



NATO UNCLASSIFIED

ACQUISITION

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NCIA/ACQ/2018/1132
16 April 2018

To : All Nominated Prospective Bidders

Subject : **INVITATION FOR BID**

**Alliance and Missions Identification System (AMIS) Version 2 for
Resolute Support (RS) – Mobile Access Verification System
IFB-CO-14687-AFORS AMENDMENT NO. 2**

Reference(s) : A. AC/4-D/2261 (1996 Edition)
B. AC/4-D(2008)0002, AC/4-D(2011)0009-FINAL-AS1 (Non Article 5 NATO-
LED Operations alliance Operation and Missions NSIP Procurement
Regulations)
C. NCI Agency IFB-CO-14687-AFORS issued 26 Feb 2018 at IFB AMD 1

Dear Sir / Madam,

1. The purpose of this Amendment 2 is to:
 - a) Revise the IFB Bid Closing Date,
 - b) Publish Round 2 of IFB Bidders' questions and NCI Agency answers,
 - c) Issue revised IFB documents (Book I + Book II SRS).
2. In accordance with the Ref. B procedures, the Book I, Part I, Bidding Instructions, Section 2, General Bidding Information, Para 2.3.1, is hereby revised as follows:

FROM:

“All Bids shall be in the possession of the Purchaser at the address given below in Section 2.3.2 on/or before 11.00 hours (Brussels Time) on 19 April 2018, at which time and date Bidding shall be closed.



NATO Communications
and Information Agency
Agence OTAN d'information
et de communication
Avenue du Bourget 140
1110 Brussels, Belgium
www.ncia.nato.int

TO:

*“All Bids shall be in the possession of the Purchaser at the address given below in Section 2.3.2 on/or **before 11.00 hours (Brussels Time) on 26 April 2018**, at which time and date Bidding shall be closed.*

3. Final NCI Agency answers to all Bidders' questions received are hereby published with this IFB Amendment 2 as Attachment A. As well the Book I, Bidding Instructions is hereby published to reflect the above mentioned revised bid closing date.
4. Revised bidding documents as indicated in Para 1 above are attached to this IFB Amendment 2 as Attachment B and replace the original versions in their entirety. Potential Bidders are strongly advised to carefully review all revised bidding documents.
5. With the exception of the revisions mentioned above, all other IFB documents remain unchanged from their original version as issued on 26 February 2018.
6. Prospective Bidders are advised that the NCI Agency reserves the right to cancel this IFB at any time in its entirety and bears no liability for bid preparation costs incurred by firms or any other collateral costs if bid cancellation occurs.
7. The NCI Agency points of contact for all information concerning this IFB is Mr. Peter Kowalski, Senior Contracting Officer, who may be reached at peter.kowalski@ncia.nato.int.

FOR THE DIRECTOR:

[Original Signed By]

Peter Kowalski
Senior Contracting Officer

Attachments:

- A) IFB Bidder Questions and Purchaser's Answers Round 2 at AMD 2 and Book I Instructions to Bidders
- B) IFB Book II – System Requirements Specification (SRS)

Distribution List

All Nominated Prospective Bidders 1

NATO Delegations (Attn: Infrastructure Adviser):

Albania	1
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Italy	1
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Montenegro	1
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ACQ Principal Contracting Officer – Mr. G. Craver	1
DAS – SL Chief	1
DAS – Project Manager	1
DAS – Technical Lead	1
ILS	1
NLO	1
Legal Office	1
Registry	1

CR#	IFB Source Document	IFB Paragraph Reference	Bidder's Question	Purchaser's Answer	IFB Package Amended?	Released @ AMD #
CR#1	Book I	Book I Annex A Bidding Sheets FINAL, CLIN	<i>Can the Purchaser please clarify what should be quoted under "ancillaries"?</i>	With "Ancillaries" it is intended all the extra equipment or other technical elements, which are considered integral part of each device and contribute to create a complete system. Cables, batteries (if provided separately), power line adapters, cradles, can be considered ancillary elements.	No	1
CR#2	Book I	Annex A Bidding Sheets FINAL, CLIN	<i>Can the Purchaser confirm that the manufacturer's technical manuals are sufficient, and no custom client manuals are needed?</i>	The manufacturer's technical manuals are sufficient as long as they cover all the aspects of the functionalities of the device. If the device is provided with extra hardware or software to provide specific functionalities non foreseen by the producer, technical manuals must be integrated with the missing features.	No	1
CR#3	Book II	SRS FINAL, Para 3.1.2	<i>Can the Purchaser confirm that the Biometric mobile devices shall be delivered with both applications (SOTI Mobicontrol Mobile and Surelock mobile) installed on each device?</i>	SOTI Mobicontrol Mobile and Surelock mobile must be installed in the device or provided ready for installation, as long as the installation does not cause any incompatibility with the already installed software or present hardware.	No	1
CR#4	Book I	N/A	<i>Please mention if any spare parts should be quoted (Recommended Spare Part List is missing at this point).</i>	Spare parts only need to be detailed/quoted if they are an integral part of the normal delivery of the product from the mfr.	No	1
CR#5	Book II	SRS FINAL, Para 3.1.3	<i>The paragraph 3.1.3 of "7_IFB-CO-14687-AFORS Book II SRS FINAL.pdf" mentions the provision of "Microsoft .NET Software Development Kit". Please mention if this software is considered as Purchaser Furnished Equipment, else the version of Microsoft .NET Software Development Kit version that should be included.</i>	The latest version available at the time of the equipment delivery should be included.	No	1
CR#6	Book I	Annex E Evaluation Matrix FINAL	<i>Line 9 of "BRCM – BI" sheet: Is it acceptable as reference, a similar experience in scope and size that does include biometric devices?</i>	Yes	No	1

