

To: All Prospective Bidders

Subject: Invitation For Bids (IFB) – IFBCO115887ISMERLO – ISMERLO Amendment 1

References:

- A. IFBCO115887ISMERLO, NCIA/ACQ/2024/06616, dated Tuesday, 19 March 2024
- B. Paragraph 2.4 of Book I IFBCO115887ISMERLO Requests for Extension of Bid Closing Date
- C. NCIA/ACQ/2023/07223, dated Thursday, 24 August 2023

1. Dear Prospective Bidder's, we are writing to inform you of the release of Amendment 1 of the subject IFB.
2. The purpose of this Amendment 1 is to extend the bid closing date.
 - 2.1. In accordance with Reference B, the bid closing date has been extended. The revised bid closing date and time is: **Wednesday, 24 April 2024 at 12:00 hours Central European Time (CET).**
3. By virtue of this Amendment 1, the enclosed document replace and supersede all previous versions issued in the context of this IFBCO115887ISMERLO. The changes within the bidding document are denoted in red for ease of traceability.
4. Prospective Bidders are advised that the NCI Agency reserves the right to cancel, withdraw, or suspend this IFB at any time in its entirety without incurring any repercussions, or liabilities.
5. The NCI Agency bears no liability for solicitation preparation costs incurred by firms or any other collateral bid preparation costs.
6. Except as provided herein, all other terms and conditions of IFBCO115887ISMERLO documents remain unchanged.
7. Your Point of Contact for all information concerning this IFB is Tiago Brito, NCI Agency Contracting Officer who may be reached at:

IFBCO115887ISMERLO@ncia.nato.int
8. In accordance with the NATO Management of Non-Classified NATO Information policy (C-M(2002)60), this IFBCO115887ISMERLO shall not be published on the internet.
9. Thank you for your interest in this important NCI Agency business opportunity.



FOR THE CHIEF OF ACQUISITION:

Tiago Brito
Contracting Officer
NATO Communications and
Information Agency (NCI
Agency)

Enclosures: 2

ENCLOSURE 1 to IFBCO115887ISMERLO - Distribution List

ENCLOSURE 2 to IFBCO115887ISMERLO - Book I Bidding Instructions

ENCLOSURE 1
Distribution List - IFBCO115887ISMERLO

All Nominated Prospective Bidders

NATO Delegation (Attn: Infrastructure Adviser):

- Albania
- Belgium
- Bulgaria
- Canada
- Croatia
- Czechia
- Denmark
- Estonia
- Finland
- France
- Germany
- Greece
- Hungary
- Iceland
- Italy
- Latvia
- Lithuania
- Luxembourg
- Montenegro
- The Netherlands
- North Macedonia
- Norway
- Poland
- Portugal
- Romania
- Slovakia
- Slovenia
- Spain
- Sweden
- Türkiye
- United Kingdom
- United States

NATO HQ

- NATO Office of Resources

Strategic Commands

- ACO Registry

Principle Contracting Officer – Mr Jean-Luc Guellec

Project Manager – Ms. Adina Vinatoriu

CAB Mailbox

All NATEXs

IFB-CO-115887

INVITATION FOR BID



**INTERNATIONAL SUBMARINE ESCAPE AND RESCUE LIAISON
OFFICE APPLICATION (ISMERLO APPLICATION) HOSTING,
MAINTENANCE AND SUPPORT SERVICES**

Book I

BIDDING INSTRUCTIONS – LOWEST PRICE TECHNICALLY COMPLIANT

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SECTION 1 INTRODUCTION

1.1 Purpose

1.1.1 The purpose of this Invitation For Bid (IFB) is to establish a Contract for hosting, maintenance and support services for the International Submarine Escape and Rescue Liaison Office Application (ISMERLO Application).

1.2 Scope of Work

1.2.1 The scope of this project comprises hosting, in-service support, and corrective, adaptive, preventive and perfective maintenance to ISMERLO Application.

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)).

1.2.2.2 The contract resulting from this IFB shall be awarded on a Fixed-Price with Economic Price Adjustment (FP-EPA) basis to the lowest priced, technically compliant Bidder(s).

