



NCIA/ACQ/2023/06996
19 June 2023

To : See Distribution List

Subject : **BOA PLUS INVITATION FOR BID – IFB-CO-115800-NHQ AMENDMENT 1**
Provision of Level 3 IT Support at NATO HQ
Responses to Clarification Requests – Release #1

Reference(s) : A. AC/337-D(2016)0014 dated 16 March 2016
B. BC-D(2018)0004-FINAL dated 29 January 2018
C. BC-D(2019)0129-ADD2 (INV) dated 9 July 2019
D. C-M(2002)49
E. NCI Agency Notification of Intent (NOI), NCIA/ACQ/2022/07426 dated 19 December 2022
F. NCI Agency Invitation for Bids (IFB), NCIA/ACQ/2023/06920 dated 05 June 2023

Dear Sir/Madam,

1. The purpose of this Amendment 1 to IFB-CO-115800-NHQ is provide all Prospective Bidders with the responses to the Clarification Requests and to extend the Bidding period until 14 July 2023.
2. The NCI Agency has received a formal request for extension of the bid closing date in accordance with paragraph 2.4 of the Book I – Bidding Instructions of the IFB.
3. In response to the above request the NCI Agency is hereby granting additional 14 (fourteen) calendar days counting from the initial Bid Closing Date as indicated in the IFB Bidding Instructions.
4. Therefore, the Bid Closing Date and Time as indicated in the Bidding Instructions p.2.3.1 Bid Delivery and Bid Closing date to this IFB has been amended to read 16:00 Hours (Brussels Local Time) on Friday 14 July 2023.
5. As a result of above the following documents have been revised:
 - Book I – IFB-CO-115800-NHQ -Bidding Instructions
 - Paragraph 2.3.1
 - Paragraphs 3.4.1 & 3.4.2
 - Paragraph 3.5.1
 - F-1 CROSS REFERENCE / COMPLIANCE TABLE

- Book II – IFB-CO-115800-NHQ – Statement of Work
 - Paragraph 2
 - Paragraph 5.2, SR4, SR5
 - Paragraph 5.6
6. By virtue of this Amendment 1, above document replaces and supersedes previous version issued in the context of IFB-CO-115800-NHQ.
 7. The reference for this IFB is IFB-CO-115800-NHQ. All correspondence related to this IFB shall reference this number.
 8. The Contracting Officer responsible for this solicitation is Mrs. Lise Vieux-Rochat, all correspondence regarding this IFB should solely be addressed to IFBCO115800NHQ@ncia.nato.int.
 9. Except, provided herein, all other terms and conditions of the IFB documents remain unchanged.

FOR THE CHIEF OF ACQUISITION:

Lise Vieux-Rochat
Contracting Officer

Attachment(s):

- A. Annex A - Responses to Clarification Requests received for IFB-CO-115800-NHQ.
- B. Book I – IFB-CO-115800-NHQ Amdt 1 Bidding Instructions
- C. Book II – IFB-CO-115800-NHQ Amdt 1 Statement of Work

**ANNEX A**

Responses to Clarification Requests received for IFB-CO-115800-NHQ.

N.	Area/ Component	Reference /Section / Pag.	Questions	IFB Amendment required (Yes/No)	NCIA responses	Amdt #
1	Technical		What specific IT challenges or issues are you currently facing that require Level 3 support?	No	The majority of effort is related to hardware replacements for older hardware that has failed and also working with vendors to identify and resolve bug fixes.	
2	Technical		Can you provide a detailed description of the problem or incident you are experiencing? Have you attempted any troubleshooting or implemented any temporary fixes?	No	The purpose of this contract is not to resolve any specific issue that is currently happening. The scope of this contract covers support for hardware or software issues for the items listed in the contract and specifically includes a) Hardware replacement, b) Software updates and bug fixes and c) Technical Assistance. The	

					<p>period of performance for this contract is 01 Jan 2024 until 31 Dec 2026.</p> <p>There are 5 x 1 optional year (Years 2027, 2028, 2029, 2030 and 2031).</p>	
3	Technical		How critical is the issue to your business operations?	No	<p>The purpose of this contract is not to resolve any specific issue that is currently happening. The scope of this contract covers support for hardware or software issues for the items listed in the contract and specifically includes a) Hardware replacement, b) Software updates and bug fixes and c) Technical Assistance. The period of performance for this contract is 01 Jan 2024 until 31 Dec 2026.</p> <p>There are 5 x 1 optional year (Years 2027, 2028, 2029, 2030 and 2031).</p>	
4	Technical		Are there any specific timelines or deadlines associated with resolving this issue?	No	<p>The purpose of this contract is not to resolve any specific issue that is currently happening. The scope of this contract covers support for hardware or software issues for the items listed in the contract and specifically includes a) Hardware replacement, b) Software updates and bug fixes</p>	

					and c) Technical Assistance. The period of performance for this contract is 01 Jan 2024 until 31 Dec 2026. There are 5 x 1 optional year (Years 2027, 2028, 2029, 2030 and 2031).	
5	Technical		What is the impact of this issue on your business? Does it affect productivity, customer experience, or revenue generation? What systems, applications, or infrastructure does the issue affect? Have you encountered similar issues in the past?	No	The purpose of this contract is not to resolve any specific issue that is currently happening. The scope of this contract covers support for hardware or software issues for the items listed in the contract and specifically includes a) Hardware replacement, b) Software updates and bug fixes and c) Technical Assistance. The period of performance for this contract is 01 Jan 2024 until 31 Dec 2026. There are 5 x 1 optional year (Years 2027, 2028, 2029, 2030 and 2031).	
6	Technical		Are there any specific compliance or regulatory requirements that need to be considered while resolving the issue? Are there any specific expectations or preferences you have regarding communication and updates? Do you have any existing documentation, logs, or error messages related to the issues?	No	The purpose of this contract is not to resolve any specific issue that is currently happening. The scope of this contract covers support for hardware or software issues for the items listed in the contract and specifically includes a) Hardware replacement, b) Software updates and bug fixes	

					and c) Technical Assistance. The period of performance for this contract is 01 Jan 2024 until 31 Dec 2026. There are 5 x 1 optional year (Years 2027, 2028, 2029, 2030 and 2031).	
7	Technical		Is there anyone else within your organization who has been involved in troubleshooting the issue or should be included in the communication loop?	No	The purpose of this contract is not to resolve any specific issue that is currently happening. The scope of this contract covers support for hardware or software issues for the items listed in the contract and specifically includes a) Hardware replacement, b) Software updates and bug fixes and c) Technical Assistance. The period of performance for this contract is 01 Jan 2024 until 31 Dec 2026. There are 5 x 1 optional year (Years 2027, 2028, 2029, 2030 and 2031).	
8	Technical		What specific hardware component is experiencing the issue? example such as a server, network switch, desktop computer, printer, etc.	No	The purpose of this contract is not to resolve any specific issue that is currently happening. The scope of this contract covers support for hardware or software issues for the items listed in the contract and specifically includes a) Hardware replacement, b) Software updates and bug fixes	

					and c) Technical Assistance. The period of performance for this contract is 01 Jan 2024 until 31 Dec 2026. There are 5 x 1 optional year (Years 2027, 2028, 2029, 2030 and 2031).	
9	Technical		Can you provide a detailed description of the problem or symptoms you're experiencing with the hardware?	No	The purpose of this contract is not to resolve any specific issue that is currently happening. The scope of this contract covers support for hardware or software issues for the items listed in the contract and specifically includes a) Hardware replacement, b) Software updates and bug fixes and c) Technical Assistance. The period of performance for this contract is 01 Jan 2024 until 31 Dec 2026. There are 5 x 1 optional year (Years 2027, 2028, 2029, 2030 and 2031).	
10	Technical		Have you made any recent changes to the hardware, such as hardware upgrades, installations, or modifications?	No	The purpose of this contract is not to resolve any specific issue that is currently happening. The scope of this contract covers support for hardware or software issues for the items listed in the contract and specifically includes a) Hardware replacement, b) Software updates and bug fixes	

					and c) Technical Assistance. The period of performance for this contract is 01 Jan 2024 until 31 Dec 2026. There are 5 x 1 optional year (Years 2027, 2028, 2029, 2030 and 2031).	
11	Technical		Have you performed any basic troubleshooting steps, such as power cycling the device, checking cables and connections, or running built-in diagnostics?	No	The purpose of this contract is not to resolve any specific issue that is currently happening. The scope of this contract covers support for hardware or software issues for the items listed in the contract and specifically includes a) Hardware replacement, b) Software updates and bug fixes and c) Technical Assistance. The period of performance for this contract is 01 Jan 2024 until 31 Dec 2026. There are 5 x 1 optional year (Years 2027, 2028, 2029, 2030 and 2031).	
12	Technical		Is the hardware under warranty or any service agreement?	No	The purpose of this contract is not to resolve any specific issue that is currently happening. The scope of this contract covers support for hardware or software issues for the items listed in the contract and specifically includes a) Hardware replacement, b) Software updates and bug fixes	

					and c) Technical Assistance. The period of performance for this contract is 01 Jan 2024 until 31 Dec 2026. There are 5 x 1 optional year (Years 2027, 2028, 2029, 2030 and 2031).	
13	Technical		Are there any error messages or error codes displayed on the hardware or related software?	No	The purpose of this contract is not to resolve any specific issue that is currently happening. The scope of this contract covers support for hardware or software issues for the items listed in the contract and specifically includes a) Hardware replacement, b) Software updates and bug fixes and c) Technical Assistance. The period of performance for this contract is 01 Jan 2024 until 31 Dec 2026. There are 5 x 1 optional year (Years 2027, 2028, 2029, 2030 and 2031).	
14	Technical		Are there any specific tasks or activities that trigger the issue or make it worse?	No	The purpose of this contract is not to resolve any specific issue that is currently happening. The scope of this contract covers support for hardware or software issues for the items listed in the contract and specifically includes a) Hardware replacement, b) Software updates and bug fixes	

					and c) Technical Assistance. The period of performance for this contract is 01 Jan 2024 until 31 Dec 2026. There are 5 x 1 optional year (Years 2027, 2028, 2029, 2030 and 2031).	
15	Technical		How critical is the hardware issue to your business operations?	No	The purpose of this contract is not to resolve any specific issue that is currently happening. The scope of this contract covers support for hardware or software issues for the items listed in the contract and specifically includes a) Hardware replacement, b) Software updates and bug fixes and c) Technical Assistance. The period of performance for this contract is 01 Jan 2024 until 31 Dec 2026. There are 5 x 1 optional year (Years 2027, 2028, 2029, 2030 and 2031).	
16	Technical		Are there any backup or redundancy measures in place for the affected hardware?	No	The purpose of this contract is not to resolve any specific issue that is currently happening. The scope of this contract covers support for hardware or software issues for the items listed in the contract and specifically includes a) Hardware replacement, b) Software updates and bug fixes	

					and c) Technical Assistance. The period of performance for this contract is 01 Jan 2024 until 31 Dec 2026. There are 5 x 1 optional year (Years 2027, 2028, 2029, 2030 and 2031).	
17	Technical		Are there any specific security considerations related to the affected hardware?	No	The purpose of this contract is not to resolve any specific issue that is currently happening. The scope of this contract covers support for hardware or software issues for the items listed in the contract and specifically includes a) Hardware replacement, b) Software updates and bug fixes and c) Technical Assistance. The period of performance for this contract is 01 Jan 2024 until 31 Dec 2026. There are 5 x 1 optional year (Years 2027, 2028, 2029, 2030 and 2031).	
18	Technical		Are there any budget constraints or cost considerations to be taken into account for hardware repairs or replacements?	No	Contract award will be based on the proposal evaluated as the lowest price, technically compliant bid in accordance with the selection criteria set forth in the Bidding Instructions (Book I). After contract award all work must be performed according to	

					the contract. The Purchaser assumes no liability for costs incurred by the Contractor in excess of the stated Firm Fixed Price except as provided under the provisions of this Contract. In the situation when the equipment is end-of-life, it will be replaced using another contract.	
19	Technical		Is there anyone else within your organization who has been involved in troubleshooting the hardware issue or should be included in the communication loop?	No	The purpose of this contract is not to resolve any specific issue that is currently happening. The scope of this contract covers support for hardware or software issues for the items listed in the contract and specifically includes a) Hardware replacement, b) Software updates and bug fixes and c) Technical Assistance. The period of performance for this contract is 01 Jan 2024 until 31 Dec 2026. There are 5 x 1 optional year (Years 2027, 2028, 2029, 2030 and 2031).	
20	Technical		Can you please provide a log of how many incidents have been reported during the course of the year	No	There were 154 tickets opened based on the similar support contract in 2022.	

21	Technical		What specific IT systems, infrastructure, or equipment require maintenance?	No	Details about the specific IT systems and third party vendors covered by this contract are provided in the Bidding sheets that will be distributed by email, upon request and subject to receiving a signed Non-Disclosure Undertaking (IFB Cover page Attachment B).	
22	Technical		What is the frequency of maintenance required for each system or component?	No	Routine maintenance is performance by the NATO staff members and is outside of the scope of this contract. The scope of this contract covers support for hardware or software issues for the items listed in the contract and specifically includes a) Hardware replacement, b) Software updates and bug fixes and c) Technical Assistance.	
23	Technical		Are there any critical or sensitive periods when maintenance should be avoided?	No	NATO schedules 4-6 Ministerial meetings each year that take place over a two day period and involve either Defense Ministers or Foreign Ministers from each of the NATO members. Additionally, NATO partner nations may also send representatives. Each of these events carry with it a threeweek "no maintenance" window whereby network changes are	

					not allowed and access to the NATO HQ is more difficult. These events are always planned at least three months in advance and are generally repetitive in terms of how they are executed.	
24	Technical		Do you have any specific maintenance tasks or procedures in place that need to be followed?	No	Routine maintenance (Levels 1 & 2) is performance by the NATO staff members and is outside of the scope of this contract. The scope of this contract covers support for hardware or software issues for the items listed in the contract and specifically includes a) Hardware replacement, b) Software updates and bug fixes and c) Technical Assistance.	
25	Technical		Are there any specific performance benchmarks or metrics that you expect to be maintained or improved through maintenance activities?	No	Annex A of the Statement of work describes the Key Performance Indicators (KPI) that the Purchaser and the Contractor shall use to measure the Contractor's performance.	
26	Technical		Do you have any maintenance-related backup and recovery processes in place?	No	Yes, NATO has back and recovery processes in place. As a result of the fault tolerance and high availability architecture it is expected that backup and recovery procedures are only used in exceptional cases and will	

					not be required in the majority of incidents.	
27	Technical		Are there any compliance or regulatory requirements that need to be considered during maintenance activities?	No	Contractors' personnel working on NATO sites will be required to hold "NATO SECRET" individual security clearances. Contractor will be required to handle and store classified material to the level of "NATO RESTRICTED " and the Contractor shall have the appropriate facility and personnel clearances of "NATO SECRET".	
28	Technical		Are there any specific security considerations or protocols that need to be followed during maintenance?	no	The Contractor shall ensure that all faulty equipment covered by this Contract, which needs to be replaced, is safely and securely processed by the NATO Office of Security (NOS) and destroyed when appropriate within the agreed and contracted Service Level Agreement under Annex A of this SOW.	

29	Technical		Are there any budgetary constraints or limitations for maintenance activities?	no	Contract award will be based on the proposal evaluated as the lowest price, technically compliant bid in accordance with the selection criteria set forth in the Bidding Instructions (Book I). After contract award all work must be performed according to the contract. The Purchaser assumes no liability for costs incurred by the Contractor in excess of the stated Firm Fixed Price except as provided under the provisions of this Contract.	
30	Technical		Are there any expected disruptions or downtime associated with maintenance activities?	no	Routine maintenance (Levels 1 & 2) is performance by the NATO staff members and is outside of the scope of this contract. The scope of this contract covers support for hardware or software issues for the items listed in the contract and specifically includes a) Hardware replacement, b) Software updates and bug fixes and c) Technical Assistance.	
31	Technical		Are there any specific reporting or communication requirements during and after maintenance activities?	no	The contractor maintenance manager shall take responsibility for leading incident management activities including reporting and communication to ensure that the incident is managed during	

					the time of the incident and resolution is completed within the KPI times. There are also quarterly reporting requirements in section 6 of the Statement of Work.	
32	Technical		Is there anyone else within your organization who needs to be involved in or informed about the maintenance activities?	Yes	The contractor maintenance manager will need to work closely with the NATO Support L2 staff and NATO IT managers. The specific NATO staff that will need to be involved will depend upon the equipment that needs to be supported.	1
33	Technical	2 Scope	Could you please be more specific as to what training is required and to whom?	Yes	There is no training requirement as part of this contract.	1
34	Technical	Section 1 1.1.2.	Could you please confirm the current Hardware and Software OEMs you currently utilise?	no	Details about the specific IT systems and third party vendors covered by this contract are provided in the Bidding sheets that will be distributed by email, upon request and subject to receiving a signed Non-Disclosure Undertaking (Attachment B).	
35	Technical		Do you currently use a Cloud-based platform for automating IT management workflows?	no	The Contractor shall provide web-access to an on-line ticketing system, showing updated information and status on the raised Level 3 incidents and shall be available for meetings if required. This type of	

					system is currently being used but is the responsibility of the contractor.	
36	Technical		Can you confirm the main site to Support is NATO HQ Campus Belgium? Are there any other Countries?	no	Service provisioning shall take place at NATO Headquarters campus (Brussels, Belgium).	
37	Technical		Can you confirm current Level 3 Support volumes you have previously ?	no	There were 154 tickets opened based on the similar support contract in 2022.	
38	Admin	Bidding Instructions 2.5 and 3.4.1	Point 2.5 Purchasers point of Contact specifies IFBCO115800NHQ@ncia.nato.int being the address to send the Bid Guarantee to, while 3.4.1 of the Bidding Instructions demands to send the Bid Guarantee directly to the Purchaser Treasury Office. Can NATO please confirm the destination address for sending the BG	Yes	Please send Bid Guarantee to both email addresses	1
39	Admin	Bidding Instructions 3.2 and 3.5	3.2 Bid Package Content describes the content of the pricing package as follows: "one (1) ZIP file containing one (1) electronic copy in Microsoft Excel(readable and searchable) of the completed Bidding Sheets and one (1) PDF copy of the completed Bidding Sheets as detailed in § 3.3" while under section 3.5 the content of the Pricing envelope is described as: "One (1) ZIP file submitted by email, containing the completed Bidding Sheets (in MS Excel) provided with this IFB as "3_IFB-CO[1]115800-NHQ – Book I – Bidding Sheet". Can NATO please clarify which of these two descriptions is the correct one?	Yes	Paragraph 3.2 is correct: "one (1) ZIP file containing one (1) electronic copy in Microsoft Excel(readable and searchable) of the completed Bidding Sheets and one (1) PDF copy of the completed Bidding Sheets as detailed in § 3.3"	1

