**IFB-00-AFSC-** **DOU19030**

**Invitation For Bid**

**NATO Alliance Future Surveillance and Control Project Contracted Engineering Support (CES)**

**IFB-020-AFSC-DOU19030**

**BIDDING INSTRUCTIONS**

**NATO UNCLASSIFIED**

**NATO Alliance Future Surveillance and Control Project Contracted Engineering Services (CES)**

**IFB-0020-AFSC-DOU19030**

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# SECTION I: INTRODUCTION INVITATION FOR BID

* 1. The purpose of this solicitation is an Invitation For Bids (IFB) for NATO Alliance Future Surveillance and Control (AFSC), Contracted Engineering Support (CES) services. Pursuant to NATO Security Investment Programme (NSIP) International Competitive Bidding (ICB) procedures (AC/4-D/2261, January 1996; AC/4-D/2261-ADD2, July 2009), at [A/C/4-D/2261](https://www.nspa.nato.int/en/organization/procurement/procurement.htm) link, bidding is restricted to registered and qualified industry within all participating countries.
  2. The NATO Support and Procurement Agency (NSPA) has been identified as the contract authority for this procurement and shall award and administer the contract.
  3. The overall security classification of this IFB is **“NATO UNCLASSIFIED**”
  4. However, the release of AFSC Capability Requirements and AFSC Capability Architecture to industry will require the Contractor to handle and store classified material up to the level of **“NATO RXXXD”**. Therefore, it is essential that each Bidder possess a **Facility Security Clearance Certificate at the NATO RXXXD** level. Note: All Bidders and Contractors will be required to destroy the related documents after the competition per security directive, AC/35-D/2003-REV5, Appendix 4, Annex 1.
  5. The classification of the deliverables of the contract resulting from this IFB will be **“NATO RXXXD**”. The bidder is required to inform NSPA if the classification of their bid is deemed to be higher.
  6. Contractor personnel working at NATO sites will be required to possess a security clearance of **“NATO SXXXT”.** It shall be the Bidder’s responsibility to have both facility and personnel security clearances confirmed to NSPA by the relevant National Security Authority at the time of bidding and **before contract signature**. Bidders shall inform NSPA with their bid the identities and NATO clearances of the members of its staff who may require access under the Contract to NATO classified information and/or facilities per attached Directives AC/35-D/1034 and AC/35-D/2003-REV5.
  7. The award resulting from this IFB, will be made using NSIP procedure for International Competitive Bidding 4-AC\_4-D 2261 Ed. 1996 and amended in ADD2 dated 24Jul09, Best Value (BV) evaluation methodology (AC/4-D(2008)0002-REV2, July 2015), at [NSIP ICB Best Value guidance](https://www.nspa.nato.int/en/organization/procurement/procurement.htm) link on a Firm Fixed Price Basis.
  8. The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein.
  9. Balancing of Production shall not apply to this IFB.
  10. The Bidder shall refer to NSPA procurement POC, Ms. Jackie Pinkston, for all queries pertaining to this IFB in accordance with the procedures set forth in Section II, Bidding Information, Paragraph 5 entitled, "Requests for Clarifications".
  11. For CES bidders, if there is a conflict annotated in Annex B7 with the HLTC contractor selection, NSPA will coordinate with the relevant National Representative and company to confirm what opportunity they want to be selected for. Note: HLTC solicitation will be conducted at or around the same time as CES, HLTCs awardees or subcontractors cannot be the CES contractor; and the CES contractor cannot be awarded or be a subcontractor on a Risk Reduction and Feasibility Study contract.
  12. The expected date for contract award is March 2020**.**

**SECTION II: BIDDING INFORMATION**

1. **Definitions**
   1. The term "Bidder" as used herein refers to a firm or consortium that submits an offer in response to this solicitation.

1.2. The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this Invitation For Bid (IFB).

* 1. The term "Contractor" refers to a consortium or a contractor with or without sub- contractors of a participating country, which has signed a contract under which it will perform a service, manufacture a product, or carry out works for NATO.
  2. The term “Participating Country” as used herein means one of the contributory NATO nations in the project, namely, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, THE CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, THE NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, THE UNITED KINGDOM and THE UNITED STATES.

## Eligibility

* 1. Only firms from participating countries shall engage in this procurement. In addition, all contractors and sub-contractors, down to the second tier, must be from participating countries. If consortiums are formed, they must be listed in the NSPA source file prior to bid submission.
  2. None of the work, including labour and related services shall be performed other than by firms from and within participating countries.
  3. The use of Best Value evaluation methodology will take into consideration several factors relating to the overall value and quality of the bid, and will allow NSPA to review the Bidder’s management approach and ability to deliver the required scope within schedule and with technical merit.

