

BOOK I – BEST VALUE

INVITATION FOR BIDS

IFB-CO-115759-DAMS-WCM

AMENDMENT 1

DIGITAL ASSET AND WEB CONTENT MANAGEMENT SYSTEM (DAMS-WCM)



Book I

BIDDING INSTRUCTIONS

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SECTION 1 INTRODUCTION

1.1 Purpose

- 1.1.1** The purpose of this Invitation for Bids (IFB) is to procure DIGITAL ASSET AND WEB CONTENT MANAGEMENT SYSTEM (DAMS-WCM).
- 1.1.2** All of the technical details and requirements of the project are explained in Book II, Part IV, Statement of Work (SOW) and the SOW annexes.

1.2 Scope of Work

- 1.2.1** NATO Headquarters' Public Diplomacy Division (PDD) is undergoing a transformation program to improve the communication infrastructure of the alliance. The Contract Scope is to replace the current Digital Asset and the Web Content Management Systems by a single fit-for-purpose Content Management System. This service will support improved NATO multimedia asset lifecycle processes by providing optimized privileges and workflow management, optimize the access to public NATO multimedia assets of the media and the general public by improved discoverability and presentation of content and increase retrieval and availability of NATO multimedia assets by other NATO bodies.

1.2.2 Overview of the Prospective Contract

- 1.2.2.1** The Prospective Contract (Book II) requires the successful Bidder to perform the requirements as described in this IFB. The successful Bidder shall perform all activities required per Book II, Part IV (SOW) and its annexes and shall deliver the associated deliverables per Book II, Part I (Schedule of Supplies and Services (SSS)).
- 1.2.3** The contract resulting from this IFB shall be awarded to the best valued Bidder on a Firm-Fixed-Price basis for the base period (2023-2028) and subject to Economic Price Adjustment (EPA) for the optional years (2029-2031).
- 1.2.4** The Prospective Contract will be governed by Book II, Part II (Contract Special Provisions), and Part III (Contract General Provisions).

1.3 Governing Rules, Eligibility, and Exclusion Provisions

- 1.3.1** This IFB is issued in accordance with the BC procedures BC-D(2018)0004-FINAL, dated 16 January 2018.
- 1.3.2** Pursuant to these procedures, bidding is restricted to companies from participating NATO member nations (see paragraph 2.1.1.8) for which a Declaration of Eligibility has been issued by their respective national authorities.

1.4 Best Value Evaluation Method

- 1.4.1** The evaluation method to be used in the selection of the successful Bidder under this IFB will follow the BC-D(2018)0004-FINAL, dated 29 January 2018.
- 1.4.2** The Bid evaluation criteria and the detailed evaluation procedures are described in section 4 of these Bidding Instructions.

- 1.4.3** The Bidder shall refer to the Purchaser all queries for resolution of any conflicts found in information contained in this document in accordance with the procedures set forth in paragraph 2.7 "IFB Clarification Requests".

1.5 Security

- 1.5.1** This IFB only contains NATO UNCLASSIFIED material.
- 1.5.2** The proposed technical personnel will be required to possess a security clearance of NATO RESTRICTED for the performance of the Prospective Contract.
- 1.5.3** **[add if applicable:** The successful Bidder may be required to handle and store classified material to the level of NATO RESTRICTED. The successful Bidder may be required to handle and store classified information up to the level of "NATO RESTRICTED". Individuals working with "NATO RESTRICTED" information shall have a need-to-know and require a Certificate of Security Obligation (CSO) or a Request for Visit (RFV), depending on the national laws of the NATO country they are situated in. Should a Contractor be unable to perform the Contract due to the fact that the CSO or RFV cannot be provided, this cannot be the basis for a claim of adjustment or an extension of schedule, nor is it considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination For Default by the Purchaser. The successful Bidder shall have the appropriate facility and personnel clearances at the date of Contract Signature. Should the successful Bidder 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 shall not be (i) the basis for a claim of adjustment or an extension of schedule, or (ii) considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination For Default by the Purchaser under the Prospective Contract.
- 1.5.4** Bidders are advised that Contract signature will not be delayed in order to allow the processing of NATO RESTRICTED security clearances for personnel or facilities and, should the otherwise successful Bidder not be in a position to accept the offered Contract within 30 calendar days 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 Bidder next-in-rank. In such a case, the Bidder who would not sign the Contract shall be liable for forfeiture of the Bid Guarantee, if any.
- 1.5.5** Some NATO Nations, as identified in the table below and as mandated by their national laws and regulations, require a Facility Security Clearance (FSC) and Personnel Security Clearance (PSC) for contractors/sub-contractors under their jurisdiction, for access to NATO RESTRICTED information.

MEMBER NATION	FSC		Notification of contract/subcontract involving NR information to NSA/DSA		PSC	
	YES	NO	YES	NO	YES	NO
Albania		X	X			X
Belgium		X		X		X
Bulgaria		X		X		X
Canada	X		X		X	
Croatia		X	X			X

Czech Republic		X		X		X
Denmark	X		X		X	
Estonia	X		X			X
France		X		X		X
Germany		X		X		X
Greece		X		X		X
Hungary		X		X		X
Iceland		X		X		X
Italy		X		X		X
Latvia		X		X		X
Lithuania		X		X ²		X
Luxembourg	X			X	X	
Netherlands	X ¹		X ²			X
Norway		X	X			X
Poland		X		X		X
Portugal		X		X		X
Romania		X	X			X
Slovakia	X		X			X
Slovenia	X		X			X
Spain		X	X			X
Türkiye	X				X	
United Kingdom		X		X		X
United States	X			X		X

¹For military-related contract only

² National Security Authority/Designated Security Authority however requests notification by NATO contracting authorities

1.5.1

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 it is understood that the Purchaser used its best effort to warrant the quality and accuracy of the provided reference documents.

1.6.2 Statement of Work Applicable Documents

1.6.2.1 Bidders neither require physical access to the documents listed in the “Applicable Documents” section of the SOW in order to make their offers compliant, nor shall the Purchaser make these documents available, as all pertinent information relevant for bidding have been retrieved and made a part of this IFB.

END OF SECTION 1

SECTION 2 GENERAL BIDDING INFORMATION

2.1 Definitions

2.1.1 In addition to the definitions and acronyms set forth in Article 1 of Part II of the Prospective Contract and the definitions and acronyms set forth in Article 2 of the NCI Agency Contract General Provisions (Part III), the following terms and acronyms, as used in this IFB shall have the meanings specified below:

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

2.1.1.2 “Bidder” or “Offeror”: a firm, consortium, or joint venture, which submits an offer in response to this IFB. Bidders/Offerors 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 may be a reason for the Bid being declared non-compliant.

2.1.1.3 “Compliance”: strict conformity to the requirements and standards specified in this IFB.

2.1.1.4 “Contractor”: the awardee(s) of this IFB, which shall be responsible for the fulfilment of the requirements established in the Contract.

2.1.1.5 “Clarification Request”: a documented process to provide given information in a more detailed way to allow better understanding and resolve any ambiguity. Bidders may submit Clarification Requests to the Purchaser during the bidding process in accordance with the instructions set out in paragraph 2.7. The Purchaser may submit Clarification Requests to the Bidder at any time during the evaluation, as set out in paragraph 4.1.4.

2.1.1.6 “Declaration of Eligibility”: is a document issued by the Bidders’ national authorities signifying that the firm is technically, financially and professionally capable of undertaking a project of the scope envisaged in the IFB.

2.1.1.7 “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.