40		Article 12 of the Contract Special Provisions	Payment Milestone – Payment of CLIN value: 25% of related year CLINs 1, 2 and 3. CLIN1 will cover the O&M related costs of the selected Maintenance Contracts – these services will be purchased with the O&M vendors for an entire year at once. The proposed set-up of the Payment Milestone (25% per quarter) only allows recovery of the underlaying cost after a full year. This mechanism therefore puts an unacceptable stress on the pay-back conditions of the contract. Bidder would like to request a change to the Payment Milestone set up; allowing invoicing of CLIN1 only as a yearly upfront one off in the first month of each year of the contract.	No	The Purchaser cannot accept advance payment. Invoices and payment are related to the work delivered and in accordance with acceptance criteria (SLA/KPI etc) as per Statement of Work and Special Provisions.	
41		Article 12 of the Contract Special Provisions	Bidder request the Agency to please change the payment term of 45 days to 30 days?	No	Payment term will be discussed at pre-award meeting	
42		SR22	Requirement SR22 describes the Special Event Option and refers to CLIN 9 in the SSS. The SSS however does not contain a CLIN9 element. Can the Agency please clarify if the SR22 requirement needs to be included in the price and if so, in which CLIN does the Bidder documents the price for this option?	Yes	Revised SR22 with the following text: The Support special operational and business needs statement from Section 5.5 will be applied for both Ministerial meetings and Summits. The contractor staff will need to work extended hours without additional cost to the Purchaser during these events. The Purchaser will announce these Special events to the Contractor as far in advance as possible to allow proper preparation and	1

					staff on-duty planning; SR23 Deleted.	
43	Technical	SSS - End of Support Items	Can the Agency please explain how to treat Items becoming end of support (EOS) before the term stated in the SSS (3 years)? Can the Agency please confirm the Bidder only has quote the price for the services until the EOS date of such elements?	no	If the Bidder identifies end of life item listed in the Bidding sheets evaluated portion, she/he shall raise a Clarification Request to the Purchaser. If confirmed that the item is end of life then all companies will be informed to only quote the price until the EOS date.	
44	Technical	SSS - End of Support Items	Can the Agency please confirm it will replace items with an End of Support Date before December 2026 before these items reach their respective EOS date?	no	It is the plan to replace all items before they reach the end of support date. The execution of this plan depends on budget availability.	
45	Technical	Compliance and Cross Reference Table - MS11	The Table is asking for MS11 to "The Bidder has provided example of how a Cisco device is updated in the OEM Vendors Maintenance Support database." However, MS11 in the SOW reads: "If failed equipment subject to this Contract cannot be adequately supported (including obsolescence issues on HW or combined HW/SW) any longer, the contractor shall perform the necessary engineering evaluation and shall provide replacement parts technically compatible with the existing device at no additional cost to the Purchaser." There seems to be a mismatch between the SOW and the Compliance and Cross Reference	Yes	It should reference MS12 instead of MS11. The text for MS12 is "The Contractor shall ensure that the current item and replacement item is registered in the OEM Vendors Maintenance Support database, to ensure that service support entitlement is maintained accordingly."	1

			Table. Can the Agency please update the Table, so it aligns to the SOW?			
46	Technical	Compliance and Cross Reference Table - SR21	The Table is asking for SR21 to "The Bidder has provided detailed proof of extra support that will be provided in case the Purchaser decides to exercise the Special Events optional support. However, SR21 in the SOW is not listing requirements for Special Events. There seems to be a mismatch between the SOW and the Compliance and Cross Reference Table. Can the Agency please update the Table, so it aligns to the SOW?	Yes	Row 24 is deleted.	1
47	Technical	Compliance and Cross Reference Table - MS5	The Table is asking for MS5 to "The Bidder has provided evidence of a helpdesk functionality through provision of a helpdesk manual/procedures and helpdesk 24/7 phone number." However, MS5 in the SOW is not listing requirements for the Helpdesk, the requirement is related to TEMPEST. There seems to be a mismatch between the SOW and the Compliance and Cross Reference Table. Can the Agency please update the Table, so it aligns to the SOW?	Yes	<p>This should reference MS6 instead of MS5. The text for MS6 is "The Contractor shall provide access to their Helpdesk 24 / 7, year-round, ensuring that the Purchaser can:</p> <ul style="list-style-type: none"> o Initiate Level 3 support requests outside of agreed office hours (as stated in SR6 in the SOW) or in absence of the Contractor Maintenance Manager; o Request status updates on the Level 3 support incidents; 	1

48	Technical	Compliance and Cross Reference Table TS1 - TS3	The Compliance and Cross Reference Table is not containing a reference to TS1 - TS3. Can the Agency please update the Table, so it aligns to the SOW?	Yes	TS1 - TS3 added to the Compliance and Cross Reference Table	1
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Distribution List for IFB-CO-115800-NHQ Amdt 1

Bidders List

NATO Delegations (Attn: Infrastructure Adviser)

Embassies in Brussels (Attn: Commercial Attaché)

NCI Agency – All NATEXs

NCI Agency Internal Distribution (not disclosed)



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

**IFB- CO-115800-NHQ
AMENDMENT 1**

LEVEL 3 IT SUPPORT AT NATO HQ CAMPUS

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Part IV Statement of Work

NATO UNCLASSIFIED

IFB-CO-115800-NHQ
Amendment 1
Book I – Bidding Instructions



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

IFB-CO-115800-NHQ

BOOK I

BIDDING INSTRUCTIONS

NATO UNCLASSIFIED

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SECTION 1 INTRODUCTION

1.1. Purpose and Scope

- 1.1.1. The purpose of this solicitation is to invite Bids and to establish a Contract for the provision of Level 3 ICT services, including maintenance and training related to the Active Devices and Software installed at NATO Headquarters.
- 1.1.2. The Level 3 ICT support consists of a) Hardware replacement, b) Software updates and bug fixes and c) Technical Assistance. The Level 3 IT support services will be delivered at the NATO Headquarters, located in Brussels.

1.2. Overview of the Prospective Contract

- 1.2.1. The prospective Contract (Book II) requires the selected Contractor to deliver the Level 3 IT services. The Contractor shall perform all activities required in Book II Part IV (Statement of Work – SOW) and shall deliver the associated deliverables listed in Book II Part I (Schedule of Supplies and Services – SSS).
- 1.2.2. The Contract will be governed by Book II, Part II (Contract Special Provisions), and Part III (Contract General Provisions).
- 1.2.3. The target date for Contract Award is September 2023.

1.3. Governing Rules, Eligibility, and Exclusion Provisions

- 1.3.1. This solicitation is a BOA + Competition and is issued in accordance with the NATO BOA procedures: AC-4-D(20019)0004(INV). Pursuant to these procedures, bid submittal is restricted to companies from participating NATO member nations in accordance with paragraph 2.1.5 of Section II of the Bidding Instructions. The overall security classification of this solicitation is “NATO UNCLASSIFIED”.
- 1.3.2. This IFB will not be subject of a public bid opening.
- 1.3.3. The evaluation method to be used in the selection of the successful Bidder under this solicitation will follow the Lowest Compliant Bid Competition.
- 1.3.4. The Bid evaluation criteria and the detailed evaluation procedures are described in SECTION 4
- 1.3.5. In the event any information contained in this IFB conflicts with other information in this IFB, the bidder shall refer to the Purchaser all queries

for resolution in accordance with the procedures set forth in paragraph 2.6 "Request for IFB Clarifications".

1.4. Security

- 1.4.1. This Invitation for Bid has been classified as NATO UNCLASSIFIED.
- 1.4.2. However, Contractor and if applicable, Subcontractor personnel will be required to possess a security clearance at least to the level "NATO SECRET" (NS) level for the performance of the Contract.
- 1.4.3. All NATO CLASSIFIED material entrusted to the Contractor shall be handled and safeguarded in accordance with applicable security regulations. The Contractor shall be able to handle and store material of "NATO RESTRICTED" classification in his facility in the conduct of work under this Contract.
- 1.4.4. The Contractor shall have the appropriate facility and personnel clearances at the date of Contract Signature. Should the Contractor be unable to perform the Contract due to the fact that the facility/security clearances have not been provided by their respective national security agency, this lack of clearance cannot be the basis for a claim of adjustment or an extension of schedule, nor the lack of clearance be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination For Default by the Purchaser.
- 1.4.5. Contractor personnel working at the NATO HQ site without such a clearance confirmed by the appropriate national security authority and transmitted to the cognisant NATO or National security officer, will be denied access to the site. Denial of such access by the Purchaser may not be used by the Contractor as the basis for a claim of adjustment or an extension of schedule nor can the denial of access be considered a mitigating circumstance in the case of an assessment of Liquidated Damages, Penalties or a determination of Termination for Default by the Purchaser.
- 1.4.6. Bidders are advised that Contract signature will not be delayed in order to allow the processing of NS security clearances for personnel or facilities and, should the otherwise successful Bidder not be in a position to accept the offered Contract within a reasonable period of time, due to the fact that its personnel or facilities do not possess the appropriate security clearance(s), the Purchaser may determine the Bidder's Offer to be non-compliant and offer the Contract to the next ranking Bidder. In such a case, the Bidder who would not sign the Contract shall be liable for forfeiture of the Bid Guarantee.

1.5. Bidders Conference

- 1.5.1. There will be no Bidders Conference held for this procurement.

1.6. Documentation

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

SECTION 2 GENERAL BIDDING INFORMATION

2.1. Definitions

2.1.1. In addition to the definitions and acronyms set forth in the Contract Special Provisions (Part II) and Contract General Provisions (Part III) of the prospective Contract, the following terms and acronyms, as used in this Invitation for Bid shall have the meanings specified below:

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

- 2.1.1.7. “Purchaser”: NATO Communications and Information Agency (NCI Agency) or its legal successor.
- 2.1.1.8. “Quotation” or “Bid”: a binding offer to perform the work specified in the attached prospective Contract (Book II).

2.2. Eligibility and Origin of Equipment and Services

- 2.2.1. All Contractors, Subcontractors and manufacturers, at any tier, must be from Participating Countries.
- 2.2.2. None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.
- 2.2.3. No materials or items of equipment down to and including identifiable Sub-assemblies shall be manufactured or assembled by a firm other than from and within a Participating Country.
- 2.2.4. Unless otherwise authorised by the terms of the prospective Contract, the Intellectual Property Rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fees or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member community.

2.3. Bid Delivery and Bid Closing

- 2.3.1. All Bids shall be in the possession of the Purchaser at the email address given below on or before **16:00 pm / 1600 hours (Brussels Time) on 14 July 2023**, at which time and date bidding shall be closed.
- 2.3.2. Due to the COVID-19 restrictions imposed by some governments and organisations within the NATO alliance, Offerors are requested to submit their quotation electronically to the following email address:

IFBCO115800NHQ@ncia.nato.int

- 2.3.3. The Quotation shall consist of three (3) separate subject emails:
 - 2.3.3.1. For the first e-mail the subject line shall read: “IFB-CO-115800-NHQ Official Bid for [company name] – Part 1 - Administrative Envelope”. The e-mail content shall be as described in Paragraph 3.2.1(a) below, with no password protection to the file and shall be not larger than 20MB total.
 - 2.3.3.2. For the second e-mail the subject line shall read: “IFB-CO-115800-NHQ Official Bid for [company name] – Part 2 - Price Quotation”. The e-mail content shall be as described in Paragraph 3.2.1(b) below, with no password protection to the file, and shall be not larger than 20MB total.

2.3.3.3. For the third e-mail the subject line shall read: "IFB-CO-115800-NHQ – Official Bid for [company name] – Part 3 – Technical Proposal". The e-mail content shall be as described in Paragraph 3.2.1(c) below, with no password protection to the file, and shall be not larger than 20MB total per e-mail. For large Technical Proposals, multiple e-mails may be required to submit the entire package. In such case, Bidders shall clearly indicate the correct order in the e-mail subject line.

2.3.4. 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 remain unopened 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. 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 email address specified in the IFB and the delay was solely the fault of the Purchaser.

2.4. Requests for Extension of Bid Closing Date

2.4.1. The Purchaser does not anticipate, except in exceptional cases, accepting Bidder requests to extend the Bid Closing Date. Bidders are informed that requests for extension to the closing date for the IFB shall be submitted only via the point of contact indicated in paragraph 2.5 below. Any request for extension shall be submitted by the Bidder no later than fourteen (14) days prior to the established Bid closing date. Extensions to the Bid Closing Date are at the sole discretion of the Purchaser.

2.5. Purchaser's Point of Contact

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

NATO Communications and Information Agency
Mrs Lise Vieux-Rochat, Contracting Officer

Email: IFBCO115800NHQ@ncia.nato.int

IFB Clarifications:

IFBCO115800NHQ@ncia.nato.int

Bid Guarantee:

IFBCO115800NHQ@ncia.nato.int

NCIABankGuarantee@ncia.nato.int

2.6. Request for IFB Clarifications

- 2.6.1. Bidders, during the solicitation period, are encouraged to query and seek clarification of any matters of a contractual, administrative and technical nature pertaining to this IFB.
- 2.6.2. All requests for clarification shall be forwarded to the Purchaser using the Clarification Request Forms provided at Annex D of this Book I. Bidders are required to keep the classification of their request NATO Unclassified. Such requests shall be emailed to the point of contact specified in paragraph 2.5 above and shall arrive **not later than fourteen (14) calendar days before the closing date of the bid**. The Purchaser is under no obligation to answer requests for clarification submitted after this time. Requests for clarification must address the totality of the concerns of the Bidder, as the Bidder will not be permitted to revisit areas of the IFB for additional clarification except as noted in 2.6.3 below.
- 2.6.3. Additional requests for clarification are limited only to the information provided as answers by the Purchaser to Bidder requests for clarification. Such additional requests shall arrive in accordance with the date specified in the respective IFB Amendment.
- 2.6.4. The Purchaser may provide for a re-wording of questions and requests for clarification where it considers the original language ambiguous, unclear, subject to different interpretation or revelatory of the Bidder's identity.
- 2.6.5. Bidders are advised that subsequent questions and/or requests for clarification included in a Bid shall neither be answered nor considered for evaluation.
- 2.6.6. Except as provided above, all questions will be answered by the Purchaser and the questions and answers (but not the identity of the questioner) will be issued in writing to all prospective Bidders.
- 2.6.7. Where the extent of the changes implied by the response to a clarification request is of such a magnitude that the Purchaser deems necessary to issue revised documentation, the Purchaser will do so by the means of the issuance of a formal IFB in accordance with paragraph 2.8 below.

- 2.6.8. The Purchaser reserves the right to reject questions and clarification requests clearly devised or submitted for the purpose of artificially 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).
- 2.6.9. The published responses issued by the Purchaser shall be regarded as the authoritative interpretation of the Invitation for Bid. Any amendment to the language of the IFB included in the answers will be issued as an IFB Amendment and shall be incorporated by the Bidder in his offer.

2.7. Requests for Waivers and Deviations

- 2.7.1. Bidders are informed that requests for alteration to, waivers or deviations from the terms and conditions of this IFB and attached prospective Contract (Book II) will not be considered after the request for clarification process. Requests for alterations to the other requirements, terms or conditions of the Invitation for Bid or the prospective Contract may only be considered as part of the clarification process set forth in paragraph 2.6 above. Requests for alterations to the specifications, terms and conditions of the Contract which are included in a Bid as submitted may be regarded by the Purchaser as a qualification or condition of the Bid and may be grounds for a determination of non-compliance.

2.8. Amendment of the Invitation for Bid

- 2.8.1. The Purchaser may revise, amend or correct the IFB at any time prior to the Bid Closing Date. Any and all changes will be transmitted to all Bidders by an official amendment designated as such and signed by the Purchaser. This process may be part of the clarification procedures set forth in paragraph 2.6 above or may be an independent action on the part of the Purchaser.
- 2.8.2. All such IFB amendments issued by the Purchaser shall be acknowledged by the Bidder in its Bid by completing the "Acknowledgement of Receipt of IFB Amendments" certificate at Annex B-2. Failure to acknowledge receipt of all amendments may be grounds to determine the Bid to be administratively non-compliant.
- 2.8.3. The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders to prepare a Bid within the allotted time. The Purchaser may extend the "Bid Closing Date" at its discretion and such extension will be set forth in the amendment.

2.9. Modification and Withdrawal of Bids

- 2.9.1. Bids, once submitted, may be modified by Bidders, but only to the extent that the modifications are in writing, conform to the requirements of the

IFB, and are received by the Purchaser prior to the Bid Closing Date as detailed in paragraph 2.3. Such modifications will be considered as an integral part of the submitted Bid.

- 2.9.2. Modifications to Bids which arrive after the Bid Closing Date will be considered as "Late Modifications" and will be processed in accordance with the procedure detailed in paragraph 2.3.3, except that unlike a "Late Bid", the Purchaser will retain the modification until a selection is made. A modification to a Bid which is determined to be late will not be considered in the evaluation and selection process. If the Bidder submitting the modification is determined to be the successful Bidder on the basis of the unmodified Bid, the modification may then be opened. If the modification makes the terms of the Bid more favourable to the Purchaser, the modified Bid may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent successful Bidder on the basis of the Bid submitted and disregard the late modification.
- 2.9.3. A Bidder may withdraw its Bid at any time prior to Bid Opening without penalty. In order to do so, an authorised agent or employee of the Bidder must provide an original statement of the firm's decision to withdraw the Bid and subsequently remove the Bid from the Purchaser's premises.
- 2.9.4. Except as provided in paragraph 2.10.4.2 below, a Bidder may withdraw its Bid after Bid Opening only by forfeiture of the Bid Guarantee.