## Bid Delivery and Bid Closing

* 1. The means of transmitting your proposal is by email or mail. Proposals need to separate into 3 packages (or email attachments) and must conform to currently supported Microsoft-Office versions of (preferably MS-Word, MS-Excel) or PDF; Package A – Bid Administration, Package B – Technical Proposal, and Package C – Price Proposal which must be provided in MS-Excel.
  2. Email: Your offer must be sent to the following address: procurement@nspa.nato.int on or before **1400 hrs (Luxembourg Time) on 11 October 2019** at which time bidding shall be closed, and make reference to the IFB Collective Number **DOU19030**.
  3. Please be aware that the maximum capacity for incoming mail at NSPA is 10 MB. In the event your bid is larger, it must be compressed to fit the 10 MB limit or sent in several parts (for example, if you have to send multiple emails, track number of related emails in the format 1 of 3, 2 of 3 and 3 of 3).
  4. A proposal that is received "incomplete" when the closing date deadline is reached, cannot be accepted. In case the proposal is mailed, it has to be submitted to the following address and should mention:

NATO SUPPORT AND PROCUREMENT AGENCY (NSPA)

Procurement Division, Attn.: PP-A

11 Rue De La Gare

L-8302 Capellen (Luxembourg)

IFB Collective Number: DOU19030

## NSPA Point of Contact

The NSPA point of contact for all information concerning this Invitation For Bid is:

NSPA PP-AFSC

11 Rue De La Gare L-8302

Capellen, Luxembourg

Attn: Ms. Jackie L. Pinkston

Principal Procurement Officer Tel: +352.3063.5620

e-mail: [pp.afsc@nspa.nato.int](mailto:pp.afsc@nspa.nato.int)

## Requests for Clarifications

* 1. Bidders, during the solicitation period, are encouraged to query and seek clarification on any matters of a contractual, administrative and technical nature pertaining to this IFB.
  2. All questions and requests for clarification shall be sent by email to [pp.afsc@nspa.nato.int](mailto:pp.afsc@nspa.nato.int) using Annex D. Such questions shall be forwarded to the point of contact specified in paragraph 4 above and shall arrive via email no later than twenty-eight (28) calendar days prior to the stated "Bid Closing Date”.
  3. Except as provided above, all questions will be answered by NSPA and the questions and answers (but not the identity of the questioner) will be issued in writing to all prospective bidders. Requests for clarification resulting from the clarifications or changes made by NSPA should be submitted no later than fourteen (14) calendar days prior to the stated ‘Bid Closing Date’.
  4. Bidders are advised that information provided in response to paragraph 5.1 and

5.2 above shall not qualify the terms of this IFB and shall neither be considered nor construed as a substitute for amending this IFB. Any modification that NSPA may deem to be necessary will be issued in writing as an official amendment to this IFB.

* 1. Once bids are received, they shall be checked for administrative compliance with the requirements of the IFB. If NSPA considers a bid to be non-compliant and intends to eliminate it from the evaluation, NSPA will act as described in AC/4-D/2261 (1996 Edition), Annex X.

1. **Requests for Extension of Bid Closing Date**

All requests for extension of bid closing date must be submitted by e-mail to [pp.afsc@nspa.nato.int](mailto:pp.afsc@nspa.nato.int) . Such requests shall be forwarded to the point of contact specified in paragraph 4 above no later than fourteen (14) days prior to the stated “Bid Closing Date”. Extensions to the bidding date are at the discretion of NSPA as per the NSIP procedures in Section 10(b).

## Reference Documents

The following documents shall be issued to the Bidders and used as references for bid preparation and during the CES service as required per the Statement of Work. **All reference documents marked NATO Restricted will be mailed to point of contact provided in DoEs separately**:

1. Refined Capability Requirement for an AFSC Capability, **NATO Restricted** MCM-0178-2018, 1 October 2018;
2. Alliance Future Surveillance and Control Capability Architecture **NATO Restricted** TRP-NAM011945-00012-0001, November 2018;
3. Proposed Initial Study Objectives for Phase 2, Unclassified 22 November 2018, DI(AAC)(2018)0186 (AFSC), 7 December 2018;
4. NATO Security Protection of NATO Restricted Information, AC/35-D/1034, 25 May 2005 and related Directive AC/35-D/2003-REV5, 13 May 2015;

## Requests for Waivers and Deviations

Bidders are informed that requests for alteration to, waivers of, or deviations from the schedules, the general provisions, the technical specifications, the statement of work and any other terms and conditions of the prospective Requests for alterations to other requirements, terms or conditions of the IFB or the prospective contract may only be considered as part of the clarification process set forth in paragraph 5 above. Requests for alterations to the specifications, statement of work or terms and conditions of the Contract, which are included in a bid as submitted, shall neither be answered nor considered. Such requests submitted with the bid may be regarded by NSPA as a qualification or condition of the bid and may be grounds for a determination of non-compliance.

## Amendment of the Invitation For Bid

* 1. NSPA may revise, amend or correct the terms, conditions and/or specifications and provisions of the IFB documents at any time prior to the bid closing date. Any and all modifications will be transmitted to all prospective Bidders by an official amendment designated as such and signed by NSPA. Such amendment will be accompanied by an acknowledgement of receipt (Annex C-1) that the Bidder shall complete and enclose as part of the bid. This process may be part of the clarification procedures set forth in paragraph 5 above or may be an independent action on the part of NSPA.
  2. NSPA will consider the potential impact of amendments on the ability of prospective Bidders' to prepare a proper bid within the allotted time. NSPA may extend the bid closing date at its discretion and such extension will be set forth in the amendment document.