1.2.2.3 Although the prospective contract focuses on work to be carried out under the banner of operations support and maintenance, it is recognised that work carried out under the scope of the statement of work may be managed as a project internally, and hence, for approved bug fixes and planned change requests, the resulting contract will use elements of the agile methodology, with multiple increments, each consisting of several sprints, and the opportunity for frequent acceptances of functional capabilities.

1.2.2.4 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 conducted under Basic Ordering Agreement Plus (BOA+) procedures, outlined within the Procedure Governing the Use of Basic Ordering Agreements concluded by the NATO Communications and Information Agency – 2019 version ([AC/4-D\(2019\)0004 \(INV\)](#)).

1.3.2 Pursuant to these procedures, bidding is restricted to companies from a Participating Country (as defined under section 2.1) holding an active Basic Ordering Agreement (BOA) with the NCI Agency, along with those companies from a Participating Country that are nominated by their delegation and for which a Declaration of Eligibility has been issued through their respective national authorities.

1.4 Lowest Priced Technical Compliant Evaluation Method

1.4.1 The evaluation method to be used in the selection of the successful Bidder under this

IFB will follow the Lowest Price Technically Compliant (LPTC) procedures set forth in [AC/4-D/2261](#) (1996 Edition), or approved deviations to the method.

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 for all inquiries about this document in accordance with the procedures set forth in paragraph 2.6 "IFB Questions and Answers".

1.5 Security

1.5.1 This IFB only contains NATO UNCLASSIFIED material.

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 Statement of Work (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 the prospective contract (Book II – Part II) and the NCI Agency Contract General Provisions (Book II – Part III), the following terms and acronyms, as used in this IFB shall have the meanings specified below:

2.1.1.1 **“Bidder”**: a firm, consortium, or joint venture, which submits an offer in response to this IFB. Bidders are at liberty to constitute themselves into any form of contractual arrangements or legal entity they desire, bearing in mind that in consortium-type arrangements, a single judicial personality shall be established to represent that legal entity. A legal entity, such as an individual, partnership or corporation, herein referred to as the **“Principal Contractor”**, shall represent all members of the consortium with the NCI Agency and/or NATO. The Principal Contractor shall be vested with full power and authority to act on behalf of all members of the consortium within the prescribed powers stated in an irrevocable power of attorney issued to the “Principal Contractor” by all members associated with the consortium. Evidence of authority to act on behalf of the consortium by the Principal Contractor shall be enclosed and sent with the bid. Failure to furnish proof of authority may be a reason for the bid being declared non-compliant.

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

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

2.1.1.4 **“Clarification Request”**: a documented process during the evaluation phase, whereby the Purchaser may seek to clarify an ambiguity, an omission deemed unintentional, or a mistake that cannot be resolved through the scrutiny of the bid. The Purchaser may submit Clarification Requests to the Bidder at any time during the evaluation, as set out in paragraph 4.1.5.

2.1.1.5 **“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.

2.1.1.6 **“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.

2.1.1.7 **“Participating Country”**: any of the 31 NATO nations contributing to the project, namely, (in alphabetical order): [Albania, Belgium, Bulgaria, Canada, Croatia, Czechia, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxembourg, Montenegro, The Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Republic of Türkiye, The United Kingdom, and The United States].

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

2.1.1.9 “Questions and Answers”: a documented process to provide given information in a more detailed way to allow better understanding and resolve any ambiguity. Bidders may submit questions and answers to the Purchaser during the bidding process in accordance with the instructions set out in paragraph 2.6.

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 date and time for the electronic submission of bids in response to this IFB is **24 April 2024, 12:00 hours Central European Time (CET)** and is herein referred to as the “Bid Closing Date”.

2.3.2 Bids shall be submitted to the following email address:
IFBCO115887ISMERLOBIDS@ncia.nato.int

2.3.3 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.

2.3.4 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.

2.3.5 Consideration of Late Bid

2.3.5.1 The Purchaser considers that it is the responsibility of the Bidder to ensure that the bid submission arrives by the specified Bid Closing Date. A late bid may be considered under the following circumstances:

2.3.5.1.1 A contract has not already been awarded to this IFB, and the Purchaser determines that accepting the late bid would not unduly delay the procurement, or

2.3.5.1.2 The bid was sent to the correct email address specified in paragraph 2.3.2 above;

and

2.3.5.1.3 the delay was due solely to the fault of the Purchaser, or

2.3.5.1.4 it was the only bid received.