2.10. Bid Validity

- 2.10.1. Bidders shall be bound by the term of their Bid for a period of nine (9) months starting from the Bid Closing Date specified in paragraph 2.3.1 above.
- 2.10.2. In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex C-4. Bids offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.
- 2.10.3. The Purchaser will endeavour to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all Bids which remain under consideration for award.
- 2.10.4. Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:
 - 2.10.4.1. Accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and the Bid Guarantee and Certificate of Bid Validity extended accordingly; or

- 2.10.4.2. Refuse this extension of time and withdraw the Bid, in which case the Purchaser will return to the Bidder its Bid Guarantee in the full amount without penalty.
- 2.10.5. Bidders shall not have the right to modify their Bids due to a Purchaser request for extension of the Bid validity unless expressly stated in such request.

2.11. Bid Guarantee

- 2.11.1. The Bid Guarantee shall be submitted by email to the Purchaser, either directly by a banking institution or from the Bidder, to the email address specified in section 2.5 and In either case, the Bidder shall provide an additional copy of the Bid Guarantee in the Bid Administration Volume.
- 2.11.2. The Bidder shall furnish with his Bid a guarantee in an amount equal to Three Hundred Thousand Euro (€300,000). 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, NATO CI Agency.
- 2.11.3. Alternatively, a Bidder may elect to post the required Guarantee in cash (via direct bank deposit, referencing IFB-CO-115800-NHQ) or by certified cheque to be submitted in the Bidders Bid Administration package. If the latter method is selected, Bidders are informed that the Purchaser will cash the cheque on the Bid Closing Date or as soon as possible thereafter.
- 2.11.4. If the Bid Closing Date is extended after a Bidder's financial institution has issued a Bid Guarantee, it is the obligation of the Bidder to have such Bid Guarantee (and confirmation, as applicable) extended to reflect the revised Bid Validity date occasioned by such extension.
- 2.11.5. Failure to furnish the required Bid Guarantee in the proper amount, and/or in the proper form and/or for the appropriate duration by the Bid Closing Date may be cause for the Bid to be determined non-compliant.
- 2.11.6. The Purchaser will make withdrawals against the amount stipulated in the Bid Guarantee under the following conditions:
 - 2.11.6.1. The Bidder has submitted a Bid and, after Bid Closing Date (including extensions thereto) and prior to the selection the compliant Bid

determined to represent the lowest compliant, withdraws his Bid, or states that he does not consider his Bid valid or agree to be bound by his Bid, or

- 2.11.6.2. The Bidder has submitted a compliant Bid determined by the Agency to represent the lowest compliant, but the Bidder declines to sign the Contract offered by the Agency, such Contract being consistent with the terms of the Invitation for Bid.
 - 2.11.6.3. The Purchaser has offered the Bidder the Contract for execution but the Bidder has been unable to demonstrate compliance with the security requirements of the Contract within a reasonable time,
 - 2.11.6.4. The Purchaser has entered into the Contract with the Bidder but the Bidder has been unable or unwilling to provide the Performance Guarantee required under the terms of the Contract within the time frame required.
- 2.11.7. Bid Guarantees will be returned to Bidders as follows:
- 2.11.7.1. To non-compliant Bidders forty-five (45) days after notification by the Purchaser of a non-compliant Bid (except where such determination is challenged by the Bidder; in which case the Bid Guarantee will be returned forty-five (45) days after a final determination of non-compliance);
 - 2.11.7.2. To all other unsuccessful Bidders within thirty (30) days following the award of the Contract to the successful Bidder;
 - 2.11.7.3. To the successful Bidder upon submission of the Performance Guarantee required by the Contract or, if there is no requirement for such a Performance Guarantee, upon Contract execution by both parties.
 - 2.11.7.4. pursuant to paragraph 2.10.4.2 above.
- 2.11.8. "Standby Letter of Credit" or "SLC" as used herein, means a written commitment by a Belgian financial institution either on its own behalf or as a confirmation of the Standby Letter of Credit issued by a non-Belgian bank to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Purchaser of a written demand therefore. Neither the financial institution nor the 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 electronic transmission of documentation which contains classified information is not permissible. Except for those cases in which electronic transmission of documentation is not permissible (i.e. documents with security classification mandating specific transmission methods) the Purchaser will rely exclusively on electronic means to manage all correspondence related to this IFB, including IFB amendments and clarifications.

2.14. Supplemental Agreements and Export Controlled Information

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

2.15. Mandatory Quality Assurance and Quality Control Standards

- 2.15.1. 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 9001:2015, or an equivalent QA/QC regime.

- 2.15.2. Bidders shall further demonstrate that such regime is applied within the Bidder's internal organisation, as well as extended to its relationships with Subcontractors.
- 2.15.3. If the Bidder is offering a QA/QC regime that is claimed to be equivalent to AQAP 2110 or ISO 9001:2015, 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 C-8 in the Bid Administration Volume.
- 2.15.4. Failure to execute this Certificate, or failure to provide documentary evidence of compliance with this requirement may result in a determination of non-compliance for the submitted Bid.

SECTION 3 BID PREPARATION INSTRUCTIONS

3.1. General

- 3.1.1. Bidders shall prepare and submit their bid in accordance with the requirements and format set forth in this IFB. Compliance with all bid submission requirements is mandatory. Failure to submit a bid in conformance with the stated requirements may result in a determination of non-compliance by the Purchaser and the elimination of the bid from further consideration.
- 3.1.2. Bidders shall not simply restate the IFB requirements in confirmatory terms only. The Bidder must clearly describe what is being offered and how the Bidder will meet all IFB requirements. Statements in confirmatory terms only will be sufficient grounds for determining the bid to be non-compliant. A bid shall demonstrate that a Bidder understands the terms, conditions and requirements of the IFB and its ability to provide all the services and deliverables listed in the Schedules of the prospective contract.
- 3.1.3. 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 deficiencies in the submitted bid may render the bid to be determined non-compliant.
- 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. The specific format for each volume is stated in paragraph 3.2.1.
- 3.1.7. All documentation submitted as part of the bid shall be classified no higher than "NATO UNCLASSIFIED".
- 3.1.8. All notices and communications regarding this IFB shall be written and conducted in English. All documentation submitted as part of the bid shall be in English.

3.2. Bid Package Content

3.2.1. The complete bid submission shall consist of three (3) **separate** volumes as shown in the following table.

Volume	Format and Quantity Details
I: Administrative envelope	<u>Submitted by Email:</u> Scanned PDF copies of the certificates with signatures of the prescribed certifications as detailed in §3.2. <u>No</u> Password Protection.
II: Price envelope	<u>Submitted by Email:</u> one (1) ZIP file containing one (1) electronic copy in Microsoft Excel(readable and searchable) of the completed Bidding Sheets and one (1) PDF copy of the completed Bidding Sheets as detailed in § 3.3. <u>No</u> Password Protection.
III: Technical envelope	<u>Submitted by Email:</u> <ul style="list-style-type: none"> • Part 1, Maintenance Services, text document: 1 PDF file • Part 2, Staffing, text document: 1 PDF file • Part 3, Reporting Services : 1 PDF file • Part 4, Other requirements, text document: 1 PDF file • Part 5, Cross Reference/Compliance table and Past Performance documents, text document: 1 PDF file <p>Ø If necessary, the technical volume may be separated into more than one email.</p> <p>Ø All of the required contents are detailed in Section 3.6</p>
Bid Guarantee	<u>1 PDF File, Submitted by Email directly to the Purchaser as detailed under Sections 2.5 and 2.11.</u>

3.2.2. All emails submitted shall be less than 20MB.

3.3. Package Marking

3.3.1. The proposal shall be sent via three (3) **separate** e-mails to the Bid Delivery email address specified in section 2.5. The e-mails shall have the following subject lines:

- “IFB-CO-115800-NHQ Official Bid for *[Company Name]*, Volume I – Bid Administration”
- “IFB-CO-115800-NHQ Official Bid for *[Company Name]*, Volume II – Price”

- “IFB-CO-115800-NHQ Official Bid for *[Company Name]*, Volume III – Technical *(if necessary: email 1 of 2 / email 2 of 2)*”
- 3.3.2. The Bid Guarantee shall be sent by email before Bid Closing Date to the email address specified in section 2.5 and to the Purchaser Treasury office (NCIABankGuarantee@ncia.nato.int). This email should clearly reference the company name and IFB number.
- 3.3.3. The individual electronic files sent by email shall have the following names:
- 3.3.3.1. Volume I:
 - IFB-CO-115800-NHQ Official Bid for *Company Name*, Volume I – Administrative envelope
 - 3.3.3.2. Volume II:
 - IFB-CO-115800-NHQ Official Bid for *Company Name*, Volume II – Price envelope
 - 3.3.3.3. Volume III:
 - IFB-CO-115800-NHQ Official Bid for *Company Name*, Volume III – Technical envelope, Part 1 – Maintenance Services
 - IFB-CO-115800-NHQ Official Bid for *Company Name*, Volume III – Technical envelope, Part 2 – Staffing
 - IFB-CO-115800-NHQ Official Bid for *Company Name*, Volume III – Technical envelope, Part 3 – Reporting Services
 - IFB-CO-115800-NHQ Official Bid for *Company Name*, Volume III – Technical envelope, Part 4 – Other requirements
 - IFB-CO-115800-NHQ Official Bid for *Company Name*, Volume III – Technical envelope, Part 5 - Cross Reference/Compliance table and Past Performance documents
- 3.3.4. Detailed requirements for the structure and content of each of these volumes are contained in these Bidding Instructions.

3.4. Volume I: Administrative envelope

- 3.4.1. Contents: One (1) ZIP file submitted by email, containing one PDF file comprised of all of the required documents; and one copy of the Bid Guarantee submitted to the Purchaser Treasury office (NCIABankGuarantee@ncia.nato.int) and to the POC at paragraph 2.5.
- 3.4.2. As explained in section 2.11, the Bid Guarantee shall be sent to the Purchaser email address specified in section 2.5 and to the Purchaser Treasury office (NCIABankGuarantee@ncia.nato.int). Additionally, a copy of the Bid Guarantee shall be included in this volume. Bidders are reminded that the Bid Guarantee shall reflect any extensions to the Bid Validity Date due to extensions in the Bid Closing Date.
- 3.4.3. No information disclosing or contributing to disclose the bid price shall be made part of the Bid Administration volume. Failure to abide to this prescription shall result in the bid being declared non-compliant.
- 3.4.4. The volume shall include the certificates set forth in the Annex to these Bidding Instructions, signed in the original by an authorised representative of the Bidder. The text of the certificates must not be altered in any way. The certificates are as follows:
 - 3.4.4.1. Annex C-1 (Certificate of Legal Name of Bidder)
 - 3.4.4.2. Annex C-2 (Acknowledgement of Receipt of IFB Amendments and Responses to Clarification Requests)
 - 3.4.4.3. Annex C-3 (Certificate of Independent Determination)
 - 3.4.4.4. Annex C-4 (Certificate of Bid Validity)
 - 3.4.4.5. Annex C-5 (Certificate of Exclusion of Taxes, Duties and Charges)
 - 3.4.4.6. Annex C-6 (Comprehension and Acceptance of Contract Special and General Provisions)
 - 3.4.4.7. Annex C-7 (Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements) with the prospective text of such Agreements, as applicable.
 - 3.4.4.8. Annex C-8 (Certificate of Compliance AQAP 2110 or ISO 9001:2015 or Equivalent) with a copy of the relevant quality certification attached to it.
 - 3.4.4.9. Annex C-9 (List of Prospective Subcontractors)
 - 3.4.4.10. Annex C-10 (Bidder Background IPR)
 - 3.4.4.11. Annex C-11 (List of Subcontractor IPR)

- 3.4.4.12. Annex C-12 (Certificate of NATO Member Country Origin of Delievered Equipment, Services, Materials and Intellectual Property Rights)
- 3.4.4.13. Annex C-13 (List of Proposed Key Personnel)
- 3.4.4.14. Annex C-14 (Disclosure of Involvement of Former NCI Agency employment)
- 3.4.4.15. Annex C-15 (NCI Agency AD.05.00, Code of Conduct: Post Employment Measures)

3.5. Volume II: Price envelope

- 3.5.1. Contents: one (1) ZIP file containing one (1) electronic copy in Microsoft Excel (readable and searchable) of the completed Bidding Sheets and one (1) PDF copy of the completed Bidding Sheets as detailed in § 3.3.
- 3.5.2. General Rules
- 3.5.2.1. Bidders shall prepare their Price Quotation by completing the Bidding Sheets referred in paragraph 3.5.1 above, in accordance with the instructions specified in Annexes A and B.
- 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. Bidders shall furnish Firm Fixed Prices for all required items in accordance with the format set forth in the Instructions for preparation of the Bidding Sheets. This includes Firm Fixed Prices for all optional CLINs.
- 3.5.2.4. Offered prices shall not be "conditional" in nature. Any comments supplied in the Bidding Sheets which are conditional in nature, relative to the offered prices, may result in a determination that the Bid is non-compliant.
- 3.5.2.5. Bidders are responsible for the accuracy of their Price Quotations. Price Quotations that have apparent computational errors may have such errors resolved in the Purchaser's favour or, in the case of gross omissions, inconsistencies or errors, may be determined to be non-compliant.
- 3.5.2.6. Bidders shall quote in their own national currency or in EURO. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:
- 3.5.2.6.1. The currency is of a "participating country" in the project, and
- 3.5.2.6.2. The Bidder can demonstrate, either through sub-contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major subcontracts and their approximate anticipated value should be listed on a separate sheet and included with the Price Quotation.

- 3.5.2.7. The Purchaser, by virtue of his status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct and indirect taxes (incl. VAT) and all customs duties on merchandise imported or exported.
- 3.5.2.8. Bidders shall therefore exclude from their price Bid all taxes, duties and customs charges from which the Purchaser is exempted by international agreement and are required to certify that they have done so through execution of the Certificate at Annex B-5.
- 3.5.2.9. Unless otherwise specified in the instructions for the preparation of Bidding Sheets in Annex A, all prices quoted in the proposal shall be on the basis that all deliverable items shall be delivered “Delivery Duty Paid (DDP)” in accordance with the International Chamber of Commerce INCOTERMS ® 2010.
- 3.5.2.10. The Bidder’s attention is directed to the fact that the Price Volume 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 and may cause for a determination of non-compliance by the Purchaser.

3.6. Volume III: Technical

- 3.6.1. Contents: One (1) ZIP file submitted by email, containing the 5 files listed in Section 3.2.1.
- 3.6.2. The Technical Volume is comprised of five (5) parts. Each of the parts shall be self-contained as a separate electronic file, named as described in section 3.3.4.
 - 3.6.2.1. Part 1: Maintenance Services Proposal, as described in section 3.6.7
 - 3.6.2.2. Part 2: Staffing Proposal, as described in section 3.6.8
 - 3.6.2.3. Part 3: Reporting Services Proposal, as described in section 3.6.9
 - 3.6.2.4. Part 4: Other requirements Proposal, as described in section 3.6.10
 - 3.6.2.5. Part 5: Cross Reference matrix and past performance documents, as described in section 3.6.11
- 3.6.3. No information disclosing or contributing to disclose the bid price shall be made part of the Technical Volume. Failure to abide to this prescription shall result in the bid being declared non-compliant.
- 3.6.4. It is of utmost importance that Bidders respond to all of the technical requirements contained in the IFB 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 each requirement will be met.
- 3.6.5. Font Type and Size
 - 3.6.5.1. “Times New Roman” fonts in size 12 shall be used for normal text, and “Arial Narrow” fonts not smaller than size 10 for tables and graphics.
- 3.6.6. The Technical Volume shall include a Table of Contents (No page limit): which lists not only the section headings but also the major sub-sections, and topic headings required set forth in these Instructions or implicit in the organisation of the Technical Volume
- 3.6.7. Part 1: Maintenance Services Proposal
 - 3.6.7.1. All areas of the Maintenance Services proposal shall comprehensively demonstrate feasibility, logic and reasonableness of the proposed solution and shall include sub-contract activities, detailing the responsibilities of any/all sub-contractors, defining which tasks the sub-contractors shall be responsible, shall address the relationship

associated control mechanisms to support quality, change and configuration procedures in delivering products.

- 3.6.7.2. The Bidder shall provide proof of partnership status for the vendors as described in the SOW.
- 3.6.7.3. The bidder shall provide proof how restoration of services will be provided.
- 3.6.7.4. The Bidder has provided an offer for each unit of equipment using the requested service flavour as per the list under Annex D of the SOW.
If the Bidder identifies end of life item listed in the Bidding sheets evaluated portion, she/he shall raise a Clarification Request to the Purchaser.
- 3.6.7.5. The Bidder shall provide a draft CLS Plan (CLSP) in accordance with SOW paragraph MS3. The draft CLSP shall clearly describe how the Bidder intends to address in detail all requirements in this SOW. A full CLSP is not required as part of the Bid. However, the Bidder shall provide sufficient detail in the Draft CLSP such that the Purchaser will be capable of assessing the feasibility of the solution.
- 3.6.7.6. The Bidder shall detail its approach and shall demonstrate the maturity of the solution.
- 3.6.7.7. The CLSP shall contain a confirmation that all requirements of the SOW are met by the proposed solution.
- 3.6.7.8. The Bidder shall provide evidence of a helpdesk functionality through provision of a helpdesk manual/procedures and helpdesk 24/7 phone number.
- 3.6.7.9. The Bidder shall provide manual(s), print screens and a description of functionalities as evidence of an on-line ticketing system.
- 3.6.7.10. The Bidder shall provide an example of an acceptance document which is to be issued to the Contractor to confirm acceptance of replacement device
- 3.6.7.11. The Bidder shall provide proof on how End of Sales/End of Support will be announced during the contract period.
- 3.6.7.12. The Bidder will provide an example on how the assessment (engineering evaluation) is done with regards to the replacement of parts technically compatible with the existing device/parts
- 3.6.7.13. The Bidder shall provide an example of how a Cisco device is updated in the OEM Vendors Maintenance Support database.