## Modification and Withdrawal of Bids

Submitted bids may be modified by Bidders, but only to the extent that the modifications are in writing, conform to the IFB requirements, and are received by NSPA prior to the bid closing. Such modifications shall be considered a part of the submitted bid. If the modification makes the terms of the bid more favourable to NSPA, the modified bid may be used as the basis of the contract award. NSPA, however, reserves the right to award contracts to the apparent successful Bidders on the basis of the bid submitted and disregard the late modification.

## Bid Validity

* 1. Bidders shall be bound by the term of its bids for a period of six (6) months starting from the bid closing date specified at paragraph 3.2 above.
  2. In order to comply with this requirement, the Bidder shall complete the Certificate of Price Reasonableness and Bid Validity set forth in Annex B-3. Bids offering less than the period of time referred to above for acceptance by NSPA may be determined to be non-compliant.
  3. NSPA will endeavour to complete the evaluation and make an award within the period referenced in Section 1, paragraph 1.11. However, should that period of time prove insufficient to render an award, NSPA reserves the right to request an extension of the period of validity of all bids which remain under consideration for award.
  4. Upon notification by NSPA of a request for a time extension, the Bidders shall have the right to:

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 Certificate of Bid Validity extended accordingly; or
2. refuse this extension of time and withdraw the bid.
   1. Bidders shall not have the right to modify their bids due to NSPA request for extension of the bid validity unless expressly stated in such request.

## Cancellation of Invitation For Bid

NSPA 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 NSPA for payment of any sort shall arise and in no event will any Bidder have cause for action against NSPA for the recovery of costs incurred in connection with preparation and submission of a bid in response to this IFB.

## Electronic Transmission of Information and Data

NSPA will endeavour to communicate answers to requests for clarification and amendments to this IFB to the prospective bidders by the fastest means possible, including the use of e-mail where the firms have forwarded the necessary address information.

## Tax Exemption

All prices and rates quoted shall be exclusive of any taxes and duties from which NSPA is exempt pursuant to the provisions of the Ottawa Agreement of 20 September 1951 and t*he Agreement between NAMSA and the Government of Luxembourg, dated 19 June 1968, entitled 'Agreement regarding exemption from taxes, duties and rates granted to NAMSO (NATO Maintenance and Supply Organization) by the Luxembourg Authorities.*

## Consideration of All Information

Your proposal must be prepared after careful consideration of all information provided in this IFB. In order for your proposal to receive an accurate evaluation, it must conform to the terms of this IFB. Non-conforming or incomplete proposals may be refused consideration for award of a contract. All blank spaces in the bidding instructions to include annexes A through D, F through I and E if applicable must be completed and returned by bid closing date.

## Contractor's Responsibility

The Bidder’s attention is drawn to Parts 17 (Impartiality Regime) and 21 (Intellectual Property Rights-Vesting in NATO Member Nations) of the Terms and Conditions of Contract attached to this IFB and the condition (extract) that:

It is in the best interests of NATO AFSC to promote fair, open & effective competition for AFSC requirements and to, therefore, manage and avoid conflict of interest to the maximum extent possible during the AFSC Concept Stage per the Impartiality Regime in Part 17.

The CES Contractor will be subject to a contractually binding, legally enforceable impartiality undertaking (Impartiality Regime) as a condition of CES contract award, to ensure it has no role in bidding, or supports other bidding, for HLTCs and Feasibility Study Contracts.

Companies who fail to agree with the Exclusion requirement (Impartiality Regime) in full, and whose appointment as the CES Contractor would, therefore, create a conflict of interest, shall be regarded as Commercially Non-Compliant within the CES Solicitation and will thereby be excluded from award of the CES contract.

In Part 21, All Intellectual Property Rights of any nature in the Results generated in the performance of work under the CES contract as defined in the Statement Of Work and recorded in any written or tangible form (the ‘Results’), with the exception of background information and COTS, shall vest in and be the property of NATO.

The Contractor shall take all necessary measures to secure that vesting. On request, the Contractor shall demonstrate to NSPA’s satisfaction that, where it has sub-contracted work under the Contract, it has secured that vesting in the work performed by its sub-contractors.

NSPA and NATO Member Nations may use, have used, copy and disclose the Results (limited to the foreground information) by itself or through third parties for AFSC purposes, including national Government Purposes.

In order to provide CES services the Contractor shall be given access to AFSC information to be used for the CES contract only. The Contractor shall request consent from NSPA to re-use the AFSC information and “Results” and intellectual property rights vested in NATO by virtue of Terms and Conditions Clause 21. Such consent shall be properly considered by NSPA with NATO Member Nations taking into account matters such as national security and the rights of third parties.

You will be solely responsible for the performance of the contract resulting from this IFB. The fact that NSPA allows a contractor to subcontract or to call upon a third party for the performance of any part of the contract does not relieve it of its responsibility.

## Former NSPA Staff

Any bidder who proposes to employ former NSPA staff member(s) in the performance of this contract shall specifically identify the individual(s) and the position for which they will be hired. If NSPA determines that the former NSPA staff members will be employed in supporting a requirement for which they were personally and substantially involved while a NSPA employee, the bidder’s proposal may be removed from further consideration for award. Failure to disclose such employment shall result in the immediate removal of the bidder’s proposal from further consideration for award. This restriction shall be in effect for a period of two years after the former NSPA employee concludes their employment with the Agency, unless authorized in writing by the NSPA General Manager or his authorized representative.