CR#7	Book II	SRS FINAL, Para. 2.1.1.2	<i>Could you please provide the identity management database details or specifications?</i>	The identity management is performed using a technology, vendor and database agnostic system. The mobile device should operate according to the same philosophy, so being able to operate with the ability to read and write the most diffused database formats.	No	1
CR#8	Book II	SRS FINAL, Para. 2.1.1.2	<i>If the device is without power how shall it work in offline mode?</i>	The power outage refers to the non-portable computer based workstation. The handheld device must perform the same functionalities performed by the workstation and be able to download and synchronize data at a later stage, thus completely replacing the workstation functionalities.	No	1
CR#9	Book II	SRS FINAL, Para 2.1.1.2	<i>Could you please provide the identity management database connection details?</i>	The identity management is performed using a technology, vendor and database agnostic system. The mobile device should operate according to the same philosophy, so being able to operate with the ability to read and write the most diffused database formats.	No	1
CR#10	Book I	Para 2.16.1	<i>Bidders should provide evidence that they possess certification AQAP 2110, ISO 9001:2008 or an equivalent. If we apply to the Bid like joint venture (consortium) should every member of the consortium have the requested certificate or is it enough that only one member possesses the certificate (not necessarily the leader of the consortium)?</i>	Every member of the consortium must have and comply with the certification required.	No	1
CR#11	Book I	Para 3.4.2	<i>If we apply like joint venture (consortium) should every member of the consortium fill and enclose with Bid all requested Annexes in point 3.4.2 of Book I-?</i>	Every member of the consortium shall fill in, sign and submit all Book I certificates.	No	1
CR#12	Book I	Para 1.3.2	<i>Should every consortium member have Declaration of Eligibility?</i>	Every member of the consortium must have the Declaration of Eligibility.	No	1
CR#13	Book I	Annex A Bidding Sheets	<i>In Bidding Sheet, Tab Material can you please explain what should be written in table under Item description/Model number? Is it model of biometric-enabled mobile devices or ancillaries?</i>	Provide the description and model number of item(s) being priced.	No	1

CR#14	Book I	Annex A Bidding Sheets	<i>In Bidding Sheet, Tab Material can you please explain what quantities should be written under Quantity 2018, 2019, 2020? Shouldn't all items purchased immediately?</i>	If all items are purchased in a given year, enter full quantity there.	No	1
CR#15	Book I	Annex A Bidding Sheets	<i>In Bidding Sheet, Tab Material can you please explain why we should apply profit?</i>	We are asking for a breakout between your cost and profit.	No	1
CR#16	Book I	Annex A Bidding Sheets	<i>In Bidding Sheet, Tab Material what should be shown under ODC?</i>	There is no ODC on the Tab Material.	No	1
CR#17	AMD 1 Book II	Book II, SRS, Para 2.1.2	<i>Can the Purchaser clarify what standard/level of ruggedized hand held devices are required?</i>	IP67 as already stated in SOW Para 4.1.3. and SRS Para. 2.1.1.2 (no change)	No	2
CR#18	AMD1 Book II	Book II, SRS, Para 2.1.1.2	<i>Please confirm that the biometric devices should have the hardware capability of iris scanner and not the functionality itself implemented within the devices?</i>	The device itself shall have embedded or physically attached hardware (still preserving one hand use and IP 67 compliance) and the required software capabilities in order to perform iris scanning. Cable attachments in operational use would not be compliant.	No	2
CR#19	AMD1 Book II	Book II, SRS, Para 2.1.1.1	<i>This requirement mentions "retina scan"; please note that retina scanning is not a widely accepted biometric available for collection using commercially available equipment, whereas iris scanning is the generally accepted current standard used for identity verification. Additionally, the standard called out (ISO Standard 19794-6:2011) is specifically related to iris, and does not include retina. Could you please clarify this requirement?</i>	"Retina" was erroneously included in the text. Now corrected at AMD 2.	Yes	2
CR#20	AMD1 Book II	Book II, SRS, Para 2.1.1.1	<i>The Android 4.4 (KitKat) or above mentioned in this requirement is a considerably outdated version from more than 5 years ago. Is this the version needed, or is there a later version that you may require?</i>	Any Android version starting from 4.4 or higher will be considered compliant.	No	2
CR#21	AMD1 Book II	Book II, SRS, Para 2.1.1.1	<i>The item that mentions "Embedded 1D/2D CMOS Scanner for finger print reading, resolution of at least 500 ppi" seems contradictory since a 1D/2D scanner would be used for scanning barcodes, not fingerprints. Can you advise on this item?</i>	1D/2D CMOS Scanner was erroneously associated to finger print reading. The handheld device shall possess barcode reading capability as long as fingerprint reading and scanning capability. See revised SRS at AMD 2.	Yes	2



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

IFB-CO-14687-AFORS

**ALLIANCE AND MISSIONS IDENTIFICATION SYSTEM (AMIS)
VERSION 2 FOR
RESOLUTE SUPPORT (RS) – MOBILE ACCESS
VERIFICATION SYSTEM**

BOOK I

INSTRUCTIONS TO BIDDERS

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1 INTRODUCTION

1.1 Purpose and Scope

- 1.1.1 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").
- 1.1.2 The purpose of this solicitation is to invite Bids for the provision of equipment and services to implement mobile access verification system devices that shall be fully integrated, without limitations, with the software and hardware provided in the AFORS project.
- 1.1.3 The Resolute Support Mission is using the Access Control/Threat Identification System (TACTIC) delivered throughout the ISAF mission as current card management system with embedded personnel management features, and standalone access control and verification. The system, as delivered, does not currently meet the minimum military requirements for a theatre identification and access control system. Accordingly, the Resolute Support Mission, requires a Member Access Control System for identification, access, and privilege management across the Combined Joint Operating Area in Afghanistan. The AFORS project shall result in the delivery of the full requirements set to Resolute Support Mission. The architecture is realized with different elements of hardware and software.
- 1.1.4 The object of this solicitation is the acquisition of the portion of the overall requirements dealing with mobile biometric acquisition/verification hardware.