- 3.6.7.14. The Bidder shall provide an example of logistics data it will provide to the Purchaser related to removal and replacement of equipment, taking into account the Purchaser's defective media retention policy (DMR).
- 3.6.7.15. The Bidder shall provide detailed process with regards to the RMA (Return Material Authorization) instructions for faulty items (for both NATO UNCLASSIFIED/NATO RESTRICTED and NATO SECRET items)
- 3.6.7.16. The Bidder shall provide the process on how information on the availability of software upgrades for any item covered within the scope of the Contract and support access to vendor software will be provided to the Purchaser.
- 3.6.7.17. The Bidder shall provide an example of how license management with the relevant OEMs is performed. This includes reporting.
- 3.6.7.18. The Bidder shall provide an example of how software is updated in the OEM Vendors Maintenance Support database.
- 3.6.7.19. The Bidder shall provide a detailed process of how to engage with the OEM Technical Assistance for Hardware and Software under scope of this Contract.
- 3.6.8. Part 2: Staffing Proposal
 - 3.6.8.1. The Bidder shall provide named individuals of key personnel and agree to comply to requirements stated in the SOW concerning staffing.
 - 3.6.8.2. The Bidder shall provide the Curriculum Vitae (CV) or resume of the all personnel and the profiles of the proposed personnel. The Bidder shall detail compliancy to the minimum skills identified in SOW.
 - 3.6.8.3. The Bidder shall provide a detailed process on how on-site incident intervention will be initiated and acceptance criteria.
 - 3.6.8.4. The Bidder shall provide detailed overview on how on-site consultancy services will be initiated, the details on provisioning timelines, mitigation actions and acceptance criteria.
 - 3.6.8.5. The Bidder shall provide detailed proof of extra support that will be provided in case the Purchaser decides to exercise the Special Events optional support.
- 3.6.9. Part 3: Reporting Proposal

- 3.6.9.1. The Bidder shall provide a detailed example of the reports concerning the OEM technical documentation or updates to existing OEM technical documentation, in scope of the SOW.
 - 3.6.9.2. The Bidder shall provide an example of the quarterly and annual reports with information as stated within the SOW.
 - 3.6.9.3. The Bidder shall provide statement agreeing to provide quarterly and annual reports before respectively the end of the first month after the quarter or the end of calendar year.
 - 3.6.9.4. The Bidder shall provide statement agreeing to execute corrective actions within 15 calendar days in case of unacceptance by the Purchaser of the reports.
 - 3.6.9.5. The Bidder shall provide three (3) detailed examples of how the Bidder intends to provide and maintain a documentation library on the internal Purchaser's provided MS Sharepoint. Thorough knowledge of MS SharePoint needs to be proven.
- 3.6.10. Part 4: Other requirements Proposal
- 3.6.10.1. The Bidder shall provide a list of all key personnel with a valid NATO Personal Security Clearance at least to the NATO SECRET level.
 - 3.6.10.2. The Bidder shall provide agreement that access process to NATO HQ areas will follow guidelines as set out in SOW.
 - 3.6.10.3. The Bidder shall provide named individuals as point of contact as stipulated in SOW.
- 3.6.11. Part 5: Cross Reference Matrix and past performance documents
- 3.6.11.1. The bidder shall provide a fully completed Cross reference/Compliance table.
 - 3.6.11.2. The bidder shall provide the Past Performance Documents (Questionnaire and References).

SECTION 4 BID EVALUATION AND CONTRACT AWARD

4.1. General

- 4.1.1. The evaluation of bids will be made by the Purchaser solely on the basis of the requirements specified in this IFB.
- 4.1.2. All bids will be evaluated solely using the evaluation criteria contained herein. Technical Proposals will be evaluated strictly against the technical criteria and not against other Technical Proposals submitted.
- 4.1.3. The evaluation of Bids and the determination as to the compliance or technical adequacy of the supplies and services offered will be based only on that information furnished by the Bidder and contained in his bid. The Purchaser shall not be responsible for locating or securing any information that is not identified in the Bid.
- 4.1.4. The Bidder shall furnish with his Bid all information requested by the Purchaser in Book I, Section 3, Bid Preparation Instructions. Significant omissions and/or cursory submissions may result in a determination of non-compliance without recourse to further clarification. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this IFB.
- 4.1.5. During the evaluation, the Purchaser may request clarification of the bid from the Bidder and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final assessment of the bid based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the Bid and to permit the Bidder to state his intentions regarding certain statements contained therein. The purpose of the clarification stage is not to elicit additional information from the Bidder that was not contained in the original submission unless specified differently in this document or to allow the Bidder to supplement cursory answers or omitted aspects of the Bid. The Bidder is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to his price quotation at any time.
- 4.1.6. The Bidder's prompt response to the Purchaser's clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests (minimum 24 hours next working day) may cause the Bid to be deemed non-compliant.

- 4.1.7. 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 and by interviewing Key Personnel. This includes the right to validate, by physical inspection, the facilities and assets of proposed subcontractors. The Bidder shall be responsible for providing access to his own or Subcontractors' facilities and personnel.
- 4.1.8. The evaluation will be conducted in accordance with NATO Financial Rules and Procedures.
- 4.1.9. Evaluation of this IFB will be conducted in accordance with the "One Envelope" procedure in which the Price Proposal of each administratively compliant Bidder is evaluated first, and only the Technical Proposal of the apparent lowest priced bid is then evaluated for compliance with the technical requirements of the IFB.
- 4.1.10. The Bidder who has offered the lowest priced, technically compliant bid will be offered the contract for award.

4.2. Evaluation Procedure

- 4.2.1. The evaluation will be done as described below:
 - 4.2.1.1. Step 1: Administrative Compliance
 - 4.2.1.1.1. Bids received will be reviewed for compliance with the mandatory administrative requirements specified in paragraph 4.3. Bids not meeting all of the mandatory administrative requirements may be determined to be non-compliant and not considered for further evaluation.
 - 4.2.1.2. Step 2: Price Evaluation
 - 4.2.1.2.1. In Step 2, the Price Quotations of all bids not considered non-compliant under the previous step will be opened and evaluated in accordance with paragraph 4.4.
 - 4.2.1.3. Step 3: Technical Evaluation
 - 4.2.1.3.1. In Step 3, the Technical Proposal of the lowest-priced Bid will be opened and evaluated in accordance with paragraph 4.5.

4.3. Evaluation Step 1 - Administrative Compliance

- 4.3.1. Bids will be reviewed for compliance with the formal requirements for Bid submission as stated in this IFB and the content of the Administrative Envelope. The evaluation of the Bid Administration Volume will be made

on its completeness, conformity and compliance to the requested information. The following requirements shall be verified:

- 4.3.1.1. The Bid was received by the Bid Closing Date and Time,
- 4.3.1.2. The Bid is packaged and marked properly,
- 4.3.1.3. The Bid Administration Volume contains the documentation listed in paragraph 3.4 and complies with the formal requirements established in paragraph 3.1 through 3.2.
- 4.3.1.4. The Bidder has not taken exception to the Terms and Conditions of the Prospective Contract or has not qualified or otherwise conditioned his offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work.
- 4.3.1.5. **Receipt of an unreadable electronic bid.** If a bid received at the Purchaser's facility by electronic data interchange is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, the Contracting Officer shall immediately notify the Bidder that the bid will be rejected unless the Bidder provides clear and convincing evidence:
 - 4.3.1.5.1. Of the content of the bid as originally submitted; and,
 - 4.3.1.5.2. That the unreadable condition of the bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.
- 4.3.2. A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.3.3. Bids that are determined to be administratively compliant will proceed to Step 2, Price Evaluation.
- 4.3.4. Notwithstanding paragraph 4.3.1.4, if it is later discovered during either the Price or Technical evaluation, that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned his offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work, the Bidder may be determined to have submitted a non-compliant bid.

4.4. Evaluation Step 2 – Price Evaluation

- 4.4.1. The Bidder's Price Quotation will be first assessed for compliance against the following standards:
 - 4.4.1.1. The Price Quotation meets the requirements for preparation and submission of the Price Quotation set forth in the Bid Preparation

Section and the Instructions for Preparation of the Bidding Sheets in Annex A-1 in particular.

- 4.4.1.2. The Bidder has furnished Firm Fixed Prices for all items listed. Not having provided a price for all items as required per the Bidding sheets, i.e. to fill out all yellow fields, may render the bid non-compliant. Prices cannot be embedded/included in other prices.
- 4.4.1.3. All pricing data, i.e., quantities, unit prices, has been provided as reflected in the Bidding Sheets.
- 4.4.1.4. Bid prices include all costs for items supplied, delivered, and supported.
- 4.4.1.5. All prices have been accurately entered into appropriate columns, and accurately totalled.
- 4.4.1.6. The Bidder has provided accurate unit price (where required) and total price for each line item.
- 4.4.1.7. The Bidder has provided accurate unit prices and total prices of each of the sub-items she/he added (if any).
- 4.4.1.8. The currency of all line items has been clearly indicated.
- 4.4.1.9. The Bidder has quoted in his own national currency or in the host nation currency, Euros. Where multiple currencies including other NATO member states' currencies are quoted, the conditions of Section III, paragraph 3.5.2.6 are met.
- 4.4.1.10. The Bidder has indicated that in accordance with the treaties governing the terms of business with NATO, he has excluded from his prices all taxes, duties and customs charges from which the Purchaser has been exempted.
- 4.4.1.11. Price quotes for each individual item(s), and totalled prices are accurate and realistic (based on historic data, and/or market and competitive trends in the specified industrial sector(s)).
 - 4.4.1.11.1. Detailed pricing information has been provided and is adequate, accurate, traceable, and complete.
 - 4.4.1.11.2. The Price Quotation meets requirements for price realism and balance as described below in paragraph 4.4.4.
- 4.4.2. A Bid which fails to meet the compliance standards defined in this section may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.4.3. Basis of Price Comparison to determine lowest compliant bid

- 4.4.3.1. The Purchaser will convert all prices quoted into EURO for purposes of comparison. 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.
- 4.4.3.2. The total sum to determine the lowest price compliant bid will be equal to the sum of the following CLIN items: CLIN 1-Service Flavor- Base Period years 2024-26, CLIN 2 - Staffing - Base Period years 2024-26, CLIN 3 - Reporting - Base Period years 2024-26 and CLIN 4 - On-site Consultancy Services - Base Period years 2024-26.
- 4.4.3.3. The Total Sum as detailed in the Bidding sheets is used solely for the purpose of determining the lowest price compliant bid.
- 4.4.4. Price Realism
 - 4.4.4.1. Should a Bidder submit a price proposal that it is not a realistic reflection of the objective cost of performance of the associated technical proposal, this may be considered by the Purchaser to be an unrealistic price and may be determined to be non-compliant.
 - 4.4.4.2. Possible indicators of an unrealistic price proposal may include, but are not limited to:
 - 4.4.4.2.1. Labour costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the Bidder locality for the types of labour proposed.
 - 4.4.4.2.2. 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.
 - 4.4.4.2.3. Line item prices for supplies and services that are provided at no cost or at nominal prices
 - 4.4.4.3. If the Purchaser suspects that a Bidder has proposed an unrealistic price, the Purchaser will request clarification of the proposal in this regard and the Bidder shall provide explanation. If a Bidder fails to submit a comprehensive and compelling response the Purchaser may determine the proposal submitted as non-compliant. Alternatively, the Bidder may respond and request to withdraw from the competition.
 - 4.4.4.4. If the Purchaser accepts the Bidder's explanation, the Bidder shall agree that any supporting pricing data submitted with its proposal 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.

4.5. Evaluation Step 3 – Technical Evaluation/Criteria

- 4.5.1. Upon determination of the lowest-priced Bid as described above, the Bid shall be evaluated to confirm compliance with the requirements stated in Book I, Section 3.6 and Book II, Part IV - Statement of Work (SOW).
- 4.5.2. In order for a Bid to be determined to be technically compliant, the Bidder shall have submitted a Proposal which has addressed all requirements as detailed in the Bidding Instructions at Section 3.6 and subsequently has fully met, after evaluation by the Purchaser, all the criteria thereof. In particular, the Technical Proposal will be reviewed for compliancy of all Sections of the Proposal, including the draft CLSP, containing sufficient details necessary to make a positive determination of compliancy.
- 4.5.3. As well, the Cross Reference/ Compliance Table as detailed in Annex E-1 shall clearly indicate full compliance with all listed project technical requirements.
- 4.5.4. Within the Cross Reference / Compliance Table, item 9, evaluation shall be done by assessing compliancy for the listed question against a scale of 1 to 5, in which 1 is very poor and 5 is excellent. An average score below 3 may result in a non-compliancy. For each question the scoring of the evaluators will be averaged.

Annex B Bidding Sheets

A-1 Introduction

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

A-2 General Requirements

1. Bidders are required, in preparing their Price Quotation to utilise the electronic Excel file provided as part of this IFB and referenced in Annex A-3.
2. This Excel file includes detailed instructions on each tab that will facilitate bidders' preparation of the bid pricing. These instructions are mandatory.
3. Materials – Hardware & Software per Service Flavour

Gold, Silver and Bronze service flavours are **not** necessarily equal to industry defined packages but are as defined in the SOW.

4. Labour – Staffing, Reporting, Special Events

As depicted in Book II of IFB-CO-115800-NHQ, SOW, Section 5 Staffing, Section 6 Reporting, , the Agency has defined requirements that each Bidder must provide a price for the majority of which will be labour effort (and possibly potential support contracts) each Bidder must provide realistic prices for in accordance with Sections 4.4.3 & 4.4.4 of this document. The prices and quantities entered on the document shall reflect the total items required to meet the Contractual requirements.

5. In preparing the Bidding Sheets, Bidders shall ensure that the prices of any Sub-items total the price of the major item of which they constitute a part.
6. All metrics (e.g., cost associated with labour) will be assumed to be standard or normalised to 7.6 hour/day, for a five day working week at NATO and National sites and Contractor facilities, unless indicated differently in the SOW.
7. Should the Apparent Lowest Compliant bid be in other than Euro currency, the award of the Contract will be made in the currency or currencies of the bid.
8. 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.
9. If the Bidder identifies an error in the spreadsheet, it should notify the Purchaser through the process described under Section 2.6 above. The Purchaser will then make a correction and notify all the Bidders of the update.
10. Prices shall not include any provision for taxes or duties for which the Purchaser is exempt.

A-3 Bidding Sheets

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

“3_IFB-CO-115800-NHQ - Book I - Bidding Sheets.xls”
2. Bidders shall include this file in its proposal in the same Excel format in which it is provided in this IFB.

Annex A *Bidding Sheets*

**Provided under separate MS Excel File:
“IFB-CO115800-NHQ_Bidding-sheets.xls”**

Annex B 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 maybe added or tabs may be duplicated if multiple currencies are bid, including extra provisions for all totals. All currencies must be clearly indicated in the appropriate cells and the firm fixed price grand totals shall refer to each currency used.

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.

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 formulas are designed to ease evaluation of the bidders proposal and 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 include detailed instructions and are organised according to the following structure:

3.1 Offer Summary

3.2 BASE PERIOD-Service Flavor

3.3 BASE PERIOD-Other

3.6 BASE PERIOD- Options non eval.

4. COMPLETING “Offer Summary” Sheet

The “Offer Summary” sheet is intended to summarize all CLINs. All prices included in the “Offer Summary” sheet shall be linked to the “BASE PERIOD-Service Flavor”, “BASE PERIOD-Other” and “BASE PERIOD- Options non eval.” sheets. For multiple currencies, additional columns may be inserted, or the sheet may be replicated for each currency.

5. COMPLETING “BASE PERIOD-Service Flavor”, “BASE PERIOD-Other” and “BASE PERIOD- Options non eval.” sheets.

Please refer to the Bidding Sheets themselves where any information found within GREEN boxes throughout the entire document is provided as an instruction

Annex C Prescribed Administrative Forms and Certificates

Annex C-1. Certificate of Legal Name of Bidder

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

FULL NAME OF CORPORATION: _____

DIVISION (IF APPLICABLE): _____

SUB DIVISION (IF APPLICABLE): _____

OFFICIAL MAILING ADDRESS

E-MAIL ADDRESS: _____

POINT OF CONTACT REGARDING THIS BID:

NAME: _____

POSITION: _____

TELEPHONE: _____

ALTERNATIVE POINT OF CONTACT:

NAME: _____

POSITION: _____

TELEPHONE: _____

Date

Signature of Authorised Representative

Printed Name

Title

Annex C-2.

Company
**Acknowledgement of Receipt of IFB
Amendments and Responses to Clarification
Requests (if applicable)**

I confirm that the following amendments to Invitation for Bid CO-115800-NHQ 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 C-3. Certificate of Independent Determination

1. Each Bidder shall certify that in connection with this procurement:
 - a. This Bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;
 - b. The contents of this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor, and
 - c. No attempt has been made, or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.
2. Each person signing this Bid shall also certify that:
 - a. He/she is the person in the Bidder's organisation responsible within that organisation for the decision as to the bid and that he/she has not participated and will not participate in any action contrary to 1(a) through 1(c) above, or
 - b. (i) He/she is not the person in the Bidder's organisation responsible within that organisation for the bid but that he/she has been authorised in writing to act as agent for the persons responsible for such a decision in certifying that such persons have not participated, and will not participate in any action contrary to 1(a) through 1(c) above, and as their agent does hereby so certify, and
(ii) He/she has not participated and will not participate in any action contrary to 1(a) through 1(c) above.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

NOTE: IF THE BIDDER DELETES OR MODIFIES SUBPARAGRAPH (1B) OF THIS ANNEX, THE BIDDER MUST FURNISH WITH ITS OFFER A SIGNED STATEMENT SETTING FORTH IN DETAIL THE CIRCUMSTANCES OF THE DISCLOSURE.

Annex C-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 nine (9) months from the Bid Closing Date of this Invitation for Bid.