## Authorized Signature

Your proposal must be signed by an official authorized to bind your firm to a contract. If your proposal is submitted electronically the authorized signature should be scanned. Proposals submitted in response to this IFB are binding offers and, on acceptance by NSPA, constitutes a binding contract.

## Late Offers

Proposals received after the “Offer Closing Date – 1400 hrs Luxembourg time” indicated in Section II, page 2 of this IFB shall, as far as a contract award is concerned, be rejected without consideration. However, proposals posted prior to the Offer Closing Date (valid postal stamp if mailed) will be considered as long as they are received before an award is made. If only one offer is received and it is received after the closing date, NSPA reserves the right to consider such offer.

**SECTION III: BID PREPARATION INSTRUCTIONS**

1. **Packaging and Marking of Bids**
   1. Bids shall be prepared in accordance with the instructions set forth herein.
   2. Bidders shall prepare a complete bid that comprehensively addresses all requirements stated herein.
   3. Bidders shall prepare and submit their bid in three (3) separate packages having the following parts and in the following quantities:

Package A: Bid Administration

* + - Bid Certificates

Package B: Technical Proposal

* + - Section 1: Technical Proposal
    - Section 2: Project Management

Package C: Price Proposal (Note: Bids containing prices greater than **3,600,000** Euros in total will be determined non-compliant)

* 1. Each package shall contain the documents specified above and shall be duly sealed if mailed and identified with the following markings:

1. Name and address of the Bidder;
2. The words "SEALED BID" followed by one of the following identifications as appropriate:
   1. “Bid Administration”
   2. “Technical Proposal”
   3. “Price Proposal”
3. The project title and bid number attributed to this IFB:

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* 1. In order to facilitate evaluation, the Bidder shall submit in the Microsoft Office Format with pricing provided in an Excel spreadsheet and other documents in the latest Adobe Acrobat version)

The electronic version will be considered the Bidder’s official submission. As previously stated in Section II, paragraph 3.3, the maximum capacity for incoming mail at NSPA is 10 MB. In the event your bid is larger, it must be compressed to fit the 10 MB limit or sent in several parts. (for example, if you

have to send multiple emails, track number of related emails in the format 1 of 3, 2 of 3 and 3 of 3).

The Technical Proposal (Package B) shall not exceed 50 pages and does not include CVs for Annex I, Organization charts for Annex H, or other sample documentation that support the bid submission. The bid provided, will be single-spaced in Times New Roman or Arial 12 font with no less than 1-inch margins.

* 1. Bid documents submitted shall be marked as “NATO UNCLASSIFIED”.
  2. Bidders are advised that NSPA reserves the right to incorporate the Bidder’s Technical Proposal in whole or in part in the resulting contract.

## Bid Content

The bid shall address the requirements pertaining to the Bid Administration, Technical Proposal, and Price Proposal as set forth in paragraphs 2.1 to 2.3.7. (inclusive) below.

If the Bidder cannot meet a specific requirement in the SOW, but feels that they meet or exceeds a higher level requirement with a different solution than that envisaged by NSPA, the Bidder shall clearly document this deviation and submit a Deviation Summary Form (Annex E) together with the bid for consideration by NSPA.

## Preparation of Bid Administration – Package A

The Bid Administration package or envelope shall include Bid Certificates as follows:

## Bid Certificates

Signed originals of the following certifications shall be completed by the Bidder and provided in Package A (See Annex B of these bidding instructions).

1. Certificate of Legal Name of Bidder (see Annex B-1)
2. Certificate of Independent Determination (see Annex B-2)
3. Certificate of Price Reasonableness and Bid Validity (see Annex B-3)
4. Certificate of Exclusion of Taxes, Duties and Charges (see Annex B-4)
5. Certificate of Performance (see Annex B-5)
6. Comprehension and Acceptance of Contract and General Provisions (See Annex B-6)
7. Certificate of Contractor’s Organizational Conflicts of Interest (REPRESENTATION) (See Annex B-7)

## Preparation of the Technical Proposal – Package B

Bidders shall prepare and submit a Technical Proposal in the following format:

* + - Section 1: Technical Proposal
    - Section 2: Project Management

The Bidder shall include a copy of the Technical Evaluation Matrix provided at Annex F together with the SoW Cross-Reference Sheet at Annex G. The completed matrices serve as a reference for NSPA’s Technical Evaluation Panel and also as an aide memoire to the Bidder to ensure that all required information has been provided in the Technical Proposal. The Bidder shall also include Annex H & I to demonstrate its organizational resource plan and personnel CVs which support their CES role.

* + 1. Section 1: Technical Proposal

The Bidder shall prepare and submit a Technical Proposal addressing all of the requirements of the SoW in the following format:

* + - 1. General and Specific Technical Requirements
      2. Company Capability and Experience
      3. Organization and Personnel

1. General and Specific Technical Requirements

The Bid shall address all general and specific technical requirements as stated explicitly in the SoW, Section 2 and describe the Bidder’s approach in executing its Engineering role and its ability to have the staffing in place to support required tasks within timelines and activities to be performed in parallel.

The bid shall demonstrate the Bidder’s understanding of the CES general and specific technical requirements and provide evidence of a mature and well-established capability in developing requirements for military and/or NATO system concepts and architectures and analyzing military and/or NATO system concepts and architectures.