2.1.1.8 “Participating Country”: any of the [31] NATO nations contributing to the project, 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].

2.1.1.9 “Purchaser”: The Purchaser is defined as the NCI Agency or its legal successor.

2.2 Eligibility and Origin of Equipment and Services

2.2.1 As stated in paragraph 1.3.2, only firms from a Participating Country are eligible to engage in this competitive bidding process.

2.2.2 In addition, all Contractors, subcontractors and manufacturers, at any tier, must be from Participating Countries.

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

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

2.2.5 Unless otherwise authorized 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 The closing time for the electronic submission of Bids in response to this IFB is Monday, September 4, 2023, **14:00 hours Central European Time (CET)**.

2.3.2 Bids shall be submitted to the following email address:
IFBCO115759DAMSWCM@ncia.nato.int

2.4 Late Bids

2.4.1 Any Bid received at the Purchaser email address after the exact date and time indicated in paragraph 2.3.1 is “late” and may not be eligible for award.

2.4.2 Bids submitted electronically may be considered late unless the Bidder is able to show that it completed the entire transmission of the Bid before the closing date and time indicated in paragraph 2.3.1.

2.4.3 Consideration of Late Bid

2.4.3.1 The Purchaser considers that it is the responsibility of the Bidder to ensure that the Bid submission arrives by the specified closing date and time. A late Bid will only be considered for award under the following circumstances:

- (i) A contract has not already been awarded pursuant to this IFB;
- (ii) The Bid was sent to the correct email address specified in paragraph 2.3.2 above; and
- (iii) The delay was due solely to the fault of the Purchaser.

2.4.4 Receipt of an Unreadable Electronic Bid

2.4.4.1 If a Bid sent to the Purchaser is unreadable to the degree that conformance to the essential requirements of the IFB cannot be ascertained, or due to electronic files that are encrypted or which contain passwords (contrary to the instructions in paragraph 3.3.3 below), the Point of Contact indicated in paragraph 2.6.1 below shall immediately notify the Bidder that the Bid will be rejected unless the Bidder provides clear and convincing evidence:

- (i) of the content of the Bid as originally submitted; and
- (ii) that the unreadable condition of the Bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.

2.4.4.2 A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.

2.4.4.3 If it is discovered, during either the administrative, price or technical evaluation, that the Bidder has submitted an unreadable electronic Bid, the Bidder may be determined to have submitted a non-compliant Bid.

2.5 Requests for Extension of Bid Closing Date

2.5.1 The Bidder is informed that requests for extension to the Bid Closing Date for this IFB shall be submitted to the Point of Contact indicated in paragraph 2.6.1 below under the following condition:

- (i) only through the delegation of the country of origin of the firm which has been invited to Bid or by that country's embassy, and
- (ii) no later than fourteen (14) calendar days prior to the established Bid Closing Date. Bidders are advised to submit their request in sufficient time as to allow their respective NATO delegation or embassy to deliver the formal request to the Purchaser within this time limit.

2.6 Purchaser's Point of Contact

2.6.1 The Purchaser Point of Contact for all information concerning this IFB is:

Lise Vieux-Rochat – Contracting Officer

Email: IFBCO115759DAMSWCM@ncia.nato.int

2.6.2 All correspondence related to this IFB, including the actual Bid submission, shall be sent to the email address specified above.

2.7 IFB Clarification Requests

2.7.1 Bidders, at the earliest stage possible during the course of the solicitation period, are encouraged to seek clarification of any matters of an administrative, contractual, price, or technical in nature pertaining to this IFB.

2.7.2 All questions and Clarification Requests shall be submitted via email (no phone calls) to the Point of Contact identified in paragraph 2.6.1 above, using the Clarification Request Form provided at ANNEX B of this Book I.

- 2.7.3** Such questions and Clarification Requests shall be submitted **no later than fourteen (14) calendar days** prior to the stated "Bid Closing Date". The Purchaser is under no obligation to answer questions submitted after this time. Clarification Requests 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 paragraph 2.7.4 below.
- 2.7.4** Additional requests for clarification are limited only to the information provided as answers by the Purchaser to Bidder's Clarification Requests. Such additional requests shall arrive no later than ten(10) calendar days before the established Bid Closing Date.
- 2.7.5** It is the responsibility of the Bidders to ensure that all Clarification Requests submitted bear no mark, logo or any other form or sign that may lead to reveal the Bidders' identity in the language constituting the clarification itself. This prescription is not applicable to the mode used for the transmission of the Clarification Request (i.e. email or form by which the Clarification Request is forwarded).
- 2.7.6** The Purchaser declines all responsibilities associated to any and all circumstances regardless of the nature or subject matter arising from the Bidders' failure or inability to abide to the prescription in paragraph 2.7.5 above.
- 2.7.7** 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 (via email) to all prospective Bidders. Bidders shall immediately inform the Purchaser in the event that their submitted questions are not reflected in the answers published.
- 2.7.8** Where the extent of the changes implied by the response to a Clarification Request is of such a magnitude that the Purchaser deems it necessary to issue revised documentation, the Purchaser will do so by the means of the issuance of a formal IFB amendment in accordance with paragraph 2.9.
- 2.7.9** The Purchaser may provide for a re-wording of questions and Clarification Requests where it considers the original language ambiguous, unclear, subject to different interpretation or revelatory of the Bidder's identity.
- 2.7.10** The Purchaser reserves the right to reject Clarification Requests clearly devised or submitted for the purpose of artificially obtaining an extension of the solicitation time (i.e. Clarification Requests re-submitted using different wording where such wording does not change the essence of the clarification being requested).
- 2.7.11** The published responses issued by the Purchaser will be regarded as the authoritative interpretation of the IFB. 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 its submission.
- 2.8 Requests for Waivers and Deviations**
- 2.8.1** Bidders are informed that requests for alteration to, waivers, or deviations from the terms and conditions of this IFB will not be considered after the Clarification Request process. Requests for alterations to the other requirements, terms or conditions of the IFB may only be considered as part of the IFB Clarification Request process set forth in paragraph 2.7.

- 2.8.2** Requests for alterations to the specifications, terms and conditions of the Prospective Contract, which are included in a Bid as submitted, may be regarded by the Purchaser as a qualification or condition of the Bid and may be grounds for a determination of non-compliance.

2.9 Amendment of the IFB

- 2.9.1** The Purchaser may amend 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 Request process set forth in paragraph 2.7 or may be an independent action on the part of the Purchaser.

- 2.9.2** 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.

- 2.9.3** 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 A.2. Failure to acknowledge receipt of all amendments may be grounds to determine the Bid to be administratively non-compliant.

2.10 Cancellation of IFB

- 2.10.1** 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 the preparation and submission of a Bid in response to this IFB.

2.11 Modification and Withdrawal of Bids

- 2.11.1** Bids, once submitted, may be modified by Bidders, but only to the extent that the modifications are in writing, conform to the requirements of the IFB, and are received by the Purchaser prior to the exact time and date established for Bid Closing. Such modifications shall be considered as an integral part of the submitted Bid.

- 2.11.2** Modifications to Bids that arrive after the Bid Closing Date will be considered as "Late Modifications" and will be processed in accordance with the procedure set forth in paragraph 2.4 concerning "Late Bids". Except that, unlike a "Late Bid", the Purchaser will retain the modification until a selection is made. A modification to a Late Bid 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 successful Bidder on the basis of the Bid submitted and disregard the late modification.