Date

Signature of Authorised Representative

Printed Name

Title

Company

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

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

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

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

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

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

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

These supplemental agreements are listed as follows:

(insert list of supplemental agreements or specify "none")

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

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

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

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

Date

Signature of Authorised Representative

Printed Name

Title

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Annex C-8.

**Certificate of Compliance AQAP 2110 or ISO
9001:2015 or Equivalent**

I hereby certify that _____(name of Company) possesses and applies Quality Assurance Procedures/Plans AQAP 2110 or ISO 9001:2015 or equivalent as evidenced through the attached documentation¹.

Date

Signature of Authorised Representative

Printed Name

Title

Company

¹ Bidders must attach copies of any relevant quality certification.

Annex C-9. List of Prospective Subcontractors

Name and Address of Sub-Bidder	DUNS Number ²	Primary Location of Work	Items/Services to be Provided	Estimated Value of Sub-Contract

Date

Signature of Authorised Representative

Printed Name

Title

Company

² Data Universal Numbering System (DUNS). Bidders are requested to provide this data in order to help NCI AGENCY to correctly identify Subcontractors. If a Subcontractor's DUNS is not known this field may be left blank.

Annex C-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.

[illegible]

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

Date _____

Signature of Authorised Representative

Printed Name _____

Title _____

Company

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Annex C-11. List of Subcontractor IPR

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

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

ITEM	DESCRIPTION

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

Date

Signature of Authorised Representative

Printed Name

Title

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Annex C-12. Certificate of NATO Member Country Origin of Delivered Equipment, Services, Materials and Intellectual Property Rights

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

- (a) none of the work, including project design, labour and services shall be performed other than by firms from and within participating NATO member countries;
- (b) no material or items of equipment down to and including identifiable sub- assemblies shall be manufactured or assembled by a firm other than from and within a participating NATO member country (a sub-assembly is defined as a portion of an assembly consisting of two or more parts that can be provided and replaced as an entity)*; and
- (c) the intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fees or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member countries.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

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

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Annex C-13. List of Proposed Key Personnel

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

Personal Data Protection

Although NATO, as an international organization, is not subject to GDPR and national data protection law, it is committed to protecting the personal data that it processes. All processing of personal data will be done in accordance with applicable NATO policies and regulations.

Position	SOW Reference	Labour Category	Name	Designation Period
<i>Maintenance Manager</i>				

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex C-14. Disclosure of Involvement of Former NCI Agency Employment**Disclosure of Involvement of Former NCI Agency Employment**

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

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

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

- ☐ Have not held employment with NCI Agency within the last two years.
- ☐ Has obtained a signed statement from the former NCI Agency personnel below, who departed the NCI Agency within the last two years, that they were not previously involved in the project under competition (as defined in the extract of the NCI Agency Code of Conduct provided in Annex C-15 of this IFB):

Employee Name	Former NCIA Position	Current Company Position

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

Date

Signature of Authorised Representative

Printed Name

Title

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Annex C-15. NCI Agency AD. 05.00, Code of Conduct: Post Employment Measures

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

5. The ASB Chairman will be the approving authority upon recommendation by the Legal Adviser when the NCI Agency Personnel concerned by the above is the NCI Agency General Manager and will notify the ASB.
6. NCI Agency Personnel leaving the Agency shall sign a statement that they are aware of the post-employment measures set out in this Directive.
7. The post-employment measures set out in this Directive shall be reflected in the NCI Agency procurement documents, such as IFBs, and contract provisions.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex D Bid Guarantee - Standby Letter of Credit

Standby Letter of Credit Number:

Issue Date: _____

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

Expiry Date: _____

1. We, (issuing bank) hereby establish in your favour our irrevocable standby letter of credit number {number} by order and for the account of (NAME AND ADDRESS OF BIDDER) in the original amount of € 300,000.00 (Three Hundred Thousand Euro). We are advised this Guarantee fulfils a requirement under Invitation for Bid IFB-CO-115800-NHQ dated _____.

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

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

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

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

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

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

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

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

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

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

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

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

8. Multiple drawings are allowed.

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

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

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

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

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

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Annex E Clarification Request Form

Company Name _____ Submission Date _____

**INVITATION FOR BID
IFB-CO-115800-NHQ**

CLARIFICATION REQUEST FORM

NATO UNCLASSIFIED

Company Name _____

Submission Date _____

ADMINISTRATION or CONTRACTING				
Serial No.	IFB Ref.	Bidder's Question	NCI Agency Answer	Status
A.1				
A.2				
A.3				
A.4				
A.5				

Company Name _____

Submission Date _____

PRICE				
Serial No.	IFB Ref.	Bidder's Question	NCI Agency Answer	Status
P.1				
P.2				
P.3				
P.4				
P.5				

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Company Name _____

Submission Date _____

TECHNICAL				
Serial No.	IFB Ref.	Bidder's Question	NCI Agency Answer	Status
T.1				
T.2				
T.3				
T.4				
T.5				

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Annex F Technical Evaluation documents

F-1 CROSS REFERENCE / COMPLIANCE TABLE

Bidders shall complete column “**BID REFERENCE**” with Bid references that locate the technical proposal documentation required by the RFQ, e.g. section, paragraph, table (*if applicable*), page number etc.

One copy each of the duly completed Cross Reference/ Compliance Table is to be included in the Bid Administration Package, as well as the Technical Proposal Package.

Item	Bidding Instructions Ref	SOW Reference	EVALUATION CRITERIA	BID REFERENCE
1	3.6.2.5 – Annex F-1		The bidder has provided a fully completed Cross reference/Compliance table	<i>Bidder to complete</i>
	3.6.2.5 – Annex F-2-3		The bidder has provided the Past Performance Documents (Questionnaire and References)	
2		MS1	The bidder has provided proof of partnership status for the vendors as described in the SOW.	
3		MS2	The bidder has provided proof how restoration of services will be provided.	
4		MS3	The Bidder has provided a draft CLS Plan which clearly describes how the Bidder intends to address in detail how the Contractor intends to fulfil all requirements in this SOW.	
5		MS4		

Item	Bidding Instructions Ref	SOW Reference	EVALUATION CRITERIA	BID REFERENCE
			The Bidder has provided an offer for each unit of equipment using the requested service flavour as per the list under Annex D of the SOW.	
6		MS6 – SR1	The Bidder has provided evidence of a helpdesk functionality through provision of a helpdesk manual/procedures and helpdesk 24/7 phone number.	
7		MS7	The Bidder has provided manual(s), print screens and a description of functionalities as evidence of an on-line ticketing system.	
8		MS8	The Bidder has explained how it plans to support pro-active maintenance on well identified parts of the Purchaser's ICT systems and infrastructure. Such pro-active maintenance shall support preventive measures in order to reduce the risk on outages or degradations of quality or performance.	
9	4.5.4	MS3, SR 1, TS 1-15 (one example)	Has the Bidder provided sufficient level of confidence with regards to the requirements in stated SOW references.	
10		MS9	The Bidder has provided an example of an acceptance document.	
11		MS10	The Bidder has provided proof on how End of Sales/End of Support will be announced during the contract period.	
12		MS11	The Bidder will provide an example on how the assessment (engineering evaluation) is done with	

Item	Bidding Instructions Ref	SOW Reference	EVALUATION CRITERIA	BID REFERENCE
			regards to the replacement of parts technically compatible with the existing device/parts.	
13		MS12	The Bidder has provided example of how a Cisco device is updated in the OEM Vendors Maintenance Support database.	
14		MS13	The Bidder has provided an example of logistics data it will provide to the Purchaser related to removed and replaced equipment, taking in account the Purchaser's defective media retention policy (DMR).	
15		MS14-15	The Bidder has provided a detailed process with regards to the RMA (Return Material Authorization) instructions for faulty items (for both NU/NR and NS items)	
16		MS17	The Bidder has provided the process on how information on the availability of software upgrades for any item covered within the scope of the Contract and support access to vendor software will be provided to the Purchaser.	
17		MS18-19-20	The Bidder has provided example of how license management with the relevant OEMs is performed. This includes a reporting.	
18		MS21	The Bidder has provided example of how software is updated in the OEM Vendors Maintenance Support database.	
19		MS24	The Bidder has provided a detailed process of the OEM Technical Assistance for Hardware and Software under scope of this Contract.	

Item	Bidding Instructions Ref	SOW Reference	EVALUATION CRITERIA	BID REFERENCE
20		SR2-SR3– SR4	The Bidder has provided named individuals of key personnel and agrees to comply to requirements.	
21		SR13	The Bidder has provided the Curriculum Vitae (CV) or resume of the all personnel and the profiles of the proposed personnel are compliant to the minimum skills identified in SOW (SR5, SR6, SR7, SR8, SR9, SR10, SR12).	
22		SR15-SR16	The Bidder has provided a detailed process on how on-site incident intervention will be initiated.	
23		-SR17-SR18-SR19-SR20-SR21	The Bidder has provided detailed overview on how on-site consultancy services will be initiated, the details on provisioning timelines, mitigation actions and acceptance criteria.	
24		Reserved		
25		RS1	The Bidder has provided a detailed example of the reports concerning the OEM technical documentation or updates to existing OEM technical documentation, in scope of this Contract.	
26		RS2-RS3-RS8	The Bidder has provided an example of the quarterly and annual reports with information as stated within the SOW.	
27		RS4-RS5-RS9	The Bidder has provided statement agreeing to provide quarterly and annual reports before respectively the end of the first month after the quarter or the end of calendar year.	
28		RS7	The Bidder has provided statement agreeing to execute corrective actions within 7 calendar days in	

Item	Bidding Instructions Ref	SOW Reference	EVALUATION CRITERIA	BID REFERENCE
			case on unacceptance by the Purchaser of the reports.	
29		DS1	The Bidder has provided detailed examples (3) of how it intends to provide and maintain a documentation library on the internal Purchaser's provided Sharepoint. Thorough knowledge of Sharepoint has to be provided.	
30		SC1-SC2	The Bidder has provided a list of all key personnel with a valid NATO Personal Security Clearance at least to the NATO SECRET level.	
31		AR1-AR2-AR3	The Bidder has provided agreement that access process to NATO HQ areas will follow guidelines as set out in SOW.	
32		POC1-POC2	The Bidder has provided named individuals as point of contact as stipulated in SOW.	
33		TS1,TS2 and TS3	The Bidder has provided statement agreeing to execute the Transition Activities.	

F-2 PAST PERFORMANCE QUESTIONNAIRE

Bidders shall ask 3 previous customers to complete the “Past Performance Questionnaire” and submit these as part of their technical proposal.

Questionnaire is included in the Bidding Instructions.

PAST PERFORMANCE QUESTIONNAIRE

1. Contractor's Details <i>(the name, address, etc of the company that has <u>provided</u> the goods/services)</i>
2. Customer's Details <i>(the name, address, etc of the company which has <u>received</u> the goods/services)</i>
3. Customer's POC: Name: _____ Tel: _____ Email: _____ Fax: _____
4. Contract reference/Title:
5. Contract type: () Firm Fixed Price* () Cost Reimbursement* () Best Value* () Other* (Please specify) (*) <i>Mark with a cross</i>
6. Period of Performance: From _____ to _____
7. Contract amount: - at the time of award: _____ - after modifications: _____
8. Description of Contract Service:
9. Complexity of Work: () Difficult* () Routine* (*) <i>Mark with a cross</i>

10. Evaluation Factor	11. Comments (Attach additional sheets, if necessary.)	12. Rating ¹
a. Quality of Work		
b. Personnel		
c. Subcontractor Mgmt		
d. Business Relations		
e. Timeliness of Performance		
f. Customer Satisfaction		
g. Cost/Budget Control		
13. Considering all of the information provided above, please rate the contractor's performance overall (*): <input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/> Unsatisfactory (*) Mark with a cross		
14. Would you select this firm again? Please explain. (Attach additional sheet if necessary.)		
15. Name & Date	17. Signature	
16. Title		

Past Performance Rating Guidelines:

Summarise Contractor Performance In each of the rating areas.

Assign each area a rating of Unsatisfactory, Poor, Fair, Good, Excellent.

Use the following instructions as guidance in making these evaluations.

There is no corresponding guidance for “Customer Satisfaction”.

Please use the comments area on the preceding form to justify the rating given “Customer Satisfaction”

Ratings	Quality of Work/Personnel/Service	Cost Control	Timeliness of Performance	Business Relations/Sub Contractor Management
	Compliance w/contract requirements Accuracy of reports Appropriateness of personnel Technical excellence	Cost efficiencies Change orders issued	Reliable Responsive to technical direction Completed on time	Effective Mgmt Businesslike correspondence Responsive to contract requirements
Unsatisfactory	Non conformances are compromising the achievement of contract requirements	Cost issues are compromising performance	Delays are compromising achievement of contract requirements	Response is not effective
Poor	Non conformances require major customer resources to ensure achievement of contract requirements	Cost issues require major customer resources to ensure achievement of contract requirements	Delays require major customer resources to ensure achievement of contract requirements	Response is marginally effective

Fair	Non conformances require minor customer resources to ensure achievement of contract requirements	Cost issues require minor customer resources to ensure achievement of contract requirements	Delays require minor customer resources to ensure achievement of contract requirements	Response is somewhat effective
Good	Non conformances do not impact achievement of contract requirements	Cost issues do not impact achievement of contract requirements	Delays do not impact achievement of contract requirements	Response is usually effective
Excellent	There are no quality problems	There are no cost issues	There are no delays	Response is effective

F-3 PAST PERFORMANCE REFERENCE

Please indicate 3 current or recent contracts with substantially similar scope and magnitude to the requirements.

Please provide evidence of your experience in the domain of the scope of this IFB by providing:

List of main expert, engineering and maintenance services provided in relation to three (3) different Purchasers over the past three (3) years, with details of the values, dates and indication of type of Purchaser (public or private sector). The three (3) Purchaser examples must have multiple hardware and software vendors such as is the case for NATO HQ. Please also provide certificates of good execution of maintenance support, duly signed and dated by the Purchasers.

1st reference:

Contract reference (if applicable)	
Start date of contract	
End date of contract	
Value of contract	
Customer's name	
Customer's Point of Contact capable of providing information giving name, telephone and email.	

2nd reference:

Contract reference (if applicable)	
Start date of contract	
End date of contract	
Value of contract	
Customer's name	
Customer's Point of Contact capable of providing information giving name, telephone and email.	

3rd reference:

Contract reference (if applicable)	
Start date of contract	
End date of contract	
Value of contract	

Customer's name	
Customer's Point of Contact capable of providing information giving name, telephone and email.	



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

IFB-CO-115800-NHQ

Amendment 1

Provision of Level 3 IT Support at NATO Campus

Statement of Work (SOW)

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Provision of Level 3 IT Support at NATO Headquarters

1. Introduction

NCI Agency CIS Support Unit (CSU) Brussels, located in Brussels (BEL) is the primary Information, Communications and Technology (ICT) service provider for 24/7 support to the Secretary General, the International Staff (IS), the International Military Staff (IMS), the NATO Enterprise and other Customers in the NATO Headquarters in Brussels. CSU Brussels enables end-to-end CIS services as it installs, operates, maintains and supports the full range of CIS capabilities.

There are multiple suppliers used in the ICT component of the Headquarters and each component requires vendor support arrangements for maintenance support.

The document describes the detailed requirements for the provision of Coordination, Operation and Maintenance services covering the vendor support arrangements for maintenance support.

2. Scope

The Contract Scope of Work concerns the support of Level 3 ICT services, including maintenance related to the Active Devices and Software installed at NATO Headquarters. Service provisioning shall take place at NATO Headquarters campus (Brussels, Belgium).

The objective of the support arrangement is to provide a centralized framework contract covering Level 3 IT Support in niche areas, such as for example Servers, Storage, Networking, Security, Software, and more and arrange for the underpinning support contract with a Contractor and/or the OEM vendors. The activities shall include hardware repairs and replacement, adequate supply support for maintenance activities, software support, consultancy, incident support and all other 3rd level support beyond the Purchaser's staff expertise.

The management of the respective Level 3 IT Support Agreements shall be led by a Level 3 Maintenance Manager, and organized as such to enable the NCI Agency and NATO to receive Level 3 support on a 24/7 basis, if and where required and as further specified in the Statement of Work. The requested support services will be subject to key operational and logistics performance targets. The Contractor shall assist the NATO IT organization in managing the

maintenance and support services provided by the OEM vendors by having representation on site and embedded within the Purchaser's IT Organization. As the NCI Agency and NATO have unique security and language requirements, the Contractor shall ensure to meet the Level 3 IT Support security restrictions and regulations and shall present a solution that is supportable without direct connections to other systems.

3. Management and Implementation: Levels of Support

Support is organised in three levels. The first and second level of support is executed by the Purchaser. The Contractor shall offer third level of support, and maintain a log of all actions carried out by the Contractor and periodically report. The Purchaser shall be able to access all logs at all times.

3.1. Level 1 Support

The support level provides first-line support for incidents when they occur by following the Purchaser incident management process. This support is embedded within the different functional departments within Operations Centre, Customer Support Units (CSUs) and Service Lines. Responsibilities include:

- Recording all incidents.
- Analysing for correct categorization and prioritization in accordance with Service Level Agreements.
- Routing incidents to support specialist groups when required.
- Providing resolution and recovery of incidents not assigned to resolver groups.
- Closing incidents once confirmed by user that service has been returned to normal operation.
- Providing leadership, monitoring, tracking and communication of incidents.
- Keeping users and the Service Desk informed about incident progress.
- Escalating incidents to level 2 as necessary per established escalation policies or as per SLA.

3.2. Level 2 Support

Provides specialist technical support to incident investigation and diagnosis. This level performs end-to-end (e2e) service monitoring and takes pre-defined actions to resolve the incident and recover the services impacted. This level is offered by the NCI Agency Operations Centre and by the NCI Agency Service Lines; the work is performed by network and system engineers. They are responsible for escalating incidents and identified problems to the next level of support at the third line. They are further responsible for:

- Accepting incidents that require additional technical expertise from Level 1.
- Providing timely updates to incidents records commensurate with their assigned priority.
- Providing accurate post incident resolution statements for the knowledge database.