1.2 Overview of the Prospective Contract

- 1.2.1 The Prospective Contract (Book II) requires the selected Contractor to deliver the AFORS Mobile Access Verification System and associated services. The Contractor shall perform all activities required as per Book II Part IV (Statement of Work – SOW) and shall deliver the associated deliverables as per Book II Part I (Schedule of Supplies and Services – SSS). The Contractor's work encompass the activities described in the SSS and SOW.
- 1.2.2 The Contract will be governed by Book II, Part II (General Provisions), and Part III (Contract Special Provisions - CSP).

1.3 Governing Rules, Eligibility, and Exclusion Provisions

1.3.1 This solicitation is an International Invitation for Bid (IFB) and is issued in accordance with the procedures for International Competitive Bidding set forth in the NATO document AC/4-D/2261 (1996 Edition).

1.3.2 Pursuant to these procedures, bidding is restricted to companies from participating NATO member nations (see Para 2.1.1.5) for which a Declaration of Eligibility has been issued by their respective government authorities or have an existing Basic Ordering in place with the NCI Agency in which the company was nominated by their respective government authorities.

1.3.3 Lowest Price Technically Compliant Method

1.3.3.1 The evaluation method to be used in the selection of the successful Bidder under this solicitation shall follow the Alliance Operations and Missions (AOM) International Competitive Bidding (ICB) Procedure (AC/4-D(2007)003), lowest price technically compliant Procedures. The successful bid pursuant to this IFB will be that bid which is the lowest price technically compliant in accordance with the evaluation criteria.

1.3.3.2 The bid evaluation criteria and the detailed evaluation procedures are described in Section 4.

1.3.4 This Invitation for Bid will not be the subject of a public Bid opening.

1.3.5 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 Section 2.6 "Request for IFB Clarifications".

1.4 Documentation

1.4.1 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.

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, which 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 "Participating Country": any of the NATO nations contributing to the project, namely, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, THE NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA,

SLOVENIA, SPAIN, TURKEY, THE UNITED KINGDOM and THE UNITED STATES.

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

2.1.1.7 "IFB": Invitation for Bid.

2.1.1.8 The Purchaser is defined as the current NCI Agency or its legal successor.

2.2 Eligibility and Origin of Equipment and Services

2.2.1 As stated in Section 1.3.2 above only firms from a Participating Country are eligible to engage in this competitive Bidding process.

2.2.2 In addition, all contractors, sub-contractors and manufacturers, at any tier, must be from Participating Countries.

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

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

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

2.3 Bid Delivery and Bid Closing

2.3.1 All Bids shall be in the possession of the Purchaser at the address given below in Section 2.3.2 **on/or before 11.00 hours** (Brussels Time) on **26 April 2018**, at which time and date Bidding shall be closed.

2.3.2 Bids shall be delivered hand carried or via courier service to the following address:

NATO Industrial Infrastructure Reception Service
NATO Communications and Information Agency
ACQ/Contracting (ATTN: Ms. Natalia Wojciak, Ext. 8498)
1, rue Arthur Maes
1130 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. Adverse weather, technical issues, traffic conditions, or circumstances of a similar nature will not be considered as grounds for acceptance of late bids.

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.

2.4 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 by the Bidder only through its respective country's NATO Delegation or Embassy to the Purchaser Point of Contact indicated in Section [2.5.1](#) below. Any request for extension shall be submitted by the respective NATO Delegation or Embassy no later than fourteen (14) calendar days prior to the established Bid closing date. Bidders are advised to submit their request in sufficient time as to allow their respective NATO Delegation or Embassy to deliver the formal request to the Purchaser within the above time limit.

2.5 Purchaser's Point of Contacts

2.5.1 The Purchaser point of contacts for all information concerning this Invitation for Bid is:

Mr. Peter Kowalski, Senior Contracting Officer
Acquisition
E-mail: peter.kowalski@ncia.nato.int

2.5.2 All correspondence related to the IFB will be forwarded to:

NCI Agency
Boulevard Leopold III
1110 Brussels, Belgium
Acquisition Support Group
Attn: Mr. Peter Kowalski (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 questions and requests for clarification shall be forwarded to the Purchaser via email using the Clarification Request Form provided at Annex D of this Book I. Such questions shall be forwarded to the point of contact specified in Section 2.5.1 above and shall arrive not later than before half of the bidding period has passed 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 Section 2.6.3, below.

- 2.6.3 Additional requests for clarification are limited only to the information provided as answers by the Purchaser to Bidder requests for clarification. Such additional requests shall arrive **not later than fourteen (14) calendar days** before the established Bid Closing Date.
- 2.6.4 It is the responsibility of the Bidders to ensure that all Clarification Requests submitted bear no mark, logo or any other form or sign that may lead to reveal the Bidders' identity in the language constituting the clarification itself. This prescription is not applicable to the means used for the transmission of the clarification (i.e. email or form by which the clarification is forwarded).
- 2.6.5 The Purchaser declines all responsibilities associated to any and all circumstances regardless of the nature or subject matter arising from the Bidders' failure or inability to abide to the prescription in Section 2.6.4.
- 2.6.6 The Purchaser may provide for the removal of any form of identification in the body of the clarification request in those instances in which such practice is feasible as well as providing for a re-wording of the clarification request in those cases in which the original language submitted is deemed ambiguous, unclear, subject to different interpretation or revelatory of the Bidder's identity.
- 2.6.7 Bidders are advised that subsequent questions and/or requests for clarification included in a Bid shall neither be answered nor considered for evaluation.
- 2.6.8 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. The Bidders shall immediately inform the Purchaser in the event that questions posed are not reflected in the answers published.
- 2.6.9 Where the extent of the changes implied by the response to a clarification request is of such a magnitude that the Purchaser deems necessary to issue revised documentation, the Purchaser will do so by the mean of the issuance of a formal IFB amendment pursuant to AC/4-D-2261 and in accordance with Section [2.8](#) below.
- 2.6.10 The Purchaser reserves the right to reject frivolous clarification requests clearly devised or submitted for the purpose of artificially obtaining an extension of the bidding time (i.e. clarifications re-submitted using different wording where such wording does not change the essence of the clarification being requested).
- 2.6.11 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 Section 2.6 above. Requests for alterations to the specifications, terms and conditions of the Contract which are included in a Bid as submitted may be regarded by the Purchaser as a qualification or condition of the Bid and may be grounds for a determination of non-compliance.