The Bid shall provide sufficient detail and clarity, such that NSPA will be capable of assessing the expertise of the Bidder and its skills to perform technical/quantitative risk assessments, cost analysis, assess/analyze C2ISR systems and platforms, sensors and data processing, networking and security, communications, Integrated Logistics Support and analyzing system architecture(s) with modeling and simulation analysis.

1. Company Capability and Experience

The Bid shall demonstrate the Bidder’s capability in three major CES Task areas:

1. In accordance with SoW Section 3, to support execution and assessment of High Level Technical Concept studies;
2. In accordance with SoW Section 4, to support preparation of the statement of work for Risk Reduction and Feasibility Studies;
3. In accordance with SoW Section 5, to support execution and assessment of risk reduction and feasibility studies.

Additional engineering support may also be necessary to provide knowledge gap analysis, further study assessment and expertise on specific technical subjects in accordance with SoW Section 6.

As part of this evidence, the Bidder shall describe all relevant and recent experience and provide sample documentation, when applicable of:

1. technical evaluation/SWOT analysis reports and presentations of system concepts and architectures;
2. a SoW to generate system concept(s) and architecture(s);
3. quantitative risk analysis/simulation(s);
4. cost analysis of conceptual system(s);
5. Integrated Logistic Support requirements.
6. Organization and Personnel

The bid shall describe the organization of management and engineering teams and the roles and responsibilities of each team member (using the Organization Resource Plan Form Template only, Annex H and saved as a MS Word document with the naming convention: <companyname>). The bid shall include Personnel curriculum vitae (CVs) template of key team members (using the CV Template only, Annex I and saved as a MS Word document with the naming convention: <lastname\_firstname>). The bid shall further describe the availability and sustainability of this team through the Period of Performance.

* + 1. Section 2: Project Management

The Bidder shall develop and provide two initial Project Implementation Plans (PIP) for SoW Section 3 and 4 in its bid per Section 7 and shall describe how it would support these two CES Tasks, including details of the controls that would be applied.

Each PIP shall be sufficiently detailed to ensure that NSPA is able to assess the Bidder’s plans and capability to assess the CES Task in compliance with the requirements specified herein. The PIP shall demonstrate a high level of understanding of the CES Task’s activities and that the Bidder has the capabilities and resources required to support the AFSC PO in a realistic manner. Each PIP addresses all requirements of the Statement of Work (SoW) and provides the details allowing the NSPA to assess the Bidder's ability to support the CES Task.

The PIP shall include the following sections:

* + - 1. Project Management and Control - this section shall describe how the Bidder intends to manage the CES Task from the contract award through final delivery and include project organization, key engineering roles and their responsibilities, and the key project management processes.
      2. Technical Approach - this section shall address all technical implementation aspects of the CES Task from an engineering point of view, the Bidder’s approach to support the CES Task, supporting Project Management Reviews (PMRs), Technical Interchange Meetings (TIM), providing management and technical products as required by each major CES Task Order and other related engineering support ordered using a Call-Off Purchase Order (COPOs).
      3. Risk and Issue Management section in SoW 7.3.4 shall include the risk management processes, responsibilities for the project, and initial issue log and risk register. The risk register shall include, as a minimum, a description of the risk, risk category, impact, probability, overall risk rating, dates of first entry and updates, risk owner and mitigation actions.

* + - 1. Quality Assurance (QA) - this section shall include the organizational structure and procedures intended to be used by the Bidder to perform activities related to QA. The Bidder shall provide evidence that its Quality Management System complies with ISO 9001 Quality Management Systems requirements 5th edition.
      2. The PIPs shall provide a schedule, allocated resources and a summary that defines the actions and major milestones during the CES Task.
      3. The PIP shall demonstrate that the Bidder has sound expertise in project management and the company's processes are meeting the recognized project management best practices.
      4. The PIP shall define details of liaison between NSPA, the Bidder and any sub-contractors (if present).

The requirements of the Contract prevail over the statements of the PIP in case of any conflict, ambiguity or omission.