3.3. Level 3 Support

This level provides specialist service and resource support for individual services and systems. They are the service or system manager or subject matter experts (SMEs). This level liaises with external product and service suppliers in pursuit of incident resolution when required. They are also responsible for:

- Accepting incidents that require additional technical expertise from Level 2.
- Be the Incident Manager
- Providing timely updates to incidents records commensurate with their assigned priority.
- Providing accurate post incident resolution statements for the knowledge database (Known Error Data Base).

This third level of support shall constitute remediation of software bugs as well as hardware failures, include patching and upgrades. This level shall include vendor and Original Equipment Manufacturer (OEM) Technical Assistance and maintenance in order to address above mentioned Software and Hardware errors.

If a certain type of failure has an important impact on the Purchaser's users or operations because of its frequency of occurrence, or because of the large number of users that is impacted by it, this type of failure can be categorized as "problem" by the Purchaser. The Purchaser Level 1 and 2 support will drive Problem Management in identifying root cause, mitigation actions and remediation. The Contractor shall support resolution of the root cause of the problem within its role as contract maintenance supplier.

Categorization of a failure as a "problem" shall be the sole responsibility of the Purchaser, taking into account the professions best practices:

- occurrence rate of the same type of failure;
- number of users impacted by the failure.

4. Service Deliverables – Level 3

4.1. Maintenance services - General

The Contractor shall provide Service Support to the NATO Head Quarters Campus installed baseline by instigating active OEM vendor service contracts, which provide hardware

replacement, software upgrades, technical assistance to incident support and 3rd level support required to ensure operational performance of ICT services at NATO Head Quarters Campus. The Contractor shall provide Service Support in accordance with the Service Flavours indicated in the Schedule of Supplies and Services (SSS) – also detailed per item under the SSS sub-sheets.

In particular, the Contractor shall achieve incident resolution targets as detailed in [Annex A](#). This can be achieved through a combination of pro-active support, site interventions, technical assistance, and spare parts selection and provision.

The Purchaser defines three (3) Service flavours as follows:

	Service flavours		
	Gold (4 hrs)	Silver (Next Business Day)	Bronze (Next Business Day)
Hardware replacement	x	x	spares solution
Software support (bug fixes, updates, etc)	x	x	x
Technical Assistance	x	x	x

Concerning the Bronze service flavour, the Contractor shall also ensure hardware replacement. However this does not imply a maintenance service contract with the OEM vendor.

The Purchaser shall hold back-up copies of the software and data on its work stations and servers. The Contractor shall be liable for possible damage caused by the loss, deterioration or destruction of such data or for the expense of rebuilding or replacing destroyed or corrupted data, of which he is directly responsible for.

The Contractor shall be responsible for the maintenance services limited to the individual items of equipment and shall not be responsible for integration of supplied equipment in NATO's environment. The Contractor must ensure that the replaced item returns to the same original operational functionality.

MS1 The Contractor shall ensure partnership status will be in place with those vendors as necessary under this Contract.

MS2 The Contractor shall be required to intervene to support restoration of services regardless of the incident origin, where services need to be restored as quickly as possible, and

whatever the cause and in complex situations, where Purchaser's operations teams require the support of the specialists of the contract.

However, only if the Purchaser does not manage to restore services through its own teams, for whatever reason, the Purchaser will call for on-site intervention by the OEM through the Contractor. Calls for on-site intervention should be the exception. The Contractor is expected to contribute to the minimization of the number of on-site interventions.

MS3 At the start of the Level 3 IT support period, the Contractor shall further develop and complete, provide and implement a Contractor Logistics Support CLS Plan (CLSP). The CLSP shall explain in detail how the Contractor intends to fulfil all requirements in this SOW. The CLS Plan shall clearly address (as a minimum but not limited to) the following:

- the Contractor's CLS organisation;
- how the contractor will interface with the purchaser, including pertinent communication channels, points of contact and contact details
- the CLS product baseline;
- the Contractor's pertinent procedures for initiation, execution and closure of each of the CLS services specified in this SoW.

The Contractor shall conduct CLS activities in accordance with the Purchaser accepted CLS Plan. Acceptance of the CLS Plan shall not in any manner change the requirements of this contract.

The CLS Plan shall be considered a living document and as such shall be updated as necessary by the Contractor, with the Purchaser's concurrence, throughout the contracted CLS period.

The Contractor shall describe per equipment how the support requirements will be offered. Per OEM equipment, location and type, the information shall contain:

- Certification of the Contractor by OEM equipment and type (Gold Partner Certification,...);
- Tier-1 (buying active maintenance services directly from the OEM) or Tier-2 (buying through a distributor of the OEM) distributor;

Added value of the partnership agreement the Contractor has with the OEM in the context of this Contract. The Contractor shall include any relevant documentation (statements from OEM, certificates, agreements,...).

MS4 Support arrangements per service flavor and location, as specified under this Contract, shall be provided by the Contractor for each unit of equipment (or its replacement item).

The equipment community field is used only for purchaser tracking information. It needs to be maintained by the Contractor but has no direct impact on service delivery.

- MS5 Some of the items are certified TEMPEST products and require special procedures and may also require TEMPEST certified subcontractors in order to maintain.
- MS6 The Contractor shall provide access to their Helpdesk 24 / 7, year-round, ensuring that the Purchaser can:
- Initiate Level 3 support requests outside of agreed office hours (as stated in SR6 in the SOW) or in absence of the Contractor Maintenance Manager;
 - Request status updates on the Level 3 support incidents;
- MS7 The Contractor shall provide web-access to an on-line ticketing system, showing updated information and status on the raised Level 3 incidents and shall be available for meetings if required.
- MS8 The Contractor shall support pro-active maintenance on well identified parts of the Purchaser's ICT systems and infrastructure. Such pro-active maintenance support shall be scheduled in advance in agreement with the Purchaser every 6 months (June and December), and shall support preventive measures in order to reduce the risk on outages or degradations of quality or performance.

4.2. Hardware Maintenance

The Contractor shall support the replacement of vendor hardware when necessary to restore the services.

- MS9 The Contractor shall ensure that all faulty equipment covered by this Contract, which needs to be replaced, is safely and securely processed by the NATO Office of Security (NOS) and destroyed when appropriate within the agreed and contracted Service Level Agreement under Annex A of this SOW. An acceptance document shall accompany the new equipment that needs to be replaced. This document shall be dated and signed by both the Contractor and the Purchaser, which in turn will be used for reporting purposes during the quarterly Service Level Review meetings.
- MS10 The Contractor shall notify the Purchaser at least one year in advance should any item would be announced End-of-Sales and/or End of Support during the contracted period of performance. The Contractor shall indicate the proposed replacement item, meeting same functionality as well as the proposed support plan covering the contracted period of performance.
- MS11 If failed equipment subject to this Contract cannot be adequately supported (including obsolescence issues on HW or combined HW/SW) any longer, the contractor shall perform the necessary engineering evaluation and shall provide replacement parts technically compatible with the existing device at no additional cost to the Purchaser.

- MS12 The Contractor shall ensure that the current item and replacement item is registered in the OEM Vendors Maintenance Support database, to ensure that service support entitlement is maintained accordingly.
- MS13 The Contractor shall support the Purchaser's Asset Management Process by providing logistics data related to removed and replaced equipment.
- MS14 The Contractor shall ensure awareness and compliance of Purchaser's defective media retention policy (DMR) whereby Purchaser will never return Defective Storage Media. The Contractor shall take into account the following: Due to NATO security constraints all equipment comprising non-volatile memory or storage (e.g. hard drives) connected to the NATO Networks will not be returned to the OEM. Repairs (if applicable) of such components can only be performed on site. Defect magnetic and electronic media storage devices/ (i.e. Compact Discs (CD), Disk Array, diskettes, hard drives, USB memory devices) will therefore be destroyed on-site by the Purchaser.
- MS15 The Contractor shall provide RMA (Return Material Authorization) instructions to the Purchaser for the return of faulty items to the Contractor.
- MS16 The Contractor shall comply with the procedure and requirements laid out in [Annex B](#) for any delivery of equipment to NATO HQ. An example of the application form that the Contractor would need to use for delivery of equipment to NHQ can be found under [Annex E](#).

4.3. Software Maintenance

- MS17 During the contracted period of performance, the Contractor shall inform the availability of software upgrades for any item covered within the scope of the Contract and support access to vendor software. All new software versions and bug fixes of software within this scope of this contract shall be provided.
- the version number (minor and major upgrades);
 - the list of improvements included in the upgrade;
 - including changes of name of the product;
 - description of the hardware requirements of the software upgrade, with emphasis on changes with respect to hardware requirements of the former software version;
 - integration of the product functionality into other more complete products;
- MS18 The Contractor shall perform license management with the relevant OEMs and shall notify the Purchaser at least 6 months before the expiry dates of the licenses needed for proper functioning of items of equipment under maintenance and ensure the quantities are

appropriate. Loss of functionality due to late renewal of licenses covered by the maintenance contract will not be accepted.

- MS19 The Contractor shall provide a quarterly information report on software faults and failures, in scope of this Contract, at the highest priority and provide guidance on possible workarounds and patches that shall restore the software to its intended function and performance. The execution itself will remain the responsibility of the Purchaser.
- MS20 The Contractor shall notify the Purchaser at least one year in advance should any Software would be announced End-of-Sales and/or End of Support during the contracted period of performance. The Contractor shall indicate the proposed replacement item, meeting same functionality as well as the proposed support plan covering the contracted period of performance.
- MS21 The Contractor shall ensure that the current Software version and updates are registered in the OEM Vendors Maintenance Support database, to ensure that service support entitlement is maintained accordingly.
- MS22 The Contractor shall identify, verify, communicate and provide workarounds, patches and maintenance releases (with the pertinent release notes) to the Purchaser as to assess any impact on function, performance or support.
- MS23 The Contractor shall contribute to the Purchaser's internal authorisation process by providing in writing supporting software documentation and data as requested by the Purchaser and to the Purchaser Technical Representative.

4.4. Technical Assistance

- MS24 The Contractor shall provide Technical Assistance and Expertise for Hardware and Software under scope of this Contract. Such Technical Assistance and Expertise shall consist of the provision of subject matter expertise by an OEM employee (remote), capable of providing the necessary information pertaining to detailed engineering and technical function, performance and design of the system. The assistance shall be provided to a Purchaser designated contact person.

5. Staffing

5.1. General

- SR1 To ensure that knowledge and performance of the Contractor's staff will support safe and reliable service delivery, the Contractor shall:

- Provide a Contractor Service Desk (whether the organization's or other 3rd party) manning level sufficient to meet the demands of the requirements of this contract;
 - Provide a Contractor Service Desk staff that has the required technical expertise to meet the demands of the requirements of this contract
 - Provide sufficient manning levels to meet the Purchaser KPIs.
- SR2 The Contractor shall only use duly qualified staff with knowledge of the installed equipment, the OEMs and operation of the ICT systems and infrastructures.

5.2. Maintenance Manager

- SR3 For the entire duration of the maintenance contract, the Contractor shall appoint key personnel to fulfill the role of a "Maintenance Manager" or "manager of the maintenance contract(s)". The manager of the maintenance contract shall be the Purchaser's single point of contact for all matters related to the maintenance and Level 3 services.
- SR4 The Maintenance Manager's role shall be fulfilled by key personnel duly authorised by the Contractor to take any technical or organisational decision related to the execution of the maintenance services entrusted to him or her by the Purchaser. The contractor maintenance manager will need to work closely with the NATO Support L2 staff and NATO IT managers. The specific NATO staff that will need to be involved will depend upon the equipment that needs to be supported.
- SR5 The Maintenance Manager shall manage all support contracts and provide the interface to L3 vendor support for incidents, consultancy as required under the Contract or any Amendment thereto. The provided Key Personnel for this position shall have a proven working technical understanding at the senior management level of areas of Service Desk, Workstation Support, Networks, Voice and Data Communications, Cyber Security Systems, Database, Servers, Programmers and Private Cloud Technologies. The incumbent and its alternate shall also have ITIL¹ Foundation qualification.

Among others, the Maintenance manager shall also:

- take responsibility for the quarterly reports;
- Lead incident management as required
- Attend Purchasers routine operations and management meetings
- prepare, assist to and report on the quarterly steering committee meetings where quarterly reports will be discussed;
- take responsibility for all offers and contract signatures;

¹ Information Technology Infrastructure Library (ITIL) Methodologies

- timely review of the list of installed equipment, as input allowing Purchaser to decide on the list of equipment under maintenance;
 - organisation of the L3 maintenance;
 - production of essential documentation related to the maintenance services, such as the helpdesk coordinates, a description of delivery and repair procedures, a list of persons authorised to have access to NATO and the administrative responsibilities this entails.
- SR6 The Maintenance Manager shall be a role that will be executed from NATO Headquarters (NATO HQ) between Mondays to Fridays, from 7h30 CET to 18h00 CET on NATO HQ working days.
- SR7 For the entire duration of the maintenance contract(s), the manager of the maintenance contract(s) shall have an alternate whose knowledge of the maintenance contract(s) shall at least equal his own knowledge. In case of unexpected unavailability of the primary Maintenance Manager, an alternate must be available next business day.
- SR8 Each of the Key Personnel, shall be able to effectively communicate in English. Such ability shall be demonstrated by providing one of the below certificates or providing proof of a Bachelor's Degree from an institution with English as the language of instruction:
- English at Proficient user Level C1 CEFR²
 - Test of English as a Foreign Language (TOEFL) Internet-based Test (iBT) with minimum score of 80.
 - Cambridge English Language Assessment CPE CAE grade B or C / FCE grade A.
 - IELTS with minimum score of 6 points.
 - NATO standards STANAG
- The Maintenance Contract Manager shall have a demonstrated proficiency level in English at a minimum level of 3333 as defined in STANAG 6001. French language skills would be an asset.
- SR9 Academic qualifications: Vocational training at a higher level in a relevant discipline, or equivalent combination of qualifications and experience. At least 8 years extensive and progressive expertise in the duties related to the function of the post.
- SR10 In-depth knowledge of the maintenance of both hardware and software aspects of the system and all its sub-systems, ancillary systems, and support systems.
- SR11 The Contractor shall ensure that on-site support is provided according to service levels defined in [Annex A](#) after receipt of the Purchaser's request or else if otherwise instructed.

² CEFR stands for "Common European Framework of Reference for Languages: Learning, Teaching, Assessment"

- SR12 The Contractor shall provide a total number of Contractor staff to ensure service levels are met and that is qualified to execute this function.
- SR13 In accordance with the respective Contract Special Provision, the Contractor shall provide Curriculum Vitae (CV) and the Purchaser reserves the right to interview

5.3. Remote access

- SR14 Remote connections to infrastructure for maintenance and trouble shooting from sites external to NATO HQ is not allowed.

5.4. On-site Incident Support

- SR15 To ensure the Contract can meet the Targets set out per the chosen Service Flavor, the Contractor shall at the request of the Purchaser, after analysis has requested an escalation to L3 support, initiate on-site incident intervention needed to restore services in those cases when the Purchaser is unable to solve an incident.
- SR16 The Contractor (whether the organization's or other 3rd party) shall intervene on site depending on the priority level (as stated in Annex A of SOW), from Monday 07h30 to Friday 18h00, on all days of the year except Saturday, Sunday, 1 January, Easter Monday, 1 May, Ascension day, Whit Monday, 15 August, 1 November, 25 and 26 of December.

5.5. On-site Consultancy Services

- SR17 The Contractor shall provide OEM on-site consultancy support at the specific request of the Purchaser. The Contractor will bill those on-site consultancy services only on a cost reimbursable basis (i.e. on-site consultancy days requested/used). These On-site consultancy services are reflected and costed in the predefined packages of 5 to 20 working/service days under CLIN 4 of the Schedule of Supplies and Services. The number of service days is limited to the maximum quantities specified in the SSS, unless a new package of service days is incorporated in the Contract through a formal Contract Amendment.

- SR18 The Contractor shall ensure that OEM on-site support can be provided within five (5) working days after receipt of the Purchaser's written notice. The exact requested time of the on-site support will be specified by the Purchaser.
- SR19 The on-site support shall be delivered by staff of the OEMs, fully qualified to perform any and all support tasks required to restore the hardware and software, in scope of this Contract, to its intended function and performance.
- SR20 For optional years, the Contractor shall include between 5 and 20 working days per year of On-site Consultancy Services per OEM as set out in the Schedule of Supply and Services under CLIN items 4. Days that are not taken within the calendar year will be transmitted to the following year.
- SR21 The OEM staff shall perform support tasks on hardware and/or software in scope of this Contract, as instructed by the Purchaser through the IT Service Support Contractor, including:
- Providing on-site support at any location in scope of the Contract;
 - Support the Purchaser during the Purchaser's working hours, Monday to Friday, 7h30 to 18h00, Purchaser's timezone, excluding Purchaser's holidays;
 - Support special operational and business needs, outside Purchaser's working hours without additional cost to the Purchaser (on exceptional basis);
 - Coordinate on-site intervention consultancy services through the embedded Maintenance Manager and seek approval from the Purchaser for all his support activities before such activities are commenced.
 - Supporting the Purchaser's IT operations activities, including incident and problem investigation, diagnosis, recovery and resolution;
 - Supporting the Purchaser's corrective maintenance activities, including fault identification and isolation, reassemble and disassemble, repair and replace, configuration and verification;
 - Supporting the Purchaser's preventive maintenance and property accounting (inventory) activities, including servicing tasks, on-condition tasks, failure-finding tasks and removal tasks.
 - Acceptance criteria of the work to be performed will be agreed upon upfront, depending on scope of activities requested by the Purchaser. Post service delivery, a written acceptance will be issued by the Contractor and signed by the Purchaser for delivered services against the agreed scope.

5.6. Special Events

Special Events

Ministerial meetings

As NATO is a security organization, there are special considerations that must be taken into account in the context of Level 3 support planning. NATO schedules 4-6 Ministerial meetings each year that take place over a two day period and involve either Defense Ministers or Foreign Ministers from each of the NATO members. Additionally, NATO partner nations may also send representatives. Each of these events carry with it a three-week “no maintenance” window whereby network changes are not allowed and access to the NATO HQ is more difficult. These events are always planned at least three months in advance and are generally repetitive in terms of how they are executed.