2.8 Amendment of the Invitation for Bid

2.8.1 The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the IFB at any time prior to the date set for the Bid Closing. Any and all modifications will be transmitted to all Bidders by an official amendment designated as such and signed by the Contracting Authority. Such amendment will be accompanied by an acknowledgement of receipt which the Bidder shall complete and enclose as part of its Bid. This process may be part of the clarification procedures set forth in Section 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 its discretion and such extension will be set forth in the amendment document.

2.8.3 All revision or amendments issued by the Purchaser shall also be acknowledged by the Bidder in its Bid by completing the "Acknowledgement of Receipt of IFB Amendments" at Annex B-2. Failure to acknowledge receipt of all amendments may be grounds to determine the Bid to be non-compliant.

2.9 Modification and Withdrawal of Bids

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

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

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

2.10 Bid Validity

- 2.10.1 Bidders shall be bound by the term of their Bids for a period of six (6) months starting from the Bid Closing Date specified in Section 2.3.1 above.
- 2.10.2 In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in **Annex B-4**. Bids offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.
- 2.10.3 The Purchaser will endeavour to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all Bids which remain under consideration for award.
- 2.10.4 Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:
- 2.10.4.1 accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and the

Bid Guarantee and Certificate of Bid Validity extended accordingly; or;

2.10.4.2 refuse this extension of time and withdraw the Bid, in which case the Purchaser will return to the Bidder its Bid Guarantee in the full amount without penalty.

2.10.5 Bidders shall not have the right to modify their Bids due to a Purchaser request for extension of the Bid validity unless expressly stated in such request.

2.11 Bid Guarantee

2.11.1 The Bidder shall furnish with its Bid a guarantee in an amount equal to Forty Thousand Euro (€40,000). The Bid Guarantee shall be substantially similar to Annex C 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, NCI 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.

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 in the proper form and for the appropriate duration by the Bid Closing Date may be cause for the Bid to be determined non-compliant.

2.11.5 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, withdraws its Bid, or states that he does not consider its bid valid or agree to be bound by its bid;
- 2.11.6.2 The Bidder has submitted a compliant bid, 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; or
- 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 Section 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 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 endeavour to communicate answers to requests for clarification and amendments to this IFB to the prospective Bidders as soon as practicable.

2.13.2 Bidders are cautioned that the Purchaser, when permissible under security classifications, will rely exclusively on electronic mail or portal communication to manage all correspondence related to this IFB, including IFB amendments and clarifications.

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 or successor organisations 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 Clauses 8 and 9 of the Contract Special Provisions and Clause 30 of the Contract General Provisions set forth Parts II and III of Book II herein. These Clauses 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 and 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 the provisions of the Book II prospective 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 the Book II terms and conditions or with the objectives and purposes of the Purchaser as stated in the Prospective Contract shall result in a determination of 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.

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 the Bidder understands the terms, conditions and requirements of the IFB and shall demonstrate the Bidder's ability to provide all the services and deliverables listed in the Schedules of the prospective Contract. Bidders shall take good note of Para 4.1.4 below in this regard.
- 3.1.3 Bidders are informed that the quality, thoroughness and clarity of the bid will affect the overall evaluation 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.
- 3.1.4 Partial Bids and/or bids containing conditional statements will be declared non-compliant.
- 3.1.5 Bidders are advised that the Purchaser reserves the right to incorporate the successful Bidder's Offer in whole or in part by reference in the resulting contract.
- 3.1.6 If no specific format has been established for electronic versions, Bidders shall deliver documentation in an electronic format which is best suited for review and maintenance by the Purchaser (e.g., Project Master Schedule in MS Project format, Project Highlight Reports in MS Word).
- 3.1.7 All documentation submitted as part of the Bid shall be classified no higher than "NATO UNCLASSIFIED".

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 of the documents specified in Section 3.4 below.
- 3.2.3 The Price Quotation Envelope, containing one (1) paper Original, and one (1 CD ROM or DVD) soft copy in MS Excel format of the Price Quotation specified in Section 3.5. The soft copy shall be in MS Excel format which can be manipulated i.e. not an image and be the full and complete price proposal including the CLIN (Contract Line Item Number) Price breakdown sheets.
- 3.2.4 The Technical Proposal Package shall be submitted in two (2) soft copies.
 - 3.2.4.1 Bidding instructions describing the expected contents of the Technical Proposal Package are in Section 3.6 of this document. Advice to Bidders on how the Purchaser plans to conduct the technical evaluation is contained in Section 4.4 of this document.

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:
 - 3.3.1.1 SEALED BID IFB-CO-14687-AFORS
 - 3.3.1.2 BOX X of Y (1 of 3, 2 of 3, etc.)
 - 3.3.1.3 NOTIFY Ms. Natalia Wojciak (Ext. 8498) 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, and
 - 3.3.2.2 The words "SEALED BID" followed by the reference "IFB-CO-14687-AFORS"; and the appropriate package marking (i.e., Administration Documentation, Price Proposal etc.).

3.4 Administrative Documentation Package

- 3.4.1 The Package must include the original of the Bid Guarantee required by Section 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 Annex B to these Bidding Instructions, signed in the original by an authorised representative of the Bidder. 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 Major 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);

3.4.3 In accordance with Section 3.2.2, the administrative package shall include one (1) hard copy of the documentation stated in Sections 3.4.2.1 through 3.4.2.16 above.