2.3.6 Receipt of an Unreadable Electronic Bid

2.3.6.1 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 2.5.1 below shall immediately notify the Bidder that the bid will be rejected unless the Bidder provides clear and convincing evidence:

2.3.6.1.1. of the content of the bid as originally submitted; and

2.3.6.1.2. that the unreadable condition of the bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.

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

2.3.6.3 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.

2.4 Requests for Extension of Bid Closing Date

2.4.1 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 2.5.1 below under the following condition:

2.4.1.1 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

2.4.1.2 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.

2.5 Purchaser's Point of Contact

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

Tiago Brito, Contracting Officer

Email: IFBCO115887ISMERLO@ncia.nato.int

2.5.2 All correspondence related to this IFB, shall be sent to the email address specified above.

2.6 IFB Questions and Answers

- 2.6.1** Bidders, at the earliest stage possible during the course of the solicitation period, are encouraged to ask questions of an administrative, contractual, price, or technical nature pertaining to this IFB.
- 2.6.2** All questions shall be submitted via email (no phone calls) to the Point of Contact identified in paragraph 2.5.1 above, using the Questions and Answers Form provided at ANNEX B of this Book I.
- 2.6.3** Such questions shall be submitted **no later than twenty-one (21) calendar days** prior to the stated Bid Closing Date. The Purchaser is under no obligation to answer questions submitted after this time. Questions 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 questions, except as noted in paragraph 2.6.4 below.
- 2.6.4** Additional questions are limited only to the information provided as answers by the Purchaser. Such additional requests shall arrive no later than fourteen (14) calendar days before the established Bid Closing Date.
- 2.6.5** It is the responsibility of the Bidders to ensure that all questions submitted bear no name, mark, logo or any other form or sign that may lead to reveal the Bidders' identity in the language constituting the question itself. This prescription is not applicable to the mode used for the transmission of the questions (i.e. email or form by which the question is forwarded).
- 2.6.6** 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 2.6.5 above.
- 2.6.7** 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.
- 2.6.8** Where the extent of the changes implied by the response to a question 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 2.8.
- 2.6.9** The Purchaser may provide for a re-wording of questions where it considers the original language ambiguous, unclear, subject to different interpretation or revelatory of the Bidder's identity.
- 2.6.10** The Purchaser reserves the right to reject questions clearly devised or submitted for the purpose of artificially obtaining an extension of the solicitation time (i.e. questions re-submitted using different wording where such wording does not change the essence of the question being requested).
- 2.6.11** 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.

2.7 Requests for Waivers and Deviations

2.7.1 Bidders are informed that requests for alteration to, waivers, or deviations from the terms and conditions of this IFB will not be considered after the questions and answers process. Requests for alterations to the other requirements, terms or conditions of the IFB may only be considered as part of the IFB questions and answers process set forth in paragraph 2.6.

2.7.2 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.

2.8 Amendment of the IFB

2.8.1 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 questions and answers process set forth in paragraph 2.6 or may be an independent action on the part of the Purchaser.

2.8.2 The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders to prepare a 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.

2.8.3 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.

2.9 Cancellation of IFB

2.9.1 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.

2.10 Modification and Withdrawal of Bids

2.10.1 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.

2.10.2 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 2.3.5 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.

2.10.3 A Bidder may withdraw its bid at any time prior to Bid Closing Date 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 2.5.1.

2.10.4 Except as provided in paragraph 2.11.4.2 below, a Bidder may withdraw its bid after Bid Closing Date only by forfeiture of the Bid Guarantee, if any.

2.11 Bid Validity

2.11.1 Bidders shall be bound by the term of their bids for a period of six (6) months starting from the Bid Closing Date specified in paragraph 2.3.1.

2.11.2 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.

2.11.3 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.

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

2.11.4.1 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 Certificate of Bid Validity will be extended accordingly; or

2.11.4.2 refuse this extension of time and withdraw their bid.

2.11.4.3 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.

2.12 Electronic Transmission of Information and Data

2.12.1 The Purchaser will communicate answers to questions and amendments to this IFB to the prospective Bidders as soon as practicable.