Expectations during these periods and especially during the two-day sessions is that network outages are dealt with on an exceptional basis. Any outage must be treated with utmost priority and restoral times must be kept to absolute minimums.

Cleared individuals and those possessing security badges will be allowed on site during these periods. Those not having these prearrangements must be processed under Agency representation and constant escort. It is with this in mind that suppliers are encouraged to prescreen as many individuals as possible to alleviate access issues during these times.

NATO Summits

NATO Summits are generally every two years but can result in more frequent meetings involve a pre and post event low maintenance window. These events involve Heads of State along with their respective ministers and involve the highest security procedures the NATO Headquarters enacts. Level 3 support during these windows, especially in the week before and the week after the event is absolutely essential. NHQ

- SR22 The Support special operational and business needs statement from Section 5.5 will be applied for both Ministerial meetings and Summits. The contractor staff will need to work extended hours without additional cost to the Purchaser during these events The Purchaser will announce these Special events to the Contractor as far in advance as possible to allow proper preparation and staff on-duty planning.

6. Reporting

6.1. Quarterly reporting

- RS1 On a quarterly basis, the Contractor shall provide the Purchaser with OEM technical documentation or updates to existing OEM technical documentation, resulting from changes in capability of OEM hardware and/or software within scope of this Contract. The first quarterly report shall cover the period up through 31 March 2024. . All other quarterly reports shall cover a period of 3 months each following the following scheme: January-March, April-June, July-September, and October-December of each calendar year.
- RS2 The Contractor shall provide a quarterly report with information on hardware replacements, software faults and failures that occurred within the previous quarter, in scope of this Contract, and provide guidance on possible workarounds that could be taken to restore Purchaser operations to its intended function and performance. The execution itself of the hardware replacement will remain the responsibility of the Purchaser.
- RS3 On quarterly basis, the contractor shall produce a report with following content:
- Report on Contractor Logistics Performance review. The review shall evaluate the performance of the Contractor during the preceding period based on the Key Performance Indicators as set out in [Annex A](#): The report shall state the KPI's, the underlying calculation and the performance outcome. In case of non-compliance with the KPI targets, relevant service credits shall be calculated. Any amount due (if any) will be applied at the next upcoming payment cycle.

The report shall specify:

- number and date/hour of opening of the ticket;
 - date/hour of start of the Contractor intervention;
 - date/hour of service restoration (ticket closing)
 - description of the technical failure that was detected;
 - description of the action taken to restore service;
 - description of the root cause of the failure, if known. If the origin of the incident is due to modifications applied by the Purchaser or by a third party, this shall be clearly indicated and documented in the report;
 - certificate that any equipment that has been installed and activated is also visible by NATO's management systems;
 - in annex: a copy of the ticket.
- Report on evolution of equipment per OEM:
 - Recommendation for renewal of equipment currently under maintenance contract with NATO under the agreed scope; including hardware that will be end of life/support in the next 12 month time period and end of life/support for software in the next six months.
 - List of the equipment covered by the NATO maintenance contract with:
 - End of Support date for each equipment or software.

- Proposal of new equipment model or new equipment models that can replace the equipment approaching End of Support.
 - Update on evolution of equipment in use at NATO and equipment proposed in the initial tender. Particular attention will be paid to: evolution of the equipment used by NATO:
 - equipment roadmaps;
 - evolution of equipment following changes of telecommunications standards;
 - evolution of equipment towards lower energy consumption;
 - evolution of equipment towards lower overall ecological footprint throughout the manufacturing and usage life-cycle.
 - Opportunities to gain efficiency: reduction of space, operational and maintenance gains, performance gains, pro-active maintenance, etc. Report on maintenance services delivered over the past quarter
 - List of on-site interventions
 - Summary of intervention reports will be in the form of a table:
Ticket number / date and hour of opening of ticket; of on-site intervention (if applicable); of service restoration / subject of the intervention / action taken
 - Origin of the incident.
If the origin of the incident is due to modifications applied by NATO or by a third party, this shall be clearly indicated in the list.
- RS4 The quarterly report (draft) shall be made available to NATO before the 15th of the first month following the quarter:
- Report on January-February-March: to be made available before mid-April;
 - Report on April-May-June: to be made available before mid-July;
 - Report on July-August-September: to be made available before mid-October;
 - Report on October-November-December: to be made available before mid-January.
- RS5 The quarterly Maintenance Report shall be presented in person at NATO HQ by the Contractor and shall be attened by at least the Contractor Account Delivery Manager, Service Delivery Manager, Contractor Maintenance Manager, Contractor Service desk representative and Contracting Officer representative
- RS6 The contractor shall send the quarterly Maintenance Report to the Purchaser's technical representative. Acceptance of these reports will be done in writing by the Purchaser after review as per timelines in the Contract Special Provisions, Article 10, and will be a condition to allow the Purchaser to submit the respective invoice(s).
- RS7 Should the Purchaser be unable to declare acceptance of the maintenance services of the past quarter because the quarterly report is incomplete or incorrect, or because of other non-compliance with the conditions of the contract, a statement of objections shall be drawn up before end of the month after that quarter, and forwarded to the Contractor.

In such case, the Contractor shall take corrective actions within 7 calendar days. In case of acceptance, the Purchaser will sign the Maintenance Acceptance Report and send the copy back to the Contractor.

6.2. Annual reporting

- RS8 The Contractor shall provide a complete list of the installed base on at the end of each calendar year. This shall include the serial numbers of all active hardware and/or software, including the replaced hardware.
- RS9 The annual report shall be made available to the Purchaser before the end of January the following year. The first annual report will be prepared for 2024 and given in January 2025.

6.3. Other

- DS1 Throughout the Contracted period of performance the Contractor shall:
- Deliver all documentation in electronic format allowing changes to be captured and clearly and rapidly identified as such. The changes shall be captured in an outage report and shall be in Excel format.
 - Provide and maintain a documentation library on the internal Purchaser's provided Sharepoint portal where the Purchaser can find all documentation developed by the Contractor under this contract.

NHQ

7. Transition Activities

- TS1 At the start of the contract the contractor is responsible for taking over all of the support contracts from the previous contractor. The contractor must create a transition plan and report progress on the execution of this plan to the Purchaser.
- TS2 The transition plan must ensure no interruption in service during the transition period.
- TS3 At the end of the contract the contractor is responsible for working with the successor to transition the support contracts and inventory.

8. Impact of Contractor activities on NATO HQ

- LR1 The Contractor shall ensure that none of the activities performed by the Contractor under this contract modify or damage in any way the physical premises of NATO HQ nor any other service available in NATO HQ.

9. Other requirements

9.1. Staff Clearance

- SC1 The Contractor shall ensure that all Contractor staff or anyone working under the remit of the Contractor (such as OEM staff), requiring recurring access to NATO HQ for the performance of this contract, have a valid NATO Personal Security Clearance at least to the NATO SECRET level. The Contractor shall maintain appropriate staff and facilities clearances at all time during the duration of this contract.
- SC2 In the absence of a valid NATO Security Clearance as stated above, staff sent by the Contractor pertaining to the entire scope of this Contract, will have to be treated as an escorted visitor by the Purchaser. Delay caused by non-compliance of the Security clearance requirements under this Contract, may not be used by the Contractor as the basis for a claim of adjustment or an extension of schedule nor can the denial of access be considered a mitigating circumstance in the case of an assessment of service credits or a determination of Termination for Default by the Purchaser.

9.2. Access to NATO HQ areas

- AR1 The Contractor shall ensure the applicable NATO HQ visitor regulations are followed. There are 2 possibilities in accessing NATO HQ: escorted and non-escorted.

The escorted pass shall require the Contractor to provide details of the contractor or sub-contractor staff as a minimum three working days in advance for access to NATO HQ.

A non-escorted pass shall require the Contractor to provide details of the contractor or sub-contractor staff during the pre-contractual meeting who are required to access NATO HQ involved in the on-site interventions or permanent presence. In addition to a valid NATO Personal Security Clearance (PSC), NHQ pass requesters (except visitors) are

obliged to complete an online Computer Based Training (CBT), provided by the NCI Agency.

If the Contractor requires to bring in Portable Electronic Devices (PEDs), the applicable "Portable Electronic Device Registration" form shall be completed in advance of accessing NATO HQ.

- AR2 NATO HQ comprises of different areas which are controlled by NATO, NATO Agencies and NATO member National Delegations.

If the Contractor is to carry out work within the NATO HQ areas as part of the On-site Consultancy Services, the Contractor shall seek Purchaser permission to entering NATO controlled areas, at least 3 working days before access is necessary. The Purchase shall in turn arrange the necessary visitor request.

If the Contractor is to carry out work within the NATO HQ areas as part of the On-site Incident Services, the Contractor shall coordinate Purchaser permission to entering NATO controlled areas. The Purchaser shall in turn arrange the necessary visitor request.

- AR3 If the Contractor is to carry out work within a National Delegation area and as part of the On-site Consultancy Services, the Contractor shall seek Purchaser permission to entering NATO HQ and the National Delegation area at least 5 working days for before access is necessary. The Contractor shall in turn, in close coordination with the local Purchaser contact, arrange the necessary visitor request.

9.3. Point of Contact

- POC1 The Purchaser and the Contractor shall nominate points of contact, for the execution of this contract:

	Contractor POC 1	Contractor POC 2	Purchaser
Level 3 IT Support POC			
Service Reviews			

- POC2 Changes to these Points of Contact shall be notified by the Contractor before coming into force.

List of annexes

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Annex A – SLA: Key Performance Indicators, Targets for Support Services and Service Credits

This section describes the Key Performance Indicators (KPI) that the Purchaser and the Contractor shall use to measure the Contractor's performance. These KPIs shall only be in force from 3 months after Contract signature, to allow the Contractor to have all procedures in place and optimized.

These KPIs described in this annex shall be applicable Monday to Friday, from 07h30 CET to 18h00 CET, 52 weeks a year regardless of vacation or leave except during scheduled outages. Examples of scheduled outages:

- Time taken by Purchaser or its subcontractor to resolve non-active devices incidents, which affect Contractor support arrangements.
- Scheduled outages initiated by the Purchaser.

Title	Description	Key Performance Indicators	Targets for Support Services	Service Credits (maximum cumulated service credit: 10% of value of contract for the respective service period)	Reporting
On-site Consultancy Services		Non respect of the delay of 5 working days for On-site Consultancy Service	Maximum of 5 calendar days	Per calendar day past the deadline of 5 working days: 10% of the related OEM On-site Consultancy Service costs as specified in the SSS, CLIN 1.2.3	Q

On-site Incident Support	On-site technical assistance to be provided	P1: within 8 hours	P1: within 8 hours	Per hour exceeding the allowed maximum accumulated delay time as specified under the Targets for Support Service: 1% of on-site incident support costs as specified in the SSS CLIN 1.2.2	Q
		P2-P4: within 24 hours	P2-P4: within 24 hours		
Response time	Response time driven by the service prioritisation as per table 1	Response time per incident based on prioritisation	Response time as defined per table 1	1% of the quarterly Maintenance Service costs (total of CLIN 1.1 to 1.1.3.5)	Q
Restoration time	Restoration time driven by the chosen service flavour	Restoration time per incident within service flavour target	95% of incidents restored within the targets	3% of the quarterly Maintenance Service costs (total of CLIN 1.1 to 1.1.3.5)	Q

On-site Incident Support

The Contractor shall fulfil the following requirements for On-site Incident Support Service Request:

- Maximum Intervention time for on-site support in case of P1 critical failures 8 hours

This is the maximum delay that can be accumulated by the Contractor for each service request for P1 critical intervention on-site. The delay time will be measured starting at the time & date of the opening of the on-site support Service Request and will stop when Contractor personnel arrives on site (Service Request proposed as “completed”).

- Maximum Intervention time for on-site support in case of failures categorized P2 to P4 24 hours

This is the maximum delay that can be accumulated by the Contractor for each service request for non-critical intervention on-site. The delay time will be measured starting at the time & date of the opening of the on-site support Service Request and will stop when Contractor personnel arrives on site (Service Request proposed as “completed”).

Resolution and Response times

The Service Support KPIs are the Incident Resolution Time and the Incident Response Time.

Incident Response time is counted as follows:

- from the time the Purchaser Service Desk notifies the Contractor of an incident
- to the time the Contractor notifies the Purchaser that he has started to work on the incident (an automated response email is not considered an acceptable notification from the Contractor).

Targets for Incident Response Time are assigned to each level of Priority. The response time of each incident shall be assessed by the Contractor and verified by the Purchaser as compliant or non-compliant. The sum of compliant incidents shall not be lower than the applicable KPI target (99.5%). Service Credits shall be applied for each non-compliant incident.

Incident Resolution time is counted as follows:

- from the time the Contractor notifies the Purchaser that he has started to work on the incident (an automated response email is not considered an acceptable notification from the Provider).
- to the time the incident has been resolved and acknowledged by the Purchaser.

The acknowledgement will be agreed through written and signed confirmation from the Purchaser that support has been given by the Contractor.

Incident Resolution time targets are measured against the performance targets of the contracted “Service Flavor”. The resolution time of each incident shall be evaluated as compliant or non-compliant. The sum of compliant incidents shall not be lower than the applicable KPI target (95%). Service Credits shall be applied for each non-compliant incident.

The following paragraph defines the priority levels and related targets.

Priority

The priority of an incident is graded using the following thresholds:

- 1 – If Level 3 support is required as to solve an incident, impacting operations for all users at NATO HQ;
- 2 – If Level 3 support is required as to solve an incident, impacting operations for all users within a floor at NATO HQ;
- 3 - All other incidents.

Priority Code/Description	Guidance
P1 – Critical	<ul style="list-style-type: none"> • A vital Service is denied causing very serious operational impact to NATO; there is no immediate work around available. • An immediate functional response with a sustained effort using any and all available resources at the disposal NCI Agency. • Managerial escalation is paramount, an incident officer may be appointed. • A Service that is denied to an operational commander (VIP).
P2 – High	<ul style="list-style-type: none"> • Essential Services denied that have a medium operational impact. • There is no work around available but NATO can sustain a minimal outage of Services. • An immediate functional response is required during normal working hours to ensure limited downtime.
P3 – Medium	<ul style="list-style-type: none"> • Important Services affected but limited operational impact • Service whose interruption will not affect NATO's mission.
P4 – Low	<ul style="list-style-type: none"> • Normal Services affected – no operational impact. • Services whose interruption will not affect NATO's mission and will cause no operational impact.
P5 – Planned	<ul style="list-style-type: none"> • Scheduled Outage – at least five working days' notice – see Section 4.6 • Continuity plans should be implemented when vital Services are affected.

Targets

Incident Response Time Targets

Priority	Incident Response Time Target
1	99.5% of Priority 1 tickets within 30 minutes
2	99.5% of Priority 2 tickets within 60 minutes

3-4	99.5% of Priority 3 tickets within 120 minutes
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Table 1: Incident Response Time Targets

During Special events — the Purchaser reserves the right to set the Incident Response Time to 30 minutes only (in the time window 07:30 – 22:00 CET) on a case by case basis and whatever the priority needed.

Incident Resolution Time Targets

Priority	Incident Resolution Time Target
1	95% Compliancy based on contracted restoration targets per item
2	
3	
4	Not applicable

Table 2: Incident Resolution Time Targets

During Special events – the Purchaser reserves the right to set the Incident Resolution Time to 4 hours only (in the time window 07:30 – 22:00 CET) on a case by case basis and whatever the priority needed.

The Purchaser envisions three (3) Incident Resolution related service flavours:

	Service flavours		
	Gold (4 hrs)	Silver (NBD)	Bronze (NBD)
Hardware replacement	x	X	spares solution
Software support (bug fixes, updates, etc)	x	X	X
Technical Assistance (OEM)	x	X	X

NCI Agency highly values quick and swift restoration of services with regards to Infrastructure Services, Cyber Security and Edge Devices, as to support the internal KPIs from NATO HQ.

Service Credits

Service Credits are fixed as a percentage as defined in the Key Performance Indicator targets, covering response time targets, incident time targets, on-site intervention time targets related for all HW/SW covered under this contract.

Per calendar year, service credits on maintenance services and staffing shall be limited to 10% of the total value of the contract for the contracted service period. Applied service credits, if any, will be deducted from the respective quarterly invoice.

Annex B - Procedures for the delivery of equipment to the NATO HQ site

For all equipment shipped to NATO HQ, the Contractor shall provide Material Data Sheets (MDS), the NHQ Delivery Application Form (Annex G) and adhere to the transportation requirements laid out below:

Packaging, Handling, Storage, and Transportation (PHS&T)

The Contractor shall, for the purpose of transportation, package, crate, or otherwise prepare items in accordance with the best commercial practices for the types of equipment involved, giving due consideration to shipping and other hazards associated with the transportation of consignments overseas.

Any special packaging materials required for the shipment of items shall be provided by the Contractor at no extra cost to the Purchaser.

The Contractor shall use packaging materials that are reusable by the Purchaser for sending failed items of the same type.

The packages, pallets and/or containers in which equipment are transported shall, in addition to normal mercantile marking, show on a separate nameplate the designation:

NATO Headquarters
Industrial Infrastructure Building
Reception Service
Attn: [TBD upon Contract Award]
Rue Arthur Maes 1
B-1130 Brussels
Belgium

All deliveries must arrive only at the North entrance of the site on Rue Arthur Maes. All incoming vehicles and deliveries will be screened unless special conditions apply (e.g. diplomatic parcels).

The handling of incoming and outgoing deliveries will be performed by the Infrastructure and Facilities Management service. Requests for incoming and outgoing deliveries must be planned, preferably in advance, by informing the Infrastructure and Facilities Management service.