## Preparation of Price Proposal - Package C

* + 1. The Price Proposal in the form of the priced Bidding Sheets shall be prepared in accordance with Annex A in a Microsoft Excel spreadsheet. The Bidder’s attention is directed to the fact that the "Price Proposal" package or envelope **shall contain no document and/or information other than the copies of the bidding sheet.** Any documents of a contractual, administrative and/or technical nature enclosed with the Price Proposal other than the Bidding Sheet will not be considered during evaluation. The pricing in the bidding instructions, Annex A will be utilized for COPOS as the unit prices and quantities are estimated for the support to execute and assess 6 HLTCs, the development of the SoW and related support to execute and assess 3 risk reduction and feasibility studies. The quantities annotated in the bidding instructions Annex A in CES Task 1 include related tasks that can be ordered for 6 HLTCs, in CES Task 2 include related tasks for one Statement of Work; and CES Task 3 include related tasks for 3 RRFSs. **Note:** At this time the IFB exact quantity of HLTC studies and quantity of Risk Reduction and Feasibility Studies to be executed is to be determined. Therefore, the provided Firm Fixed Price (FFP) part of the Bid for Task 1 (6 HLTCs) and Task 3 (3 RRFSs) will be adjusted accordingly in the final COPO for Task 1 and 3 during Contract execution.
    2. The Price Proposal shall comply with the requirements of the IFB. In responding to these requirements. Bidders,
       1. shall present their Price Proposal to cover all the works, supplies and services as required and stipulated in this IFB;
       2. shall furnish firm fixed price quotations for all proposed tasks provided for in this IFB with any and all appropriate additions (partial quotations shall be rejected);
       3. may quote prices in the currency of any NATO member state. However, all the prices must be quoted in the same currency and this currency will be reflected in the resulting contract and used for payments made thereunder. Comparison of the price quotations will be made in euro; the exchange rates to be used for the purposes of such price comparison will be the medians between buying and selling rates of the Brussels "Marché Réglementé" on the first banking day of the week of the bid closing date, as reported by the Banque et Caisse d'Epargne de l'Etat, Luxembourg.
    3. Bidders, in accordance with paragraph 2.3.4 below, shall exclude from their prices all taxes, duties and customs charges from which NSPA has been exempted.
    4. Bidders are informed that Clause 14, "Taxes and Duties" of the NSPA General Provisions in the prospective contract of this IFB, is amplified by the provision of the NSPA Charter which states:

*“Each participating nation undertakes to grant to NSPA under the terms of Articles 9 and 10 of the Ottawa Agreement, exemption from all direct taxes (except rates, taxes and dues which are no more than charges for public utility services) from the taxes on the sale of movable and immovable properties, and from customs and excise duties in respect of equipment imported or exported by NSPA or its appointed agents.”*

* + 1. The prices entered on the Bidding Sheet shall reflect the unit price and totals by line item to allow for individual Call-Off Purchase Orders (COPOs) that are required to meet the contractual requirements.
    2. The total price shall be indicated in the appropriate columns and in the currency quoted.
    3. In preparing the Price Proposal, Bidders are reminded that bids containing prices greater than 3,600,000 Euros in total will be determined non-compliant with the requirements of this IFB and will not be further evaluated. *Optional tasks may be required using additional engineering support services in section 4, 4.1- 4.3, which should not exceed 200,000 Euros. Additionally, travel and subsistence related costs in the Price Proposal should not exceed 250,000* *Euros*. Note: See Section IV for information on bid evaluation.

**SECTION IV: BID EVALUATION**

1. **General**
   1. The evaluation of bids will be made by NSPA solely on the basis of the requirements specified in this Invitation For Bid and based on best-value approach. One (1) award is expected to be made from the qualified bids.
   2. The evaluation of bids and the determination as to the compliance or technical adequacy of the services offered will be based only on that information furnished by the Bidder and contained in the bid. NSPA shall not be responsible for locating or securing any information that is not identified in the bid.
   3. The Bidder shall provide all information requested by NSPA as detailed in Section III of this IFB. Significant omissions and/or cursory submissions may result in a determination of non-compliance. The information provided by the Bidder in the proposal shall be to a level of detail necessary for NSPA to determine exactly what the Bidder proposes to furnish and whether the bid meets the technical, administrative and contractual requirements of this IFB. The Bidder is at liberty to provide additional information above and beyond that which is necessary to satisfy the bidding requirements as stated in the Bid Preparations Instructions. However, such additions shall be included in a separate document, which is clearly labelled “Additional Information”. Such information shall not constitute part of the evaluated bid.
   4. During the evaluation, NSPA may request clarification from bidders to demonstrate their technical compliance to the IFB and SoW in writing, face-to-face or Skype meetings with key personnel per NSIP procedure for International Competitive Bidding 4-AC\_4-D 2261 Ed. 1996 and ADD2 dated 24 Jul 09 Section 12 (ii).  The Bidder shall bear all travel costs and subsistence in association with any travel required to demonstrate the technical compliance as it pertains to the IFB Bidding Instructions Section IV para 3.2 and 3.3 to provide sufficient detailed information in connection with such requests to support the Best Value evaluation. The purpose of such clarifications will be to resolve ambiguities in the bid and to permit the Bidder to state their intentions regarding certain statements contained therein. It is essential that responses to these requests be complete, accurate and timely, as they may have an impact on the final determination of whether the Bid is compliant with the terms of the IFB.
   5. Bidders that are determined to have non-compliant bids will be notified in accordance with the procedures set forth in AC/4-D/2261(1996 Edition), Annex X.
   6. The Bidder is not permitted to restate the IFB requirements in confirmatory terms only. The bid must clearly describe how it intends to meet the requirements stated in the prospective contract. Statements in only confirmatory terms will be sufficient grounds for considering the bid non-compliant.

## Administrative Criteria

* 1. The Bid was received by the bid closing date and time.
  2. The Bid was packed and marked as described in the Bidding Preparation Instructions.
  3. The Bid Administration package contains all required certificates.