- 2.11.3** A Bidder may withdraw its Bid at any time prior to Bid opening without penalty. In order to do so, an authorized agent or employee of the Bidder must provide a statement of the firm's decision to withdraw the Bid, submitted to the Purchaser Point of Contact set out in Section 2.6.1.

2.11.4 Except as provided in paragraph 2.12.4.2 below, a Bidder may withdraw its Bid after Bid opening only by forfeiture of the Bid Guarantee.

2.12 Bid Validity

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

2.12.2 In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in ANNEX A.4. Bids offering less than this period of time, may be determined non-compliant.

2.12.3 The Purchaser will endeavour to complete the evaluation and make an award within the Bid validity period. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the Bid validity period for all Bids that remain under consideration for award.

2.12.4 Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:

2.12.4.1 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 will be extended accordingly; or

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

2.12.5 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.

2.13 Bid Guarantee

2.13.1 The Bid Guarantee shall be submitted by:

(i) email: either directly by the banking institution or the Bidder to the email address specified in paragraph 3.4.1.2; and

(ii) postal mail: the original copy to the address specified in paragraph **Error! Reference source not found.**

2.13.2 The Bidder shall furnish with its Bid, a guarantee in an amount equal to Three Hundred Thousand Euro (€300,000).

2.13.3 The Bid Guarantee shall be an irrevocable, unqualified and unconditional Standby Letter of Credit (SLC) issued by any of the banks (used interchangeably with “financial institution”) listed on the [Bank Guarantee section](#) of the NCI Agency public website (hereafter defined as the “Acceptable Banks”) or issued by a different financial institution and confirmed by any of the Acceptable Banks. In the latter case, signed original letters from both the issuing institution and the confirming institution must be provided. The confirming bank shall clearly state that it will guarantee the funds and the drawing against can be made by the NCI Agency. The Bid Guarantee shall be substantially similar to the SLC template provided on the Bank Guarantee section of the NCI Agency public website and shall be made payable to the: Treasurer, NCI

Agency.

- 2.13.4 "Standby Letter of Credit" or "SLC"** as used herein, means a written commitment by a financial institution included in the list of Acceptable Banks, either on its own behalf or as a confirmation of the SLC issued by a different bank not on the list of Acceptable Banks 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 SLC.
- 2.13.5** Bidders should note that, regardless of paragraph 12 of the Bid Guarantee-Standby Letter of Credit template provided on the [Bank Guarantee section](#) of the NCI Agency public website, it is possible to issue the SLC subject to a publication similar to the "International Standby Practices-ISP98 (1998 Publication) International Chamber of Commerce (ICC) Publication No. 590" (e.g. the Uniform Rules for Demand Guarantees ICC Publication No. 758) as long as the following basic principles remain: (1) it is a written commitment by one of the financial institutions included on the list of Acceptable Banks and (2) it includes the IFB/contract number, bank name, Bidder/contractor name, amount, expiration date, and that overall, the language of the Bid Guarantee is substantially similar to the SLC template provided on the Bank Guarantee section of the NCI Agency public website.
- 2.13.6** Alternatively, a Bidder may elect to electronically make a cash deposit of the required Guarantee directly to the account of the NCI Agency (no cheques). The NCI Agency's bank account details will be provided separately upon request to the Point of Contact set out in Section 2.6.1.
- 2.13.7** 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.
- 2.13.8** Failure to furnish the required Bid Guarantee in the proper amount, and/or in the proper form and/or for Bid the appropriate duration by the Bid Closing Date may be cause for the Bid to be determined non-compliant.
- 2.13.9** The Purchaser will make withdrawals against the amount stipulated in the Bid Guarantee under any of the following conditions:
- 2.13.9.1** The Bidder has submitted a successful Bid, but the Bidder declines to sign the Contract or is unable or unwilling to provide the Performance Guarantee required under the terms of the Contract within the time frame required];
 - 2.13.9.2** The Purchaser has offered the Bidder the Contract for execution but the Bidder has been unable to demonstrate compliance with the security requirements within the period stated in paragraph 1.5.4.
- 2.13.10** The Bid Guarantee will be returned to Bidders as follows:
- 2.13.10.1** To non-compliant Bidders forty-five (45) calendar 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) calendar days after a final determination of non-compliance);

2.13.10.2 To all other unsuccessful Bidders within thirty (30) calendar days following the award of the Contract to the successful Bidder;

2.13.10.3 To the successful Bidder upon submission of the Performance Guarantee..

2.13.10.4 To Bidders who withdrew their Bid pursuant to paragraph 2.12.4.2.

2.14 Electronic Transmission of Information and Data

2.14.1 The Purchaser will communicate answers to Clarification Requests and amendments to this IFB to the prospective Bidders as soon as practicable.

2.14.2 Bidders are advised that the Purchaser will rely exclusively on email communication to manage all correspondence related to this IFB, including IFB amendments and clarifications.

2.14.3 Bidders are cautioned that electronic transmission of documentation which contains classified information (NATO RESTRICTED, NATO CONFIDENTIAL, NATO SECRET) not allowed.

2.15 Supplemental Agreements and Export Controlled Information

2.15.1 Bidders are required, in accordance with the certificate at ANNEX A.10 of this Book I, to disclose any prospective Supplemental Agreements that are required by national governments to be executed by NATO/NCI Agency as a condition of Contract performance.

2.15.2 Supplemental Agreements are typically associated with, but not necessarily limited to, national export control regulations, technology transfer restrictions and end user agreements.

2.15.3 Bidders are cautioned that failure to provide full disclosure of the anticipated requirements and the terms thereof, to the best of the Bidder's knowledge and experience, may result in the Purchaser withholding award of the Contract or terminating an executed Contract if it is discovered that the terms of such Supplemental Agreements contradict the terms of the Contract, including the schedule, to the extent that either key objectives cannot be accomplished.]

2.16 Notice of Limitations on Use of Intellectual Property Delivered to the Purchaser

2.16.1 Bidders are instructed to review Article 7 of the Contract Special Provisions and x Article 30 of the Contract General Provisions. These Articles set forth the definitions, terms and conditions regarding the rights of the parties concerning Intellectual Property (IP) developed and/or delivered under the Prospective Contract or used as a basis of development under the Prospective Contract.

2.16.2 All Contract deliverables are governed by a distinct set of Intellectual Property Rights (IPR) and Title and Ownership provisions, detailed in Book II, Prospective Contract.

2.16.3 Bidders are required to disclose, in accordance with ANNEX A.14 and ANNEX A.15 of these Bidding Instructions, the Intellectual Property (IP) proposed to be used by the Bidder that will be delivered with either Background IPR or Third Party IPR. Bidders are required to identify such IP and the basis on which the claim of Background or Third

Party IP is made.

2.16.4 The identification of Bidders' Background and/or Third Party IP shall be limited to those IPs associated with products and/or documentation which is indispensable in order to deliver, install and operate, support, maintain the system and to provide training and which are not related to products and/or documentation needed for internal processes only.

2.16.5 Bidders are further required to identify any restrictions on Purchaser use of the IP that is not in accordance with the definitions and rights set forth in the provisions of the Book II's Prospective Contract concerning use or dissemination of such IP.

2.16.6 Bidders are informed that any restriction on use or dissemination of IP conflicting with the terms and conditions of Book II or with the objectives and purposes of the Purchaser as stated in the Prospective Contract shall render the Bid non-compliant.]

2.17 Notice to Bidders of Contract Distribution and Disclosure of Information

2.17.1 The resulting Contract may be subject to release to (i) NATO Resource Committees through the NATO Office of Resources for audit purposes (including audits carried out using third party companies (see Book II, Special Provisions Article entitled "Notice of Authorized Disclosure of Information for Mandated NATO Third Party Audit by Resource Committees", and (ii) to the customer holding a Service Level Agreement with the NCI Agency related to this requirement, upon request from that customer.