Any deliveries or the collection of Hardware has to be requested minimum 3 days in advance providing following details:

- a) Company Name
- b) Delivery and time of delivery
- c) Driver Name and First Name
- d) License Plate No

e) Destination Drop off/Collection

Packing lists shall accompany each shipment. Each packing list shall include:

- a) the designation
- b) the Purchaser's CLS Contract number;
- c) names and addresses of the Contractor and the Purchaser;
- d) names and addresses of the Carrier, Consignor and Consignee (if applicable and different from Contractor or Purchaser);
- e) PoC details and address of final destination
- f) for each item shipped: nomenclature; part number and serial number;
- g) for each box, pallet and container: box/pallet/container identification number and number of boxes/pallets/containers; weight; dimensions.

Two copies of the packing lists shall be fastened in a weather-proof, sealed envelope on the outside of each box, palette and/ or container, and one packing list shall be put inside each container/box.

The Contractor shall utilise NATO Stock Numbers (NSN) when they are available.

The Contractor shall be responsible for transportation of repaired equipment (or NFF or BER equipment) from its site to NATO HQ. The Contractor shall be responsible for any insurance covering these shipments.

The Contractor shall provide the Purchaser with a Notice of Shipment in advance of each shipment. One copy of the packing list shall be attached to this notice. All shipments shall be carried out in close co-ordination with the Purchaser's PoC at final destination.

All shipments received by the Purchaser at final destination will be inspected visually to ensure that no damage has occurred during transport and that all packages, boxes and containers detailed in the packing list have been accounted for. The Purchaser will inform the Contractor immediately if any visual damage is encountered or if the shipment is incomplete. In such case, the Purchaser will not accept the shipment and await further instruction from the Contractor.

The Contractor shall be responsible for customs clearance of all shipments to the Purchaser for those devices outside of EU. It is the Contractor's responsibility to take into account delays at customs. He shall therefore consider eventual delays and arrange for shipment in time. Under no circumstances shall the Purchaser be held responsible for delays incurred, even when utilising Purchaser provided Customs Form 302.

Prior to a shipment by the Contractor, the Purchasers Integrated Project Support (IPS) Branch will upon request issue a Customs form 302, which in some cases is required for the duty free import/export of goods. The Contractor shall be responsible for requesting the issue of a form 302 and provide the shipping details required to complete the form. This must be requested at least

ten (10) working days prior to shipment. The request is normally processed by the Purchaser within three (3) working days. The requested 302 forms will be sent by courier. The original 302 forms shall accompany the shipment and therefore no fax or electronic copy will be used, nor provided to the Contractor.

If a country refuses to accept the Form 302 and requires the payment of customs duties, the Contractor shall pay these customs duties and the Purchaser shall reimburse the Contractor at actual cost against presentation of pertinent supporting documents. Should such an event occur, the Contractor shall immediately inform the Purchaser by the fastest means available and before paying, obtain from the Customs Officer a written statement establishing that his Country refuses to accept the Form 302.

System Inventory / Material Data Sheet (MDS)

The Contractor shall provide the Purchaser's Integrated Project Support (IPS) Branch with a Site Specific Material Data Sheet (MDS), in electronic format, ten (10) working days³ before the shipment to CSU Brussels logistics team.

In case of urgent shipment of replacement parts impacting System performance, the MDS data required shall be provided at the earliest possibility. The MDS, as a minimum, shall include the data elements marked with an "M" in the mandatory column, if applicable.

The provided MDS can be used by the Purchaser for acceptance purposes and to create data element entries in relevant NATO Accounting systems ahead of delivery of the Final System Inventory.

Field	Description	Mandatory
CLIN/Purchase Order number	Contract Line Item Number (number-10 digits maximum). Sequence number assigned to a particular line item in a given contract. The combination CLIN-Contract No. shall always be unique. Also NCIA Purchase Number can be used if no specific Contract Number has been assigned.	M

³ 10 days is relevant to standard deliveries

Field	Description	Mandatory
NATO Stock Number	NATO Stock Number (number-13 digits) (if available). Identifies an item codified by one of the NATO countries' National Codification Bureaus. It shall always be linked to at least one part number with the corresponding OEM code. It is recommended that the Provider system integrator requests codification from the National Codification Bureau of the original OEM's country. If NSN is known prior to system delivery it shall be added in this field.	
Nomenclature	Short Item Description (text- 35 digits). Should always start with the main item name followed if possible by a technical specification, followed by the next higher assembly names in hierarchical order, separated by commas. E.g. for a coax connector of a television cable the nomenclature should read: CONNECTOR, COAX, CABLE, TELEVISION.	M
EQRE (XB/ND)	Code (text-2 digits). Defines whether an item is repairable (ND) or not (Expendable) (XB) from a technical point of view.	M
True Manufacturer Part Number	True OEM P/N (text-32 digits). Part Number given to this item by the original OEM.	M
True Manufacturer Code (or complete name and address)	True OEM Code (text-5 digits). Code of the Company that has manufactured this item. This is an internationally recognized 5-digit code which is unique to that company. It corresponds to the "cage code" in the USA. OEM Codes and Cage Codes are obtainable from the national governmental authorities or, if it already exists, from the "NATO Master Cross-Reference List" (NMCRL) obtainable from NSPA. In case the code cannot be obtained, it will be sufficient to enter the complete name and address information of the true OEM.	M

Field	Description	Mandatory
Vendor/Contractor Code (or complete name and address)	Vendor (Provider) (text-5 digits). Company which sells the item or the complete system to which this item belongs. The vendor is the company with which the contract is placed but is not necessarily the true OEM of the item. If the vendor company has also designed and integrated the complete system it is also known as OEM. The company code is an internationally recognized 5-digit code which is unique to that company. It corresponds to the "cage code" in the USA. OEM Codes and Cage Codes are obtainable from the national governmental authorities or, if it already exists, from the "NATO Master Cross-Reference List" (NMCRL) obtainable from NSPA. In case the code cannot be obtained, it will be sufficient to enter the complete name and address information.	M
Vendor/Provider Part Number	Vendor (Provider) P/N (text-32 digits). Part Number given to this item by the company which sells the item or the complete system to which this item belongs. The vendor is the company with which the contract is placed but is not necessarily the true OEM of the item.	M
Qty ordered	Item Quantity (number-5 digits). Shows the quantity of this item ordered as individual item in this contract, i.e. if it is not delivered built-in in another unit. In case the item is not ordered as individual item or as spare unit but is built-in in another assembly, enter "0" (zero) in this field and complete fields: "Part Number of next higher assembly" and "Qty in next higher assembly". Serialized items shall only have a quantity of 1.	M
Order Unit	Order Unit (text-2 digits). Unit under which the item is sold, e.g. each, set, meter, etc.	M
Serialized Item Tag	Serialized Items Tag (text-1 digit). Add a "Y" if the item carries a serial number independently whether serial numbers is already known or not. If known, complete column "Serial Number".	M

Field	Description	Mandatory
Serial Number (Vendor Serial Number or other unique identifiers like IMEI Number)	Serial Number. If Serialized Item Tag is "Y" (yes) then add serial number here. (1 serial number per line). If system is already installed, then the Provider shall indicate here the serial numbers installed at user site. For items to be delivered to depots the Provider may not know the serial number in advance, in that case it will be completed by the receiving site.	M
Serial Number Software Revision Level	Software Revision Level (text- 30 digits but can be expanded as necessary) If item carries a serial number and field "serial number" is completed, add SW revision level / version here if appropriate.	
Serial Number Hardware Revision Level	Hardware Revision Level (text- 30 digits but can be expanded as necessary) If item carries a serial number and field "serial number" is completed, add HW revision level / version here if appropriate.	
Other Serial Number attributes	Other Serial Number Attributes (text-to be defined). This field will be used and defined on a case by case basis to be decided by NCIA System Manager, NCIA and the Provider for other attributes which might be required for a particular system.	
Subject to Property Accounting	ORACLE-CNAFS (text-1 digit). NCI Agency will decide whether or not item is subject to property accounting and is to appear on the Purchaser balance lists. This field will be completed Y or N by NCI Agency.	
Currency	Currency (text-3 digits). International 3-digit code (ISO) representing the currency in which the item purchase price (or the estimated value) is expressed.	M
Price	Item Price (number-11 digits). Unit price with 2 decimals.	M
Warranty Expiration Date	Warranty Expiration Date (date: DD/MM/YY). Shows the date on which the warranty of this item expires, which is usually N days after delivery of the item. If delivery is scheduled for a certain date, warranty expiration date = delivery date + warranty period in days.	M

Field	Description	Mandatory
Receiving / Inspection Depot	Receiving / Inspection Depot (TXT-2 digits). Information will be provided to Provider by the Purchaser's CSU Brussels / ACQ Officer. This is the depot to where the vendor ships the material. Normally this depot will receive, inspect and put the material in stock against Dues-In to be created in accordance with Qty in column "Qty Ordered". In case of a deviation from this rule, the Purchaser will inform the Provider of the correct final Depot and through which depot the items shall have to transit.	
Issue to Purchaser	Purchaser Code (text-4 digits - to be completed by NCI Agency). Code representing the Purchaser to which the item(s) shall be shipped by the receiving/ inspecting depot.	
Extended Line Item Description	Extended Line Item Description (text-no limit). Any additional information concerning this item shall be entered here, e.g. technical specifications, configuration, reference to technical drawings or manuals etc.	
Part Number of next higher assembly	Part-Number of Next Higher Assembly (text-32 digits) If item is built-in another assembly, indicate part number of that assembly here.	
Qty in next higher assembly	Quantity in Next Higher Assembly (number-3 digits max). This field shows the built-in quantity of the item in the next higher assembly. This information shall be provided for configuration control purposes.	
Qty installed at Operating Unit (Purchaser Site)	Quantity installed. This field is only applicable when the delivery is direct to an operating unit (Purchaser site). However in that case it is mandatory. For non-serialized items it shows total quantity installed. For serialized items quantity shall only be one per serial number. Use a new line for each serial number.	

Annex C - Description of the existing situation

Public LAN:

- **Public:**
 - The Public Network provides Non Classified network access to the internet, via a Public Information Access (PIA) Gateway. The Public Network offers both cable and wireless network connectivity giving the possibility to access some specific services, like internet access. The Public wireless network is available throughout the NHQ except for the some delegations spaces. The Public wireless network can be blocked in the Conference Area, during special events. In fact the Public domain has a simplified architecture for local HQ use only, providing user service coverage of only a part of the HQ premise, and offering only a limited range of end-user services including web access, and offering application hosting services. To this respect the Public LAN is split into two parts: U946 (aka Public LAN) for the physical and wireless network connection from the NHQ campus that also support visitors/journalists, and U950 (aka Public DMZ) for the Public Hosting of applications that are either published over the Internet or that require Internet access to work with. In addition to its (limited) end-user services it provides IPTV and voice UNCLASSIFIED access services throughout the building.
- **Public NU:**

The Public NU provides access to the NATO NU Wide Area Network (WAN) and access to services hosted in there.

NR LAN (aka Magellan):

The Magellan network serves as the primary Internet-connected network in the NHQ, providing a local area network capability to be used up to and including the NATO RESTRICTED (NR) classification level in system high mode (currently the Magellan network can only processed up to and including NU data). This network may also provide connectivity to other NR networks in NATO and does provide connectivity to the Internet and extranet services, through a number of Cross Domain Gateways (CDGWs) and via the PIA Gateway. The Magellan network is segregated into secured separated logical network zones also for its management and provides core AIS, email, collaboration and Building Management Services (BMS), residing on the network and delivered over both cable and wireless infrastructure.

ESS LAN:

This LAN contains a set of Electronic Security Services (ESS) that are provided to maintain a very high level of security awareness and to enforce the physical security rules and policies that are necessary to support NATO's business. Facilities for Automated Access Control (AAC), Visitor Handling (VH), Intruder Detection System (IDS), Video Surveillance and Assessment (VSA) (i.e.

Area & Space monitoring via CCTV) are provided as a 'connected' set of services that interact and integrate with other building services and systems as needed. This network hosts the Identity and Access Management System (IdAMS).

AVI LAN:

The Audio Visual Infrastructure (AVI) is an independent network that includes all active and passive components that are needed for the processing and display of information, and the recording of such information (where necessary), in support of NATO HQ collaboration, consultation and cooperation activities that take place mainly in the NHQ Conferences Centre. Examples of this includes audio and video recording equipment, simultaneous translation facilities, electronic displays, conference audio systems, projectors, screens and video 'streaming' servers. This network can be connected to either the Magellan or the Athena networks, when needed and authorized, via a control system and process.

PRN LAN:

The Partner Restricted Network (PRN or P08) host a limited number of services to support the collaboration needs between NATO and its partner nations, up to and including NATO RESTRICTED (NR). The electronic exchange is enabled via the CDGW8 and limited to informal e-mail services for the time being.

NS LAN (aka Athena):

The Athena network serves as the primary business network in the NHQ, providing a local area network capability to be used up to and including the NATO SECRET (NS) classification level in system high mode. This network may also provide connectivity to other NS networks and extranet hosted in the NS Wide Area Network (WAN), through the CDGW1. The Athena network provides core AIS, email, collaboration and Enterprise Information Management (EIM) services, residing on the network and delivered over the LAN and across the WAN. Also the Athena network is segregated into secured separated logical network zones including a dedicated secure zone for its management.

PSN LAN:

The Partner Secret Network (PSN or P01) host a limited number of services to support the collaboration needs between NATO and its partner nations, up to and including NATO SECRET (NS). The electronic exchange is enabled via the CDGW4 and limited to informal e-mail services for the time being.

Annex D - Reserved

[illegible]

Annex F – Service Delivery process

Delineation of responsibilities and ticket handling

The Support Services requires interactions between the Purchaser, the Contractor, the OEM and the end-users.

- Purchase Support staff will perform Level 1 and Level 2 investigation and diagnostics on the incident.
- When required, NHQ Support L2 Staff will log a L3 Support ticket (Incident or Request) in the NHQ IT Service Management (ITSM) System. The following actions are activated in parallel:
 - o An automated email is sent to the Contractor's Service Desk. This message contains all relevant information about the incident/request such as, OEM, equipment, description, etc.
 - o The Maintenance Contract Manager receives the NHQ Internal ticket.
- The Contractor's Service Desk receives the message with the incident/request and will reply to the mail message with the Contractor's ticket reference after potential request for additional information. An *auto reply* will not be accepted as official ticket response time KPI.
- The Maintenance Contract Manager will follow up with OEM and the Purchaser on remediation activities.
- The Maintenance Contract Manager will update the assigned tickets in NHQ ITSM system with relevant information, until Contractor and/or OEM support staff bring the operations back to normal.
- At the end of the process,
 - o Maintenance Contract Manager will close the ticket in NHQ ITSM system.
 - o Purchaser Service Desk staff is closing the ticket on their local systems, and an (automated) email to NHQ Service Desk to announce the official closure.



Annex G –Definitions and Acronyms

Definitions:

Consultancy Services: *Services by IT consultants, providing advisory and technical skills to a Customer. Throughout the duration of this Contract, Consultancy Services are those skills provided by the OEMs within scope of the Contract.*

Incident: *an unplanned interruption to an IT Service or reduction in the quality of an IT service. Failure of a configuration item that has not yet affected service is also an incident — for example, failure of one disk from a mirror set. The ITIL incident management process ensures that normal service operation is restored as quickly as possible and the business impact is minimized.*

Key Performance Indicator: *a metric that is used to help manage a Process, IT Service or Activity. Many Metrics may be measured, but only the most important of these are defined as KPIs and used to actively manage and report on the Process, IT Service or Activity. KPIs should be selected to ensure that Efficiency, Effectiveness, and Cost Effectiveness are all managed. See also Critical Success Factor.*

Maintenance: *Actions necessary for retaining or restoring a piece of equipment, machine, or system to the specified operable condition to achieve its maximum useful life.*

OEM active maintenance contracts: *Maintenance contracts from OEMs which provide support in the areas of hardware replacement, software updates and fixes, and technical assistance against Customer priority levels. These contracts set expectations on Mean Time to Resolve (MTTR) and are a way of mitigating risks for operational services.*

Support Integrator: *an entity charged with integrating all sources of hardware and/or software support, both private and public, defined within the scope of a Contract.*

Priority: *a Category used to identify the relative importance of an Incident, Problem or Change. Priority is based on Impact and Urgency, and is used to identify required times for actions to be taken. For example, the SLA may state that Priority 2 Incidents must be resolved within 12 hours.*

Problem: *a condition often identified as a result of multiple incidents that exhibit common symptoms. Problems can also be identified from a single significant incident, indicative of a single error, for which the cause is unknown, but for which the impact is significant.*

Quality: *the ability of a product, Service, or Process to provide the intended value. For example, a hardware Component can be considered to be of high Quality if it performs as*

expected and delivers the required Reliability. Process Quality also requires an ability to monitor Effectiveness and Efficiency, and to improve them if necessary.

Service Level Agreement: *an Agreement between an IT Service provider and a Customer. The SLA describes the IT Service, documents Service level targets, and specifies the responsibilities of the IT Service provider and the Customer. A single SLA may cover multiple IT Services or multiple Customers.*

Service Level target: *a commitment that is documented in a Service Level Agreement. Service level targets are based on Service Level Requirements, and are needed to ensure that the IT Service Design is Fit for Purpose. Service level targets should be SMART, and are usually based on KPIs.*

System: *a number of related things that work together to achieve an overall Objective. For example:*

- *A computer System including hardware, software and Applications;*
- *A management System, including multiple Processes that are planned and managed together. For example, a Quality Management System;*
- *A Database Management System or Operating System that includes many software modules that are designed to perform a set of related Functions.*

Technical Assistance: *the provision of advice, assistance, and informal training pertaining to the installation, operation, and maintenance of equipment or software by the OEM.*

Warranty: *the date of shipment of Hardware/Software to Purchaser, and continuing for a period defined by the OEM. This implies that the equipment is free from defects in material and workmanship under normal use.*

Working Hours: *agreed working hours normally Monday through Friday, excluding official holidays. Note that working hours might not be the same as Service hours and are further defined by there being a trained technician available to initiate/ carry out Service restoration.*

Acronyms:

BER: Beyond economical repair

CLS: Contractor Logistics Support

NFF: No fault found

OEM: Original Equipment Manufacturer

PEDs: Portable Electronic Devices

SLA: Service Level Agreement

SSS: Schedule of Supplies and Services