## Technical Criteria

* 1. Company Capability and Experience
     1. The Bidder demonstrates understanding of the CES general and specific technical requirements and provides evidence of a mature and well-established capability in developing and analyzing requirements for military and/or NATO system concepts and architectures.
     2. The Bidder demonstrates successful past performance in supporting similar civilian, military or NATO projects.
     3. The Bidder provides evidence of relevant and recent experience using sample documentation from deliverables, such as technical evaluation/SWOT analysis reports and presentations of system concepts and architectures, a SOW to generate system concept(s) and architecture(s), quantitative risk analysis/simulation(s), cost analysis of conceptual system(s) and Integrated Logistic Support requirements.
  2. Contractor’s Organization
     1. The Bidder is able to demonstrate that it has the organizational ability, capacity and team resilience to support the activities of CES Tasks taking into consideration parallel activities and timelines.
  3. Personnel Qualifications
     1. The CVs of personnel provided by the Bidder demonstrate that the proposed team has the necessary academic education and training.
     2. The CVs of personnel provided by the Bidder demonstrate that the proposed team has the necessary skills, background and experience
  4. Project, Risk and Quality Management
     1. The bid demonstrates that the Bidder has sound expertise in Project Management and the company's processes are meeting the recognized Project Management best practices.
     2. The initial Project Implementation Plans demonstrate a high level of understanding of the CES activities and that the Bidder has planned the activities and resources required to support the CES Tasks in a realistic manner. The PIPs address all requirements of the CES Tasks and provides the details allowing NSPA to assess the Bidder's ability to provide CES services.

## Price Criteria

* 1. Accuracy & Completeness of the Pricing Information
     1. The Bidder has furnished firm fixed prices in Annex A for all items listed.
     2. The Bidder has provided accurate prices for each line item and the grand total is accurate.
     3. The Bidder has quoted in their own national currency or in the Host Nation’s currency (e.g.. Euros).
     4. All pricing data is reflected in the excel Bidding Sheet per Annex A and accurately entered and totaled into the appropriate columns. Note: Excel Spreadsheet cannot be a screenshot or pdf version. The Annex A spreadsheet must be unlocked without a password to allow the evaluators access to the pricing and cell formulas for verification.
     5. The Bidder has indicated that all prices exclude all taxes, duties and customs charges from which NSPA has been exempted.
     6. The prices are accurate and realistic based on historical data and/or market and competitive trends in the specific industrial sector(s) as per Annex B-3.
  2. Price Score
     1. Price Score (PS) shall be determined according to the following formula:

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

The Bid Price used in the price formula (above) for evaluation will exclude the both optional additional engineering support services and cost of travel and subsistence. The total bid price (including additional Engineering support services and travel & subsistence) shall not exceed EUR 3,600,000. The Price Score will contribute to 40% of the total score used in best value evaluation.

# ANNEX A

**BIDDING SHEET**

See bidding sheet provided separately in Microsoft Excel format.



**ANNEX B REQUIRED CERTIFICATIONS**

**ANNEX B-1**

**CERTIFICATE OF LEGAL NAME OF BIDDER**

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

|  |  |
| --- | --- |
| FULL NAME OF CORPORATION: |  |
| DIVISION (IF APPLICABLE): |  |
| SUB DIVISION (IF APPLICABLE): |  |

OFFICIAL MAILING ADDRESS: E-MAIL ADDRESS:

FAX NO:

POINT OF CONTACT

REGARDING THIS BID: NAME:

POSITION: TELEPHONE:

ALTERNATIVE POINT OF CONTACT:

NAME: POSITION: TELEPHONE:

DATE

SIGNATURE OF AUTHORISED

REPRESENTATIVE

PRINTED NAME

TITLE

COMPANY

**ANNEX B-2**

**CERTIFICATE OF INDEPENDENT DETERMINATION**

* + - 1. Each Bidder shall certify that:
         1. 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;
         2. 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
         3. 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. The individual signing this Bid shall also certify that:

a. They are the person in the Bidder's organization that is responsible for the bid and that they have not participated and will not participate in any action contrary to 1(a) through 1(c) above

or

b. (i) They are not the person in the Bidder's organization that is responsible for the bid but that they have been authorized 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) They have not participated and will not participate in any action contrary to 1(a) through 1(c) above.

|  |  |
| --- | --- |
| ….................................................  Date | ….............................................................  Signature of Authorized Representative |
|  | ….............................................................  Title |
|  | ….............................................................  Company |

IFB-020-AFSC-DOU19030

**ANNEX B-3**

**CERTIFICATE OF PRICE REASONABLENESS AND BID VALIDITY**

I, the undersigned, as an authorized representative of the firm submitting this bid, do hereby certify that the pricing is fair and reasonable and that all other aspects of the bid will remain valid for a period of six (6) months from the Bid Closing Date of this IFB.

|  |  |
| --- | --- |
| ….................................................  Date | ….............................................................  Signature of Authorized Representative |
|  | ….............................................................  Title |
|  | ….............................................................  Company |

IFB-020-AFSC-DOU19030

**ANNEX B-4**

**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 NSPA has been exempted by the provisions of the Ottawa Agreement of 20 September 1951 and t*he Agreement between NAMSA and the Government of Luxembourg, dated 19 June 1968.*

…..................................... ….............................................................

Date Signature of Authorized Representative

….............................................................

Title

….............................................................