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 Section 3.2.3:

3.5.1.1.1 Annex A-1 "Bidding Sheets" and, as an annex, the complete set of sheets contained in the electronic file number "1A" ("1A_IFB-CO-14687-AFORS Book I Annex A Bidding Sheets.xlsx") issued as part of this IFB; and

3.5.1.1.2 CD or DVDs (one (1) copy) each containing an electronic version, in MS Excel, of the documentation stated in Section 3.5.1.1.1 above.

3.5.2 General Rules

3.5.2.1 Bidders shall prepare their Price Quotation by completing the Bidding Sheets referred in Section 3.5.1.1.1 above, in accordance with the instructions specified in Book I Annex A-2.

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

3.5.2.3 When completing the Bidding Sheets the Bidder shall insert information in all yellow/white cells of the Bidding Sheets and complete the Pricing Summary as instructed. A price for each specified element needs to be supplied on each CLIN. Prices should not be grouped. The prices and quantities entered on the document shall reflect the total items required to meet the contractual requirements. The total price shall be indicated in the appropriate columns and in the currency quoted. If the price of a line item is expressed in different currencies, these shall be identified, and there shall be as many totals on that line item as there are currencies. In preparing the Price Quotation, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part.

3.5.2.4 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.

3.5.2.5 Bidders shall furnish Firm Fixed Prices for all CLINs as defined in the SSS. Purchaser evaluation of the submitted bids will be on the basis of the complete submission including administrative, price and technical components for all CLINs. The Contract will be awarded for CLINs 1 & 2.

- 3.5.2.6 Offered prices shall not be "conditional" in nature. Any comments supplied in the Bidding Sheets or in any part of the bid package which are conditional in nature, relative to the offered prices may result in a determination that the bid is non-compliant.
- 3.5.2.7 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.
- 3.5.2.8 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:
- 3.5.2.8.1 The currency is of a "participating country" in the project; and
- 3.5.2.8.2 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.
- 3.5.2.9 The Purchaser, by virtue of his status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct and indirect taxes (incl. VAT) and all customs duties on merchandise imported or exported.
- 3.5.2.10 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.
- 3.5.2.11 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.
- 3.5.2.12 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.

3.5.2.13 All prices bid shall be clearly traceable in the detailed bidding sheets.

3.5.2.14 Any adjustment or discount to prices should be clearly traceable to the lowest level of breakdown in the bidding sheets and should not be aggregated or summed. Any lack of clarity or traceability may render the bid non-compliant.

3.5.2.15 The Bidder understands that there is no obligation under this contract for the Purchaser to exercise any of the optional line items (if any) and that the Purchaser bears no liability should it decide not to exercise the options (totally or partially). Further, the Purchaser reserves the right to order another Contractor (or the same), to perform the tasks described in the optional line items of the current contract through a new contract with other conditions.

3.6 Technical Proposal Package

3.6.1 It is of the utmost importance that Bidders respond to all of the technical requirements of the Purchaser Statement of Work (including all Annexes) and all the bidding instructions, not only with an affirmation of compliance but also with an explanation of how the requirements will be met.

3.6.2 Bidders shall include only material relating to the Technical Proposal and the fulfilment of the requirements of this section. Additional materials may be included in a separate volume but must not be labelled as the Technical Proposal.

3.6.3 Bidder shall demonstrate in their Technical Proposal a detailed understanding of, and compliance with, the technical requirements of the IFB.

3.6.4 Technical Proposal Evaluation Matrix (Requirement Traceability) Table (BOOK I Annex E): The Bidder shall confirm that he accepts and will perform the requirements described in the Statement of Work, if awarded the Contract, by completing and submitting the Evaluation Matrix Table as detailed in Annex E.

3.6.5 Bidders shall provide an overview and salient features of the equipment they are proposing.

3.6.6 The Bidder shall provide a comprehensive list of equipment specifications.

3.6.6.1 The Bidder shall provide full equipment specifications.

3.6.6.2 The Bidder shall furnish drawings, diagrams and specifications.

3.6.6.3 The Bidder shall provide predicted performance characteristics and specifications based on engineering analysis and/or extrapolations from previous data.

3.6.7 Corporate Experience

3.6.7.1 The Bidder shall detail and provide documentary evidence of his experience over the last three (3) years in the provision, maintenance and support of mobile biometric devices.

3.6.7.2 The Bidder shall demonstrate that its sub-contracted source(s), if any, have the same level of experience for their respective areas of expertise as is required of the Prime Contractor.

3.6.7.3 The bidder shall confirm his and his subcontractor's experience in providing mobile biometrics implementation, demonstrating examples of work performed for either NATO, National or commercial contracts.

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 IFB.

4.1.2 All bids will be evaluated solely using the formulae, 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 will be based only on that information furnished by the Bidder and contained in its 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 its Bid all information requested by the Purchaser in Book 1, **Section 3 Bid Preparation Instructions**. Significant omissions and/or cursory submissions 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 its 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 its 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 its 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 Contract resulting from this IFB will be awarded to the Bidder whose offer, as evaluated by the Purchaser, is the lowest priced Bid in compliance with the requirements of this IFB. The evaluation will be conducted in accordance with NATO Bidding Procedures as set forth in document AC/4-D/2261 (1996 Edition). Evaluation of this IFB will be conducted in accordance with the "One Envelope" procedure in which only the Technical Proposal of the lowest Bidder is evaluated for compliance with the requirements of the IFB. The Bidder who has offered the lowest priced, technically compliant Bid will then be offered the Contract for award.