END OF SECTION 2

SECTION 3 BID PREPARATION INSTRUCTIONS

3.1 General

- 3.1.1** Bids shall be prepared in accordance with the instructions set forth herein. Failure to comply with these instructions may result in the Bid being declared non-compliant.
- 3.1.2** Bidders shall prepare a complete Bid, which comprehensively addresses all requirements stated herein. The Bid shall demonstrate the Bidder's understanding of this IFB and its ability to provide all the deliverables and services listed in the Schedule of Supplies and Services in accordance with the milestones therein.
- 3.1.3** The Bidder shall not 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.
- 3.1.4** Although the Purchaser may request clarification of the Bid, it is not required to do so and may make its determination on the content of the Bid as written. Therefore, Bidders shall assume that inconsistencies, omissions, errors, lack of detail and other qualitative deficiencies in the submitted Bid will have a negative impact on the final rating.
- 3.1.5** Bids containing conditional statements on evaluated CLINs will be declared non-compliant, unless expressly allowed under this IFB.
- 3.1.6** Bidders are advised that the Purchaser reserves the right to incorporate the successful Bid's offer in whole or in part by reference in the resulting Contract.
- 3.1.7** All documentation submitted as part of the Bid shall be classified at a level not higher than "NATO UNCLASSIFIED".

3.2 Language of Bid

- 3.2.1** All notices and communications regarding this IFB shall be written and conducted in English.
- 3.2.2** All Bids shall be submitted in English.

3.3 Bid Volume Content and Marking

- 3.3.1** The complete electronic Bid shall consist of three distinct and separate volumes described in the following subparagraphs. Detailed requirements for the structure and content of each of these volumes are contained in these Bidding Instructions.
 - (i)** Volume 1: Administration (paragraph 3.4)
 - (ii)** Volume 2: Technical (paragraph 3.5)
 - (iii)** Volume 3: Price (paragraph 3.6)
- 3.3.2** "Arial" fonts in size 11 shall be used for normal text, and "Arial Narrow" fonts not smaller than size 10 for tables and graphics.

- 3.3.3 File Size:** Emails submitted in response to this IFB shall be less than 10 MB in size per email with no encryption or password protection to the file.
- 3.3.4 Page Limit:** The submitted Bid shall be in accordance with the page limit set out in the Bidder's Checklist in paragraph 3.7.
- 3.3.5** The Bid shall be consolidated into as few emails as possible and sent to the email address stated in paragraph 2.6.1.
- 3.3.6** The email shall have the following subject line: Book I – Best Value Bid for {*Insert Company Name*}.
- 3.3.7** In the event the Bid must be submitted in multiple emails to stay under the size limit stated in paragraph 3.3.3, the Bidder shall add "Email 1 of 2", "Email 2 of 2" as necessary to the subject line of the email.
- 3.3.8** "*Company Name*" – in the subject line of the email, and in the names of the individual files, the name of the Bidder shall be abbreviated to no more than 10 characters. For example, if a company's name is "*Computer and Technology Research Company*", the company name could be shortened to "*CTRC*" in the email and file names.

3.3.9 Acceptable File Formats

- 3.3.9.1** Unless otherwise directed, files shall be submitted in Adobe PDF format.
- 3.3.9.2** The Purchaser will NOT accept hard copies of Bid, CDs, thumb drives or zip files.
- 3.3.10** The individual electronic files sent by email shall have the naming convention listed in the table below. In the event the documents must be split into more than one file (to ensure the size of the email stays within the limit stated in paragraph 3.2.2), the Bidder shall add "Part 1 of 2", "Part 2 of 2" as necessary to the file names. Bid

Volume 1, Administration:	Book I – Best Value -Company Name–Vol 1–Admin
	Book I – Best Value -Company Name–Vol 1–BidGuarantee]
Volume 2, Technical:	Usability
	Book I – Best Value -Company Name-Vol 2-PMP
	Book I – Best Value -Company Name-Vol 2-RTM
	Book I – Best Value -Company Name-Vol 2-TP
	Engineering
	Book I – Best Value -Company Name-Vol 2-BQ
	Book I – Best Value -Company Name-Vol 2-SDS
	Book I – Best Value -Company Name-Vol 2-SDP
	Book I – Best Value -Company Name-Vol 2-STA
	Book I – Best Value -Company Name-Vol 2-PMTP
	Book I – Best Value -Company Name-Vol 2-PMS
	Security
	Book I – Best Value-Company Name-Vol 2-D38
	Book I – Best Value-Company Name-Vol 2-D32
	Book I – Best Value-Company Name-Vol 2-FBS
Volume 3, Price:	Book I – Best Value-Company Name–Vol 3–Price

	Book I – Best Value-Company Name-Vol 3-OfferSum
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3.4 Volume 1: Administration

3.4.1 Quantity:

3.4.1.1 One (1) merged PDF file containing all of the Certificates specified in paragraph 3.7.1.1, signed in the original or electronically by an authorized representative of the Bidder. No alternative versions of certificates will be recognised and may lead to non-compliance;

3.4.1.2 One electronic (1) PDF file of the Bid Guarantee submitted to: NCIABankGuarantee@ncia.nato.int, cc to IFBCO115759DAMSWCM@ncia.nato.int

3.4.1.3 Failure to comply with paragraph 3.4.1.2 may be cause for the Bid to be determined non-compliant.]

3.4.2 No information disclosing or contributing to disclose the Bid price shall be made part of Volume 1 (Administration). Failure to abide to this prescription shall result in the Bid being declared non-compliant.

3.5 Volume 2: Technical

3.5.1 Quantity:

3.5.1.1 One (1) merged PDF file containing all the documents / One (1) PDF file per requested line item as] specified in paragraph 3.7.1.2;

3.5.2 No information disclosing or contributing to disclose the Bid Price shall be made part of Volume 2 (Technical). Failure to abide to this prescription shall result in the Bid being declared non-compliant.

3.5.3 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. A simple copy/paste of the requirements from the IFB into a Bid will not be constitute sufficient grounds of compliance and may lead to a determination of non-compliance.

3.5.4 Volume 2 (Technical) shall include:

3.5.4.1 Table of Contents: which lists not only the section headings but also the major sub-sections, and topic headings required set forth in these instructions or implicit in the organisation of Volume 2 (Technical). This is not included as part of the page limit count.

3.5.4.2 Executive Summary: Bidders shall provide an overview of the salient features of their Volume 2 (Technical) in the form of an executive summary. An executive summary is not mandatory and shall not be evaluated. This summary (if included) shall not exceed 1 page.

3.5.5 Part 1: Usability

3.5.5.1 All areas of Part 1 (Usability) shall comprehensively demonstrate usability of the proposed solution.

3.5.5.2 Part 1 (Usability) shall include:

3.5.5.2.1 **Table of Contents:** Bidders shall compile a detailed table of contents which lists not only the section headings but also the major sub-sections, and topic headings required set forth in these Bidding Instructions or implicit in the organisation of Part 1 (Engineering).

3.5.5.2.2 **Requested Documentation:** One (1) PDF file for each of the requested documents as specified in paragraph 3.7.1.2 Part 1 and in accordance with the Statement of Work.