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

2.12.3 Bidders are cautioned that electronic transmission of documentation which contains classified information (NATO RESTRICTED, NATO CONFIDENTIAL, NATO SECRET)

is not allowed.

2.13 Supplemental Agreements and Export Controlled Information

2.13.1 Bidders are required, in accordance with the certificate at ANNEX A.9 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.

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

2.14 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.

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

2.15.1 Bidders are instructed to review Article 16 of the Contract Special Provisions and 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.

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

2.15.3 Bidders are required to disclose, in accordance with ANNEX A.12 and ANNEX A.13 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.

2.15.4 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.

2.15.5 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 concerning use or dissemination of such IP.

2.16 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 Purchaser’s customer holding a Service Level Agreement with the NCI Agency related to this requirement, upon request from that Purchaser’s 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 Bidders shall note that any prospective contract will be against Fixed-Price with Economic Price Adjustment (FP-EPA). All quantities included in the bidding sheets are for evaluation purposes only.
- 3.1.4 Bidders are hereby informed that alternate items **will not** be considered for evaluation. Only items matching the specific requirements detailed in the Schedule/SOW will be accepted.
- 3.1.5 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.
- 3.1.6 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.
- 3.1.7 Partial bids and bids containing conditional statements will be declared non-compliant, unless expressly allowed under this IFB.
- 3.1.8 Bidders are advised that the Purchaser reserves the right to incorporate the successful bid in whole or in part by reference in the resulting contract.
- 3.1.9 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.

- 3.3.1.1** Volume 1: Administration (paragraph 3.4)
- 3.3.1.2** Volume 2: Price (paragraph 3.5)
- 3.3.1.3** Volume 3: Technical (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 2.3.2.
- 3.3.6** The email shall have the following subject line: IFB-CO-115887 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 3.3.3), the Bidder shall add “Part 1 of 2”, “Part 2 of 2” as necessary to the file names.

Volume 1, Administration:	IFB-CO-115887–Company Name–Vol 1–Admin
Volume 2, Price:	IFB-CO-115887–Company Name–Vol 2–Price
	IFB-CO-115887–Company Name–Vol 2–OfferSum
Volume 3, Technical:	IFB-CO-115887–Company Name–Vol 3–TableContents
	Management
	IFB-CO-115887–Company Name–Vol 3–ProjMgmtPlan
	IFB-CO-115887–Company Name–Vol 3–Schedule

	Supportability
	IFB-CO-115887–Company Name–Vol 3–SupportPlan
	Past Performance
	IFB-CO-115887–Company Name–Vol 3–Portfolio
	Experience
	IFB-CO-115887–Company Name–Vol 3–Resumes

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;

3.5 Volume 2: Price

3.5.1 Introduction

3.5.1.1 Bid pricing requirements as addressed in this section 3.5 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.

3.5.1.2 The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the IFB documentation including but not limited to those expressed in the SOW, Special Provisions and General Provisions.

3.5.1.3 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.

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

3.5.2 Quantity

3.5.2.1 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 2 (Price).

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

3.5.3 General Rules

3.5.3.1 Bidders are required, in preparing their Volume 2 (Price), to utilise the electronic files provided as part of this IFB and referenced in paragraph 3.5.2.

3.5.3.2 The Excel file includes detailed instructions on each tab that will facilitate Bidders' preparation of the bid pricing. These instructions are mandatory.

- 3.5.3.3** 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.
- 3.5.3.4** 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.
- 3.5.3.5** Bidders are advised that 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.
- 3.5.3.6** Bidders are responsible for the accuracy of their bid. The Volume 2 (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.
- 3.5.3.7** If the Bidder identifies an error in the spreadsheet, they should notify the Purchaser through the IFB Question and Answer process described in section 2.6. The Purchaser will then make a correction and notify all the Bidders of the update.
- 3.5.3.8** 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.
- 3.5.3.9** With the exception of any pre-populated not-to-exceed amounts, Bidders shall furnish Fixed-Price with Economic Price Adjustment (FP-EPA) for all required items in accordance with the format set forth in the instructions for preparation of the Bidding Sheets. This includes Fixed-Price with Economic Price Adjustment (FP-EPA) for all optional CLINs, if any.
- 3.5.3.10** The Bidder understands that there is no obligation under this contract for the Purchaser to exercise any part of the contract designated as an option. The Purchaser bears no liability should it decide not to exercise such options.
- 3.5.3.11** 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.
- 3.5.3.12** 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:
- 3.5.3.12.1** The currency is of a Participating Country in the project, as defined under section 2.1, and
- 3.5.3.12.2** 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.11 List of Prospective Subcontractors, with the breakdown of the value reflected in the Bidding Sheet.