4.2 Administrative Evaluation

- 4.2.1 Prior to opening the Price Proposal Package, Bids will be reviewed for compliance with the Bid Submission Requirements of this Invitation for Bid. These are as follows:
 - 4.2.1.1 The Bid was received by the Bid Closing Date and Time;
 - 4.2.1.2 The Bid was packaged and marked properly;
 - 4.2.1.3 The Bidder has submitted a Bid Guarantee in the required form, in the required amount and for the required validity in the Administrative Package;
 - 4.2.1.4 The Administrative Package contained all the information required in the originally signed copies of the required Certificates in BOOK I Annex B hereto;

- 4.2.1.5 A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser;
- 4.2.1.6 A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser;
- 4.2.1.7 If it is discovered, during either the Technical or Price evaluation, that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned its 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.**

4.3 Price Evaluation

- 4.3.1 The Bidder's Price Quotation will be first assessed for compliance against the following criteria:
 - 4.3.1.1 The Price Quotation meets the requirements set forth in the Bid Preparation Section and the Instructions for Preparation of the Bidding Sheets in Annex A;
 - 4.3.1.2 Detailed pricing information has been provided and is adequate, accurate, traceable, and complete; and
 - 4.3.1.3 The Price Quotation meets requirements for price realism and balance as described below in Section 4.3.2;
 - 4.3.1.4 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.
 - 4.3.1.5 Basis of Price Comparison:
 - 4.3.1.5.1 The Purchaser will convert all prices quoted into EURO for purposes of comparison and computation of grand total price. The exchange rate to be utilised by the Purchaser will be the average of the official buying and selling rates of the European Central Bank at close of business on the last working day preceding the Bid Closing Date.
 - 4.3.1.5.2 The Evaluated Bid Price will be the summation of CLINs 1-2.

	Priced CLINs as part of the Evaluation
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CLIN 1	Biometrics Mobile Devices (Software Integration Testing Devices)
CLIN 2	Biometrics Mobile Devices

4.3.1.6 Inconsistencies and discrepancies in bid price quotation.

4.3.1.6.1 In case of inconsistencies, discrepancies and/or contradictory pricing information in the different parts of the bid price submission and notwithstanding the possibility for the Purchaser, at its sole discretion to obtain clarification from the bidder, for the purpose of determining the total price of the Bid, the following order of precedence shall apply:

4.3.1.6.1.1 Hard Copy Submission;

4.3.1.6.1.2 Bidding Sheet Grand Total as indicated by the Bidder;

4.3.1.6.1.3 Total of the Bid calculated from the indicated Total Prices(s) indicated per CLIN(s);

4.3.1.6.1.4 Electronic Submission;

4.3.1.6.1.5 Bidding Sheet Grand Total as indicated by the Bidder;

4.3.1.6.1.6 Total of the Bid calculated from the indicated Total Prices(s) indicated per CLIN(s).

4.3.2 Price Balance and Realism

4.3.2.1.1 Otherwise successful Bidders that submit a price quotation 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.

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

4.3.2.1.3 Labour Costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the Bidders locality for the types of labour proposed;

4.3.2.1.4 Direct Material costs that are considered to be too low for the amounts and types of material proposed, based on prevailing market prices for such material;

4.3.2.1.5 Numerous Line Item prices for supplies and services that are provided at no cost or at nominal prices.

4.3.2.1.6 If the Purchaser has reason to suspect that a Bidder has artificially debased its prices in order to secure Contract award, the Purchaser will request clarification of the bid in this regard and the Bidder shall provide explanation on one of the following bases:

4.3.2.1.6.1 If 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;

4.3.2.1.6.2 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;

4.3.2.1.6.3 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.

4.3.2.1.7 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.

4.3.2.1.8 If the Purchaser accepts the Bidder's explanation of mistake in paragraph 4.3.2.1.6 and allows the Bidder to accept the Contract at the offered price, or the Purchaser accepts the Bidder's explanation pursuant to paragraph 4.3.2.1.6 above, the Bidder shall agree that the supporting pricing data submitted with its Bid will be incorporated by reference in the resultant Contract. The Bidder shall agree as a condition of Contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the Contract and that no revisions of proposed prices will be made.

- 4.3.2.1.9 If the Bidder presents a convincing rationale pursuant to paragraph 4.3.2.1.6 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.
- 4.3.2.1.10 In the case of incrementally funded projects, the cost and pricing methodology used by the winning Bidder on the base contract will be used as the basis for all follow-on contracts or amendments to the base contract where these are proposed for IC agreement without competition.

4.4 Technical Evaluation

- 4.4.1 Upon determination of the lowest-priced Bid as described above, the Bid shall be evaluated to confirm compliance with the SOW associated with the respective sections of the Technical Proposal.
- 4.4.2 In order for a Bid to be determined to be technically compliant, the Bidder shall have submitted a Technical Proposal (TP) that has met the following criteria after evaluation by the Purchaser:
- 4.4.2.1 The Bidder shall have included the completed Technical Proposal Evaluation Matrix (Requirement Traceability) Table at BOOK I Section IV Annex E. The Bidder shall have completed all applicable "fill-in" columns of the Table referred above, citing the appropriate section of the Technical Proposal that corresponds to each paragraph of these Instructions for the Preparation of the Technical Proposal. The completed Table serves as an index for the Purchaser's Technical Evaluation Panel and also as an aide memoire to the Bidder to ensure that all the required information has been provided in the Technical Proposal.
- 4.4.2.2 The Bidder shall have provided an overview along with details of the salient features of the equipment proposed along with a demonstration of compliancy with the IFB technical requirements.
- 4.4.3 The Technical Evaluation Criteria are as follows:
- 4.4.4 Corporate Experience
- 4.4.4.1 The Bidder shall have demonstrated his or his subcontractor's experience over the last three (3) years in the successful delivery, maintenance and warranty support to large, geographically-dispersed organisations, of similar mobile biometric identification systems in an operational environment.

- 4.4.5 The Bidder shall have demonstrated and confirmed that the hardware and software to be procured in accordance with this IFB meets the specifications as defined in SOW Annex-A, System Requirements Specifications (SRS).