3.5.6.1 Part 2 (Engineering) shall include:

3.5.6.1.1 **Table of Contents:** Bidders shall compile a detailed table of contents which lists not only the section headings but also the major sub-sections, and topic headings required set forth in these instructions or implicit in the organisation of Part 2 (Engineering).

3.5.6.1.2 **Requested Documentation:** One (1) PDF file for each of the requested documents as specified in paragraph 3.7.1.2 Part 2 and in accordance with the Statement of Work.

3.5.7 Part 3: Security

3.5.7.1 All areas of Part 3 (Security) shall comprehensively demonstrate feasibility and reasonableness of the proposed solution.

3.5.7.2 Part 3 (Security) shall include:

3.5.7.2.1 **Table of Contents:** Bidders shall compile a detailed table of contents which lists not only the section headings but also the major sub-sections, and topic headings required set forth in these instructions or implicit in the organisation of Part 3 (Security).

3.5.7.2.2 **Requested Documentation:** One (1) PDF file for each of the requested documents as specified in paragraph 3.7.1.2 Part 3 and in accordance with the Statement of Work.

3.6 Volume 3: Price

3.6.1 Introduction

3.6.1.1 Bid pricing requirements as addressed in this section 3.6 are mandatory. Failure to abide to these Bid pricing requirements may lead to the Bid being declared non-compliant and not being taken into consideration for award.

3.6.1.2 No alteration of the Bidding Sheet - 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 Sheet file.

- 3.6.1.3** Additional price columns may be added if multiple currencies are used, including extra provisions for all totals.

3.6.2 Quantity

- 3.6.2.1** One (1) completed MS Excel (native) file of the Bidding Sheet document. This MS Excel file shall be duly completed, shall be able to be manipulated (i.e. not an image), and shall be the full and complete Volume 3 (Price).

- 3.6.2.2** One (1) PDF file of the Offer Summary sheet (i.e. Tab 1) of the Bidding Sheet.

3.6.3 General Rules

- 3.6.3.1** Bidders are required, in preparing their Volume 3 (Price), to utilise the electronic files provided as part of this IFB and referenced in paragraph 3.6.2.
- 3.6.3.2** This Excel file includes detailed instructions on each tab that will facilitate Bidders' preparation of the Bid pricing. These instructions are mandatory.
- 3.6.3.3** All metrics (e.g. cost associated with labour) will be assumed to be standard or normalised to 7.6 hours/day, for a five-day workweek at NATO and national sites and Contractor facilities.
- 3.6.3.4** Should the apparent successful Bid be in currency other than Euro, the award of the Contract will be made in the currency or currencies of the Bid.
- 3.6.3.5** Bidders are advised to insert formulae, designed to ease evaluation of their Bid, 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 used in electronic copies of the Bidding Sheets.
- 3.6.3.6** Bidders are responsible for the accuracy of their price. The Volume 3 (Price) that has 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.
- 3.6.3.7** If the Bidder identifies an error in the spreadsheet, it should notify the Purchaser through the IFB Clarification Request process described in section 2.7. The Purchaser will then make a correction and notify all the Bidders of the update.
- 3.6.3.8** The total price of the Bidder shall not exceed the financial ceiling stated below in paragraph 3.6.3.9. Bidders submitted in excess of this ceiling may be determined to be non-compliant and eliminated from further consideration.
- 3.6.3.9** Bidders are advised that the total price shall not exceed a ceiling of € 7,600,000 for the base contract (2023-2028). 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 to include those expressed in the SOW.

- 3.6.3.10** With the exception of any pre-populated not-to-exceed amounts, Bidders shall furnish Firm-Fixed Price 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, if any.
- 3.6.3.11** 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.
- 3.6.3.12** 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:
- 3.6.3.12.1** The currency is of a Participating Country in the project, as defined in paragraph 2.1.1.8, and
- 3.6.3.12.2** The Bidder can demonstrate, either through subcontract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major subcontracts and their approximate anticipated value shall be listed in ANNEX A.13, List of Prospective Subcontractors, with the breakdown of the value reflected in the Bidding Sheet.
- 3.6.3.13** The Purchaser, by virtue of its status under the terms of Article IX and X of the [Ottawa Agreement](#), is exempt from all direct taxes (incl. VAT) and all customs duties on merchandise imported or exported. Bidders shall acknowledge such exemption through execution of the Certificate at ANNEX A.6.
- 3.6.3.13.1** Following contract award, the successful Bidder agrees to verify prior to issuance of any invoice and in consultation with the Purchaser, whether in the nation where the VAT would be due, the Purchaser is exempt from VAT at source or is entitled to claim reimbursement of VAT. Where the Purchaser is exempt from VAT at source, the Bidder shall exclude VAT from the invoice. Outside of this, the successful Bidder will cooperate with the Purchaser to provide all necessary documentation to ensure Purchaser obtains the VAT exemption.
- 3.6.3.14** Unless otherwise specified in the instructions for the preparation of Bidding Sheets, all prices quoted in the Bid 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® 2020](#).
- 3.6.3.15** The Bidder's attention is directed to the fact that the Volume 3 (Price) shall contain no document and/or information other than the priced copies of the Bidding Sheets. Any other document will not be considered for evaluation.

3.7 Bidder's Checklist

- 3.7.1** The tables below provide an overview of all items to be delivered by the Bidder as part of this Bid. Bidders are invited to use these tables to verify the completeness of their Bid.

3.7.1.1 Volume 1: Administration

#	Item	Quantity and Format	Requirements and Evaluation Criteria (IFB Reference)
1	ANNEX A.1 Certificate of Legal Name of Bidder	1 (merged) PDF file containing documents #1 to #16	Section 4.4
2	ANNEX A.2: Acknowledgement of Receipt of IFB Amendments (if applicable)		
3	ANNEX A.3: Certificate of Independent Determination		
4	ANNEX A.4: Certificate of Bid Validity		
5	ANNEX A.5: Certificate of Price Ceiling		
6	ANNEX A.6: Certificate of Acknowledgement of Purchaser Exemption from Taxes, Duties, and Charges		
7	ANNEX A.7: Certificate of Origin of Equipment, Services and Intellectual Property		
8	ANNEX A.8: Comprehension and Acceptance of Contract General and Special Provisions		
9	ANNEX A.9: Disclosure of Involvement of Former NCI Agency Employment		
	ANNEX A.9a: Excerpt of NCI Agency AD. 05.00, Code of Conduct		
	<i>Please note this excerpt is for information only and does not need to be signed or submitted.</i>		
10	ANNEX A.10: Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements		
11	ANNEX A.11: Certificate of AQAP 2110 or ISO-9001:2015 Compliance. (The Bidder shall attach a copy of such certificate to Volume 1).		
12	ANNEX A.12: List of Proposed Key Personnel		
13	ANNEX A.13: List of Prospective Subcontractors/Consortium Members		
14	ANNEX A.14: Bidder Background IPR		
15	ANNEX A.15: Subcontractor and Third Party IPR		

16	Bid Guarantee – Standby Letter of Credit] <i>Bidders are reminded that the Bid Guarantee shall reflect any extensions to the Bid Validity Date due to extensions in the Bid Closing Date.</i>	1 PDF file + 1 original (paper) copy	Section 3.4.1.2.
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3.7.1.2 Volume 2: Technical