Company

IFB-020-AFSC-DOU19030

**ANNEX B-5 CERTIFICATE OF PERFORMANCE**

I, the undersigned, as an authorized representative of , certify and agree that:

1. All supplemental agreements, documents and permissions required to be executed by the NSPA as a condition of contract performance, have been disclosed, as part of the Bid;
2. Additional supplemental agreements, documents and permissions presented as a condition of contract performance or contract signature after selection of the submitted offer as the successful bid may be cause for the NSPA to determine the submitted bid to be non-compliant.
3. The required effort will be performed in accordance with the terms of the contract without the necessity of any additional supplemental agreements, documents and permissions related to this contract. This also includes the work performed by subcontractors or consortia members (listed in Annex C-2).
4. The terms of the contract shall take precedence over the terms of any supplemental agreement, documents or permissions.

…..................................... ………….............................................................

Date Signature of Authorized Representative

….............................................................

Printed Name

….............................................................

Title

**ANNEX B-6 COMPREHENSION AND ACCEPTANCE OF CONTRACT AND GENERAL PROVISIONS**

I, the undersigned, as an authorized representative of , certify and agree that I have reviewed the Contract Terms and Conditions and the NSPA General Provisions set forth in the Prospective Contract of this Invitation For Bid.

The Bidder hereby provides its confirmation that it 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 will accept and abide by the stated General Provisions if awarded a contract as a result of this Invitation For Bid.

…..................................... ….............................................................

Date Signature of Authorized Representative

….............................................................

Title

….............................................................

Company

## ANNEX B-7

**CERTIFICATE OF CONTRACTOR ORGANIZATIONAL CONFLICTS OF**

**INTEREST (REPRESENTATION)**

The Bidder certifies to the best of its knowledge and belief that:

The award of a contract does [ ] does not [ ] involve situations or relationships that could be ultimately perceived by NSPA as organizational conflicts of interest. While it is difficult to identify and to prescribe in advance a specific method for avoiding all of the various situations or relationships that might involve potential organizational conflicts of interest, NSPA personnel will pay particular attention to proposed contractual requirements that call for the rendering of advice, consultation or evaluation activities, or similar activities that directly lay the groundwork for the NSPA's decisions on future procurements and studies, and developmental programs.

Note the following:

1. Situations or relationships. The following situations or relationships may give rise to organizational conflicts of interest:
   1. The offeror or contractor shall disclose information that may give rise to organizational conflicts of interest. The information may include the scope of work or specification for the requirement being performed, the period of performance, and the name and telephone number for a point of contact at the organization knowledgeable about the commercial contract.

(2) If the representation, as completed, indicates that conflicting roles which may bias situations or relationships and/or give an unfair competitive advantage are involved, or the contracting officer otherwise determines that potential organizational conflicts of interest exist, the offeror shall provide a statement in writing that describes in a concise manner all relevant factors bearing on his representation to the contracting officer. If the contracting officer determines that organizational conflicts exist, the following actions may be taken:

* + 1. Impose appropriate conditions which avoid such conflicts;
    2. Disqualify the offeror; or
    3. Determine that it is otherwise in the best interest of NSPA to seek award of the contract under waiver provisions; or
    4. Request to withdraw from CES competition in the event of HLTC contract award.

(3) The refusal to provide representation upon request of the contracting officer with the facts must result in disqualification of the offeror for award.

..................................... .....….............................................................

Date Signature of Authorized Representative

….............................................................

Title

….............................................................

Company

**ANNEX C**

**ACKNOWLEDGEMENT OF AMENDMENTS AND**

**PROSPECTIVE SUBCONTRACTORS/CONSORTIA MEMBERS**

**ANNEX C-1**

**ACKNOWLEDGEMENT OF RECEIPT OF IFB AMENDMENTS**

I confirm that the following amendments to IFB–0020-AFSC-DOU19030 have been received and the Bid as submitted reflects the content of such amendments:

|  |  |  |
| --- | --- | --- |
| **Amendment Number** | **Date of Issue** | **Date of Receipt** |
|  |  |  |

Signature: Date:

Printed Name:

Title:

Company:

## ANNEX C-2

**LIST OF PROSPECTIVE SUB-CONTRACTORS/CONSORTIA MEMBER**

|  |  |  |  |
| --- | --- | --- | --- |
| Name and Address of Sub- Contractor | Primary Location of Work | Items/Services to be Provided | Estimated Amount of Sub- Contract |
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Signature: Date:

Printed Name:

Title:

Company:

**ANNEX D CLARIFICATION REQUEST FORM**

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| --- | --- | --- | --- | --- |
| Serial | Reference (Section and Paragraph) | Question | Answer (For NSPA  use) | Status (For NSPA  use) |
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Signature: Date:

Printed Name:

Title:

Company:

**ANNEX E**

**DEVIATION SUMMARY FORM**

|  |  |  |
| --- | --- | --- |
| **IFB No.** | **Subject** | |
| DOU19030 | NATO Alliance Future Surveillance and Control Project (AFSC) – Contracted Engineering Support (CES) | |
| **Reference Document (Name and Section)** | **NSPA Request** | **Bidder’s Proposal** |
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Signature: Date:

Printed Name:

Title:

Company:

**ANNEX F & G**

**TECHNICAL EVALUATION MATRIX /** **SoW CROSS-REFERENCE SHEET**

See Technical Reference Matrix/Cross-Reference sheet provided separately in Microsoft Excel format.

**ANNEX H**

**Organization Resource Plan**

See form provided separately in fillable Word Template

**ANNEX I**

**Personnel CV**

See template provided separately as fillable Word Template