Annex A Bidding Sheets

Provided as Excel Workbook file (“1A_IFB-CO-14687-AFORS Book I Annex A Bidding Sheets FINAL.xlsx”)

Annex A-1. Bidding Sheets

On behalf of the firm stated below I hereby offer the Purchaser the services and deliverables (collectively referred as "ITEMS") set forth in the attached schedules¹, at the specified prices, and subject to the terms and conditions stated in IFB-CO-14687-AFORS.

Date :

Signature :

Name & Title :

Company :

Bid Reference :

¹ Bidders must fill out, print, and attach to this cover page a hardcopy of the worksheets contained in the file "1A_IFB-CO-14687-AFORS - Book I Annex A Bidding Sheets.xlsx" that was provided to them as part of the IFB package.

Annex A-2. Instructions for the Preparation of 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 shall follow the specific instructions provided in each worksheet.

Bidders shall insert information in all yellow cells.

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.

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 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:
 - Offer Summary
 - CLIN Summary Sheet
- Section 2:
 - Detailed Bidding Sheets

4. COMPLETING SECTION 1 (Offer Summary & CLIN Summary Sheet)

Section 1, CLIN X Sheets correspond 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 & Offer Sheet

Bidders shall fill in the CLIN summary sheet based on the information provided in the detailed bidding sheets (CLIN Price Breakdown 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 must be traceable to the CLIN Summary Sheet to provide a high level summary.

5. COMPLETING SECTIONS (Detailed 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 Detailed CLIN Breakdown Sheets as provided, adding additional sheets if multiple currencies are used. Bidders shall change the currency in the header of the Sheets if necessary. Bidders do not need to fill in yellow cells not pertinent to their bid.

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 the unique sellable item level.

(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 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. 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 summary sheets in Section 1 of the bidding sheets.

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Annex B Prescribed Administrative Forms and Certificates

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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 IFB-CO-14687-AFORS 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-14687-AFORS. 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 :

Name & Title :

Company :

Bid Reference :

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 six months from the Bid Closing Date of this Invitation for Bid.

.....
Date

.....
Signature of Authorised Representative

.....
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

.....
Title

.....
Company

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

The Bidder hereby certifies that he has reviewed the Special Contract Provisions and the NCI Agency General Provisions set forth in the Prospective Contract, Book II of this Invitation for Bid. The Bidder hereby provides its 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 Special and General Provisions if awarded the contract as a result of this Invitation for Bid.

.....
Date

.....
Signature of Authorised Representative

.....
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 successors, 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:

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, or its legal successors, 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

.....
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 that are equivalent to the AQAP 2110 or ISO 9001:2008 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 Major Subcontractors

Name and Address of Subcontractor	DUNS Number ³	Primary Location of Work	Items/Services to be Provided	Estimated Value of Subcontract

Date

Signature of Authorized Representative

Printed Name

Title

Company

³ Data Universal Numbering System (DUNS). Bidders are requested to provide this data in order to help NCIA to correctly identify major (one that exceeds 15% of total contract value) Subcontractors. If a Subcontractor's DUNS is not known this field may be left blank.

Annex B-10. Bidder Background IPR

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

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

ITEM	DESCRIPTION

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-11. List of Subcontractor IPR

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

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

ITEM	DESCRIPTION

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

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 for all software and documentation incorporated by the prospective Contractor and/or its Sub-contractors into the work shall vest with persons or legal entities from and within NATO participating nations and no royalties or licence fees for such software and documentation shall be paid by the Contractor to any source that does not reside within a NATO participating nation

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex C Bid Guarantee - Standby Letter of Credit

Standby Letter of Credit Number:

Issue Date: _____

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

Expiry Date: _____

1. We, (issuing bank) hereby establish in your favour our irrevocable standby letter of credit number {insert number} by order and for the account of (NAME AND ADDRESS OF BIDDER) in the original amount of € 40,000 (Forty Thousand Euro). We are advised this Guarantee fulfils a requirement under Invitation for Bid IFB-CO-14687-AFORS dated _____.

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

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

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

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

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

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

4. It is a condition of this letter of credit that the expiry date will be automatically extended without amendment for a period of sixty (60) calendar days from the current

or any successive expiry date unless at least thirty (30) calendar days prior to the then current expiry date the NCI Agency Contracting Officer notifies us that the Letter of Credit is not required to be extended or is required to be extended for a shorter duration.

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

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

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

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

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

8. Multiple drawings are allowed.

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

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

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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.

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Annex D Clarification Request Form

INSERT COMPANY NAME HERE
INSERT SUBMISSION DATE HERE

**INVITATION FOR BID
IFB-CO-14687-AFORS**

**Procurement of Hardware and Software under NATO Project “ALLIANCE AND
MISSIONS IDENTIFICATION SYSTEM (AMIS) VERSION 2 FOR
RESOLUTE SUPPORT (RS) – MOBILE ACCESS VERIFICATION SYSTEM”**

Annex D CLARIFICATION REQUEST FORM

INSERT COMPANY NAME HERE
INSERT SUBMISSION DATE HERE

ADMINISTRATION or CONTRACTING				
Serial NR	IFB REF	QUESTION	ANSWER	Status
A.1.				
A.2.				
A.3.				
A.4.				

INSERT COMPANY NAME HERE
INSERT SUBMISSION DATE HERE

PRICE				
Serial NR	IFB REF	QUESTION	ANSWER	Status
P.1				
P.2				
P.3				
P.4				
P.5				
P.6				

INSERT COMPANY NAME HERE
INSERT SUBMISSION DATE HERE

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

Annex E Bid-Requirements Evaluation Matrix

Bidders shall provide the Evaluation Matrix in Excel format according to the template “Book I Annex E Evaluation Matrix”.