#	Item	Quantity and Format	Maximum Page Limit	Requirements and Evaluation Criteria (IFB Reference)
1	Executive Summary	1 PDF file	1	
2	Table of Contents		No page limit	
3	Part 1: Usability	-	60	
	a. Table of Contents	1 PDF file	No page limit	
	b. Draft Project Management Plan (PMP)	1 PDF file	20	4.4.1
	c. Draft Requirement Traceability Matrix (RTM)	1 PDF file	20	4.4.6
	d. Draft Training Plan (TP)	1 PDF file	20	4.4.9
4	Part 2: Engineering		100	
	a. Table of Contents	1 PDF file	No page limit	
	b. Bidder Qualifications	1 PDF file	No page limit	
	c. Draft System Design Specification (SDS)	1 PDF file	20	4.4.7
	d. Draft Service Delivery Plan (SDP)	1 PDF file	20	4.4.3
	e. Draft Stress Test Approach (STA)	1 PDF file	20	5.5
	f. Draft Project Master Test Plan (PMTTP)	1 PDF file	20	11.2.1
	g. Draft Project Management Schedule (PMS)	1 PDF file	20	4.4.2
5	Part 3: Security		20	
	a. Table of Contents	1 PDF file	No page limit	
	b. AC322-D(2019)0038 CIS Security	1 XLSX	No page limit	Annex F

	Technical Implementation Directive Web Applications-Compliance Matrix	file		
	c. AC322-D(2021)0032 Directive for the Protection of NATO Information within Public Cloud-Based CIS-Compliance Matrix	1 XLSX file	No page limit	Annex G
	d. Draft Fall-back Solution Description (FBS)	1 PDF file	20	A.1.5.

3.7.1.3 Volume 3: Price

#	Item	Quantity and Format	Requirements and Evaluation Criteria (IFB Reference)
1	Bidding Sheets (i.e. "Book I – Best Value_Book I-Bidding Sheets.xlsx")	1 completed MS Excel file	Section 4.6
2	Offer Summary sheet (i.e. Tab 1) of the Bidding Sheets	1 PDF file	

END OF SECTION 3

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 in this IFB.
- 4.1.2** 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 its Bid. The Purchaser shall not be responsible for locating or securing any information which is not included in the Bid or included only by reference. Bidders are therefore invited not to include documents by reference, as those will not be taken into account.
- 4.1.3** To ensure that sufficient information is available, the Bidder shall furnish with its Bid all information appropriate to provide a complete description of the work which will be performed and/or the supplies to be delivered. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this IFB.
- 4.1.4** The Purchaser, at its own discretion, reserves the right to request clarifications of the Bid at any time during the evaluation 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. Receiving such Clarification Request(s) shall by no means construe an impending award. The sole purpose of such Clarification Requests will be to resolve ambiguities in the Bid and to permit the Bidder to state its intentions regarding certain statements contained therein. The Clarification Request stage is not to elicit additional information from the Bidder that was not contained in the original submission or to allow the Bidder to supplement cursory answers or omitted aspects of the Bid. The Bidder is not permitted any cardinal alteration of its Bid at any time.
- 4.1.5** 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.
- 4.1.6** The Purchaser reserves the right, during the evaluation and selection process, to verify any statements made concerning experience and facilities, by making a physical inspection of the Bidder's facilities and capital assets and by interviewing proposed key personnel. Physical inspections and interviews shall also apply to assertions in the Bid made on behalf of proposed subcontractors. The Bidder shall be responsible for providing access to its own or subcontractors' facilities and personnel.
- 4.1.7** The evaluation will be conducted in accordance with NATO BC Procedures as set forth in BC-D(2018)004-FINAL dated 29 January 2018..

4.2 Best Value Award Approach and Bid Evaluation Factors

- 4.2.1** The Contract resulting from this IFB will be awarded to the Bidder whose conforming offer provides the best value to NATO, as evaluated by the Purchaser in compliance

with the requirements of this IFB and according to the evaluation method specified in this section.

4.2.2 The top level criteria are [60]% Technical and [40]% Price.

4.2.3 Technical Scoring (TS)

4.2.3.1 The 2nd level criteria for the technical evaluation are:

4.2.3.1.1 Usability (U): [50]% weight, based on the criteria listed in order of descending importance (that is, most important listed first) in paragraph 4.5.2.

4.2.3.1.2 Engineering (E): [25]% weight, based on the criteria listed in order of descending importance in paragraph 4.5.3.

4.2.3.1.3 Security (S): [25]% weight, based on the criteria listed in order of descending importance in paragraph 4.5.4.

4.2.3.2 The Technical Score will be calculated using the following formula:

4.2.3.2.1 $TS = ([50]\% \times \text{Usability Score}) + ([25]\% \times \text{Engineering Score}) + ([25]\% \times \text{Security Score})$

4.2.4 Price Scoring (PS)

4.2.4.1 The PS will be calculated using the following formula:

4.2.4.1.1 $PS = 100 * (1 - (\text{Bid Price} / (2 * \text{Average Bid Price})))$

4.2.4.2 The “Bid Price” and the “Average Bid Price” will be calculated based on the sum of the proposed prices as defined in paragraph 4.6.3.2.

4.2.4.3 Only those Bids evaluated as compliant in the administrative and technical evaluations will be used in the calculation of the price score. Therefore, the price scores cannot be calculated until after the technical evaluation is complete.

4.2.4.4 Bidders shall note that any Bid in excess of the stated ceiling price set forth in paragraph 3.6.3.9 may not be scored as the Bid may be determined to be non-compliant.

4.2.5 Best Value Final Scoring

4.2.5.1 The Best Value Final Score (FS) will be the sum of the weighted Technical Score (TS) and weighted Price Score (PS), according to the following formula:

4.2.5.1.1 $FS = (TS * [60]\%) + (PS * [40]\%)$

4.2.5.2 The maximum possible Best Value FS is 100. The Bid with the highest FS will be recommended to be the apparent successful Bidder.

4.2.6 A weighting scheme for sub-criteria values has been developed by Purchaser staff not associated with the technical evaluation. This weighting scheme has been password protected and is not known to any of the Purchaser staff beyond the originator and the Chairperson of the Contracts Award Board. The weighting scheme remains sealed until

Step 4 of the evaluation process described in paragraph 4.7 is reached.

4.3 Evaluation Procedure

4.3.1 The evaluation will be done in a four-step process, as described below:

4.3.1.1 Step 1: Administrative Compliance

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

4.3.1.2 Step 2: Technical Evaluation

4.3.1.2.1 Volume 2 (Technical) will be evaluated against predetermined top-level criteria and identified sub-criteria (see paragraph 4.2.3 above), and scored accordingly. This evaluation will result in “raw” or unweighted technical scores against the criteria.

4.3.1.2.2 Bidders are advised that any Bid of which Volume 2 (Technical) scores less than 20% of the total unweighted raw score possible in any of the sub-criteria listed in paragraph 4.5 may be determined non-compliant by the Purchaser and not considered for further evaluation.

4.3.1.3 Step 3: Price Evaluation

4.3.1.3.1 Volume 3 (Price) will be opened and evaluated in accordance with paragraph 4.6.

4.3.1.4 Step 4: Determination of Apparent Successful Bidder

4.3.1.4.1 Upon completion of the technical and price evaluations, the scores of the Bids considered to be technically compliant will be calculated. The apparent successful Bid will be determined in accordance with paragraph 4.7.