The EVALUATION MATRIX shall be completed as per the following instructions:

- **“Reference Document”**, the document from which the requirement is defined.
- **“Reference ID”**, the reference of the section/requirement under consideration. The “Reference ID” column shall cover:
 - o **“Bidding Instruction”** references covering sections **Error! Reference source not found., Error! Reference source not found., and Error! Reference source not found.** of this document. “Bidding Instruction” references shall be provided in the format [BI - #] where “#” represents the actual paragraph number.
 - o **“SOW Requirement”** references covering all ‘shall’ statement of the SOW (including SOW annex A)
- **“Description”**: the actual text of the section/requirement under consideration.
- **“Bid Reference”** indicating where in their Bid the associated Bid Instruction Reference and/or SOW Requirement Reference is/are addressed. Bid Reference shall be provided in the form “Volume # - Doc # - Section #”
- **“Remarks”**, as applicable. The column “Remarks” might be used by the Bidders to provide a brief description of how the Bidder meets the requirement.
- **“Compliance statement”**: the way and extent the Bid covers and complies with the section/requirement under consideration.

One copy of the duly completed EVALUATION MATRIX shall be included in the Technical Proposal Package (Volume 1) as detailed in these bidding instructions.

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See Excel File: "1B_IFB-CO-14687-AFORS – BOOK I ANNEX E
EVALUATION MATRIX FINAL"

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Book I, Annex E, Page E-
6

Version: AMD 2



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

AMD 2 TO IFB-CO-14687-AFORS

**ALLIANCE AND MISSIONS IDENTIFICATION SYSTEM (AMIS)
VERSION 2 FOR
RESOLUTE SUPPORT (RS) – MOBILE ACCESS
VERIFICATION SYSTEM**

**STATEMENT OF WORK
ANNEX A**

SYSTEM REQUIREMENTS SPECIFICATION (SRS)

DOCUMENT CONTROL PAGE

VERSION HISTORY

Version	Author	Date	Reason for Change	Superseded Document
IFB AMD 1	N/A	N/A	AMD 1	IFB AT RELEASE
IFB AMD 2	N/A	N/A	AMD 2	AMD 1

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3	Software.....	14

1 Introduction

- 1.1 This document specifies the technical requirements for the AFORS Mobile Access Verification System (NIACS) that will be part of the Alliance and Mission Identification System Ver. 2 for Resolute Support (AMIS).
- 1.2 The Commercial/Military/Government Off-The-Shelf (C/M/GOTS) equipment provided under this Contract shall meet or exceed the requirements identified herein for the respective Contract Line Item.

2 Hardware

2.1 General

- 2.1.1 All devices under this Contract shall be capable of meet or exceed the following minimum capabilities and standards:
 - 2.1.1.1 The system's mobile device shall record all operations taken by the operator or the device that are related to the system. This shall include operator actions, such as logon, logoff, card scan, iris scan, fingerprint reading etc., as well as system actions, such as start- up, database update, logfile sent, etc.
 - 2.1.1.2 The system shall provide a ruggedized hand held device that has the ability to synchronize in real time with the identity management database, whilst having the ability to work offline in the event that connectivity to the database is lost or there is a power outage. The device shall adhere to the following minimum standards:
 - Meet or exceed IP67 rating.
 - Run Android 4.4 or above.
 - 5" or larger display with minimum 1280x720 pixels.
 - Extended battery capable of eight hours of continuous operations.
 - Minimum 1GB RAM, 8GB ROM, 64GB MicroSD card.
 - WiFi (802.11 a/b/g/n), Bluetooth Class II (4.0), and Cellular capable (HSPA+/HPSA/UMTS).
 - Embedded 1D/2D CMOS Scanner.
 - Embedded finger print reader/scanner, resolution of at least 500 dpi.
 - Minimum 8 megapixel camera with LED flash.
 - Iris scanning capability, capture type dual iris, resolution >16 pixels/mm, infrared illumination.

- Image Format ISO Standard 19794-6 (2005 & 2011),
- Integrated magnetic stripe reader (MSR).
- ISO14443A&B/ISO15693 MiFare Reader.
- Embedded GPS.
- Compliant with STANAG 4715 and AEDP-15, NATO Biometric Data, Interchange, Watch Listing and Reporting Standard.

2.1.1.3 The system's mobile device shall work in online mode and offline mode.

- In online mode, the device will communicate directly with the application's web service. This shall require either Wi-Fi or GSM connectivity to the web services.
- In offline mode, the operator will upload a local, disconnected dataset via their NU workstation. The mobile device shall not be a member of the NU network; it will only act as a USB device connected to the workstation.
- The system shall only allow designated mobile devices to access the system.
- The system shall require the operator to use their card's RFID Universal ID (UID) and card PIN to access a local dataset. The device should secure the dataset as follows:
 - Encrypt the database during upload to the device and while a rest within the app.
 - Wipe the database from the device in the event of any attempted unauthorised access, after the loss of battery power, when the device is removed from a given area (GPS location), and when the database timeout period expires.

2.1.1.4 The system shall allow the operator to scan the/all data repositories on the card, including its barcode values, RFID UID or chip, and magstripe data.

2.1.1.5 The system shall provide near real-time reporting on verification data, i.e., an ad hoc report must present the most current dataset uploaded to the server.

2.1.1.6 The system's mobile device shall meet the same criteria as for the access verification system.

2.1.1.7 The system's mobile device shall record all operations taken by the operator or the device that are related to the system. This shall include operator actions, such as logon, logoff, card scan, and entitlement transaction, etc., as well as system actions, such as start-up, database update, logfile sent, etc.

2.1.1.8 The system's mobile device shall be capable of working with an offline dataset for up to 96 hours, i.e., the mobile device must manage all rationed items balances local and record all actions until the server connection is re-established.

3 Software

3.1 General

3.1.1 Software licenses shall be floating licenses.

3.1.2 The Biometric mobile device shall include the following software:

- SOTI Mobicontrol Mobile device applications client for Android.
- Surelock mobile application for Android

3.1.3 Microsoft .NET Software Development Kit shall be bundled with the provided hardware.

3.2 Software License Maintenance / Renewals

3.2.1 All the software included in the devices should be licensed for the entire life-cycle of the hardware.

3.2.2 OEM upgrades of Operating System shall not create or pose risk of malfunction of installed software.