4.4 Evaluation Step 1: Administrative Compliance

4.4.1 Bids will be reviewed for compliance with the formal requirements for Bid submission as stated in this IFB and the content of Volume 1 (Administration). The evaluation of Volume 1 (Administration) will be made on its completeness, conformity and compliance to the requested information. This evaluation will not be scored in accordance with Best Value procedures but is made to determine if a Bid complies with the requirements of the Bidding Instructions and Prospective Contract. Specifically, the following requirements shall be verified:

4.4.1.1 The Bid was received by the Bid Closing Date and Time stated in paragraph 2.3.1;

4.4.1.2 The Bid is composed and marked properly as stated in paragraph 3.3;

4.4.1.3 Volume 1 (Administration) contains the documentation listed in paragraph 3.7.1.1 and complies with the formal requirements established in paragraph 3.3;

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

4.4.2 Receipt of an unreadable electronic Bid

4.4.2.1 If a Bid received by email is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, the Point of Contract in paragraph 2.6.1 shall immediately notify the Bidder that the Bid will be rejected unless the Bidder provides clear and convincing evidence:

- (i) Of the content of the Bid as originally submitted; and,
- (ii) That the unreadable condition of the Bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.

4.4.3 A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.

4.4.4 Bids that are determined to be administratively compliant will proceed to Evaluation Step 2, Technical Evaluation.

4.4.5 Notwithstanding paragraph 4.4.4, if it is later discovered during the administrative, technical or price evaluation that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned its Bid on a modification or alteration of the Terms and Conditions or the language of the Statement of Work, the Bidder may be determined to have submitted a non-compliant Bid at the time of discovery.

4.5 Evaluation Step 2: Technical Evaluation

4.5.1 Volume 2 (Technical) will be evaluated against the criteria set forth in this section. For some sub-criteria, there may be additional supporting factors at the next lower level. These lower level factors are not published in this IFB but are predetermined and included in the Technical Evaluation Weighting Scheme, which is sealed before Bid Opening. The following paragraphs identify the aspects to be examined in the evaluation and rating of Volume 2 (Technical).

4.5.2 Part 1: Usability

4.5.2.1 The criteria used to evaluate Part 1, Usability are listed in descending order of importance.

4.5.2.2 Within those criteria, all of the sub-criteria are also listed in order of descending importance.

4.5.2.3 The criteria of high importance will have higher weighting factors than the criteria of lower importance.

4.5.2.4 Solution Demo (SD)

The Bidder shall provide a demo of their solution that is tailored to the scenario described in Annex E of Book II, Part IV, Statement of Work (SOW). This demo shall showcase the capabilities of the solution and the way that the contractor intends to configure the solution. The aim of the demo is for the Purchaser to assess the usability of the system.

- The demo shall take place in-person at NATO Headquarters in Brussels, Belgium.

- Two possible timeslots will be presented to the Bidder between 2 and 6 weeks after the bid closure date.
- If the Bidder is not able to plan the demo in one of the two slots provided or is unable to provide a demo, the Bid may be declared non-compliant and may not be evaluated further by the Purchaser..
- The demo shall take no longer than 90 minutes after which there will be a 30-minute free-form session where the Purchaser can ask clarifying questions.
- A meeting room with large screen and Internet connectivity will be available for this demo, any other demo equipment shall be provided by the Bidder.
- Any cost (including travel) associated with the demo shall be carried by the Bidder.

4.5.2.4.1 The Bidder provided a demo that displayed the usability of the Solution to the Purchaser using the scenario described in Annex E of Book II, Part IV, Statement of Work (SOW) as the scenario for this demo.

4.5.2.4.2 The Bidder provided a demonstration on the way their Solution satisfies the functional requirements marked (SHALL) in Section 4 and Section 13 of Book II, Part IV, SOW

4.5.2.4.3 Draft Project Management Plan (PMP)

4.5.2.5.2 The Bidder submitted a draft PMP and used paragraph 4.4.1 of Book II, Part IV, Statement of Work (SOW) as the structure in submitting this draft PMP.

4.5.2.5.3 The draft PMP describes how the totality of the project as specified in the SOW will be implemented successfully with a realistic expectation of NATO staff involvement.

4.5.2.6 Draft Requirements Traceability Matrix (RTM)

4.5.2.6.2 The Bidder submitted a draft RTM and used paragraph 4.4.6. of Book II, Part IV, SOW as the structure in submitting this draft RTM.

4.5.2.6.3 The draft RTM described how their solution will satisfy each of the functional requirements marked (SHALL) in Section 4 and Section 13 of Book II, Part IV, SOW.

4.5.2.7 Draft Training Plan (TP)

4.5.2.7.2 The Bidder submitted a draft TP and used paragraph 4.4.9. of Book II, Part IV, SOW as the structure in submitting this draft TP.

4.5.2.7.3 The draft TP described an effective and realistic training approach that will lead to qualified User staff.

4.5.2.7.4 The draft TP described a realistic planning in the TP that aligns with the project schedule.

4.5.3 Part 2: Engineering

4.5.3.1 The criteria used to evaluate Part 2, Engineering are listed in descending order of importance.

- 4.5.3.2** Within those criteria, all of the sub-criteria are also listed in order of descending importance.
- 4.5.3.3** The criteria of high importance will have higher weighting factors than the criteria of lower importance.
- 4.5.3.4 Bidder Qualifications**
 - 4.5.3.4.1** The Bidder described and demonstrated prior experience in successfully implementing and configuring the CMS solution in a non-commercial multi-national or national organization with similar size as NATO.
- 4.5.3.5 Draft System Design Specification (SDS)**
 - 4.5.3.5.1** The Bidder submitted a draft SDS and used paragraph 4.4.7. of Book II, Part IV, SOW as the structure in submitting this draft SDS.
 - 4.5.3.5.2** The draft SDS described a technically feasible solution that limits the implementation risk of the project.
 - 4.5.3.5.3** The draft SDS described how the Solution will successfully integrate with the Purchaser's Security Information and Event Management System (SIEM) and Edge Security Solution.
 - 4.5.3.5.4** The draft SDS described how the Solution will provide the SAW as described in A.1.2. of the of Book II, Part IV, SOW.
- 4.5.3.6 Draft Service Delivery Plan (SDP)**
 - 4.5.3.6.1** The Bidder submitted a draft SDP and used paragraph 4.4.3. of the of Book II, Part IV, SOW as the structure in submitting this draft SDP. The draft SDP described the approach to Service Delivery that realistically provides the requirements marked as (SHALL) as described in the SLA (Annex B of the of Book II, Part IV, SOW).
 - 4.5.3.6.3** The draft SDP described the how the requirements marked as (SHALL) as described in the SLA (Annex B of the of Book II, Part IV, SOW) will be measured and reported to the Purchaser.
- 4.5.3.7 Draft Stress-Test Approach (STA)**
 - 4.5.3.7.1** The Bidder submitted a draft STA and used paragraph 5.5. of the of Book II, Part IV, SOW as the requirement for this draft STA.
 - 4.5.3.7.2** The draft STA described a realistic approach to provisioning a static website with the history of the nato.int website that meets the requirements marked (SHALL) as described in 5.5. of the of Book II, Part IV.
- 4.5.3.8 Draft Project Master Test Plan (PMTP)**
 - 4.5.3.8.1** The Bidder submitted a draft PMTP and used paragraph 11.2.1. of the of Book II, Part IV, SOW as the requirement for this draft PMTP.
 - 4.5.3.8.2** The draft PMTP describes how the Solution will be tested in order to verify adherence to the requirements marked (SHALL) in the Book II, Part IV, SOW.

4.5.3.9 Draft Project Management Schedule (PMS)

- 4.5.3.9.1** The Bidder submitted a draft PMS and used paragraph 4.4.2. of the of Book II, Part IV, SOW as the structure in submitting this draft PMS.
- 4.5.3.9.2** The Bidder provided a realistic planning for the Solution Provisioning phase of the project and took the dependencies described in the SOW into consideration.
- 4.5.3.9.3** The Bidder provided a realistic planning for the completion and approval of the Security Accreditation Documentation Set (ADS)

4.5.4 Part 3: Security

- 4.5.4.1** The criteria used to evaluate Part 3, Security are listed in descending order of importance.
- 4.5.4.2** Within those criteria, all of the sub-criteria are also listed in order of descending importance.
- 4.5.4.3** The criteria of high importance will have higher weighting factors than the criteria of lower importance.

4.5.4.4 D38 Compliance Matrix

- 4.5.4.4.1** The Bidder submitted the D38 Compliance Matrix and populated all required fields.
- 4.5.4.4.2** The D38 Compliance Matrix indicates that all applicable requirements in CIS Security Technical and Implementation Directive for the Security of Web Applications (reference [AC/322-D(2019)0038 (INV)]) shall be satisfied

4.5.4.5 D32 Compliance Matrix

- 4.5.4.5.1** The Bidder submitted the D32 Compliance Matrix and populated all required fields.
- 4.5.4.5.2** The D38 Compliance Matrix indicates that all applicable requirements in the CIS Technical and Implementation Directive for the Protection of NATO Information within Public Cloud-Based Communication and Information Systems (reference [AC/322-D(2021)0032]) shall be satisfied

4.5.4.6 Draft Fall-back Solution Description (FSD)

- 4.5.4.6.1** The Bidder submitted a draft FSD and used paragraphs A 1.5. of the of Book II, Part IV, SOW as the structure in submitting this draft FSD.
- 4.5.4.6.2** The draft FSD described a solution that will satisfy the requirements as described in A 1.5. of the of Book II, Part IV, SOW.

4.6 Evaluation Step 3: Price Evaluation

- 4.6.1** The Bidder's Volume 3 (Price) will be assessed for compliance against the following

standards, and to determine that the proposed price is fair and reasonable:

- 4.6.1.1 The total amount of the Bid (base contract 2023-2028) shall not exceed the ceiling in paragraph 3.6.3.9.
- 4.6.1.2 The price meets the requirements for preparation and submission of Volume 3 (Price) set forth in the Bid Preparation Instructions (section 3).
- 4.6.1.3 Detailed pricing information has been provided and is current, adequate, accurate, traceable, and complete.
- 4.6.1.4 Volume 3 (Price) meets requirements for price realism as described below in paragraph 0.
- 4.6.2 A Bid which fails to meet the compliance standards defined in this section may be declared non-compliant and may not be evaluated further by the Purchaser.

4.6.3 Basis of Price Comparison

- 4.6.3.1 The Purchaser will convert all prices quoted into EURO for purposes of comparison and computation of price scores. The exchange rate to be utilised by the Purchaser will be the average of the official buying and selling rates of the European Central Bank at close of business on the last working day preceding the Bid Closing Date.
- 4.6.3.2 The evaluated Bid price to be inserted into the formula specified at paragraph 4.2.4.1 will be derived as follows:
 - 4.6.3.2.1 The sum of the Firm Fixed Prices proposed for CLINs 1-3 as detailed below:

CLIN Number	CLIN Name
Base Contract	
1.0	Work Package 1 PROVISIONING OF THE SOLUTION
2.0	Work Package 2 SERVICE DELIVERY YEAR UNTIL END 2028
Options-Evaluated	
3.0	ADDITIONAL CONTRACTOR SUPPORT

4.6.4 Accuracy – Order of Precedence

- 4.6.4.1 Bidders are responsible for the accuracy of their price bid. In case of inconsistencies between different parts of the bidding sheets and notwithstanding the possibility for the Purchaser, at its sole discretion, to resort to the Clarification Request process described at paragraph 4.1.4, for the purpose of determining the bid price subject to evaluation, the price in the 'Offer Summary' worksheet of the bidding sheets will be given precedence.

4.6.5 Price Realism

- 4.6.5.1.1** In the event that the successful Bidder has submitted a Price Volume that is less than two thirds of the average of remaining compliant Bids, the Purchaser must ensure that the successful Bidder has not artificially reduced the offered price to assure contract award. As such, the Purchaser will request the firm to provide clarification of the Bid and will inform the national delegation of the firm. In this regard, the Bidder shall provide an explanation to both the Purchaser and their national delegation on the basis of one of the following reasons:
- 4.6.5.1.2** An error was made in the preparation of Volume 3 (Price). The Bidder must document the nature of the error and show background documentation regarding the preparation of Volume 3 (Price) that convincingly demonstrates that an error was made by the Bidder. In such a case, the Bidder may request to remain in the competition and accept the Contract at the bid price, or to withdraw from the competition;
- 4.6.5.1.3** The Bidder has a competitive advantage due to prior experience or internal business/technological processes that demonstrably reduce the costs of Bidder resulting in an offered price that is realistic. The Bidder's explanation must support the Technical Volume offered and convincingly and objectively describe the competitive advantage and the savings achieved by this advantage over standard market costs, practices and technology; The Bidder understands that the submitted Volume 3 (Price) is unrealistically low in comparison with the level of effort required. In this case, the Bidder is required to estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such reduction in revenue.
- 4.6.5.2** If a Bidder fails to submit a comprehensive and convincing explanation for one of the bases above, the Purchaser shall declare the Bid non-compliant and the Bidder will be so notified.
- 4.6.5.3** If the Purchaser accepts the Bidder's explanation of mistake and allows the Bidder to accept the Contract at the bid price or the explanation regarding competitive advantage is convincing, the Bidder shall agree that the supporting pricing data submitted with its Bid will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications or additions to the Contract and that no revisions of proposed prices will be made.
- 4.6.6** Once the offered prices as described in paragraph 4.6.3.2 have been calculated and checked, the formula set forth in paragraph 4.2.4.1 will be applied to derive the Price Score of each Bid.

4.7 Evaluation Step 4: Calculation of Best Value Scores

- 4.7.1** Upon conclusion and approval of the technical evaluation and price evaluation results, the pre-determined weighting scheme for the technical evaluation will be unsealed and the scores for the engineering, management and supportability factors will be calculated for each compliant Bid. Then all partial scores will be fed into the formula stated in paragraph 4.2.5 in order to obtain the Best Value Score of each Bid.
- 4.7.2** The highest scored Bid will be recommended as the apparent successful Bid.
- 4.7.3** A statistical tie is deemed to exist when the final scores of the highest scoring Bids are within one point (1.0) of each other. For example, final scores of 67.30 and 68.30 are

within one point of each other and would therefore be considered a statistical tie. Final scores of 67.30 and 68.31 are more than one point apart and would not be considered a statistical tie. The Purchaser will then resolve the statistical tie by awarding the contract to the Bid with the highest weighed technical score.

- 4.7.4** Prior to confirmation of award, the Purchaser may invite the Bidder with the apparent successful Bid to one or more rounds of pre-award discussions. These discussions shall aim at clarifying and confirming, within the boundaries of the IFB documents, any remaining topics and results in the preparation of the final contractual documents.
- 4.7.5** Upon the successful completion of these pre-award discussions, to the Purchaser's full satisfaction, confirmation of final Bid compliance will be noted.
- 4.7.6** The Purchaser will deliver the final set of contractual documents to the Bidder for their signature.

END OF SECTION 4

ANNEX A

Prescribed Administrative Forms and Certificates

The Administrative Forms and Certificates are provided separately as a fillable PDF form.

ANNEX B

Clarification Request Form

The Clarification Request Form is provided separately as an Excel Workbook.