3.5.3.13 The Purchaser, by virtue of its status under the terms of Article IX and X of the Agreement on the status of the North Atlantic Treaty Organization, National Representatives and International Staff signed in Ottawa ([Ottawa Agreement](#)), is exempt from all direct and indirect 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.5.

3.5.3.13.1 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.

3.5.3.14 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](#).

3.5.3.15 The Bidder’s attention is directed to the fact that the Volume 2 (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.

3.6 Volume 3: Technical

3.6.1 Quantity:

3.6.1.1 One (1) PDF file per requested line item as specified in paragraph 3.7.1.3, except for the Schedule that shall be submitted as a MS Project file format (compatible with MS Project 2010.).

3.6.2 No information disclosing or contributing to disclose the bid price shall be made part of Volume 3 (Technical). Failure to abide to this prescription shall result in the bid being declared non-compliant.

3.6.3 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 constitute sufficient grounds of compliance and may lead to a determination of non-compliance.

3.6.4 Volume 3 (Technical) shall include:

3.6.4.1 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

organization of Volume 3 (Technical). This is not included as part of the page limit count.

3.6.5 Part 1: Management

3.6.5.1 All areas of Part 1 (**Management**) shall comprehensively demonstrate that the bidder has understood the requirements for the initiation phase of the project.

3.6.5.2 Part 1 (Management) shall include:

3.6.5.2.1 Requested Documentation: One (1) PDF file for the Project Management Plan and one (1) MS Project file format (Compatible with MS Project 2010) for the Schedule as specified in paragraph 3.7.1.3 Part 1 and in accordance with the SOW.

3.6.6 Part 2: Supportability

3.6.6.1 All areas of Part 2 (**Supportability**) shall comprehensively demonstrate feasibility and reasonableness of the proposed approach.

3.6.6.2 Part 2 (Supportability) shall include:

3.6.6.2.1 Requested Documentation: One (1) PDF file for the requested document as specified in paragraph 3.7.1.3 Part 2 and in accordance with the Statement of Work.

3.6.6.2.2 In this document, the Contractor may propose additional products and services to be hosted on the NATO Software Factory in addition to the services furnished by the Purchaser.

3.6.7 Part 3: Past Performance

3.6.7.1 All areas of Part 3 (**Past Performance**) shall comprehensively demonstrate that the bidder has the necessary experience to host, support and maintain an application as complex as ISMERLO.

3.6.7.2 Part 3 (Past Performance) shall include:

3.6.7.2.1 Requested Documentation: One (1) PDF file for the requested document as specified in paragraph 3.7.1.3 Part 3 and in accordance with the Statement of Work.

3.6.8 Part 4: Experience

3.6.8.1 All areas of Part 4 (**Experience**) shall comprehensively demonstrate that the bidder's proposed team has the skills and competences required in the SOW.

3.6.8.2 Part 4 (Experience) shall include:

3.6.8.2.1 Requested Documentation: One (1) PDF file for the requested documents as specified in paragraph 3.7.1.3 Part 4 and in accordance with the Statement of Work.

3.6.8.3 Additional materials such as brochures, sales literature, product endorsements and unrelated technical or descriptive narratives shall not be included in Volume 3 (Technical).

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 #[15]	Section 4.3
2.	ANNEX A.2: Acknowledgement of Receipt of Solicitations 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 Acknowledgement of Purchaser Exemption from Taxes, Duties, and Charges		
6.	ANNEX A.6: Certificate of Origin of Equipment, Services and Intellectual Property		
7.	ANNEX A.7: Comprehension and Acceptance of Contract Provisions		
8.	ANNEX A.8: Disclosure of Involvement of Former NCI Agency Employment		
9.	ANNEX A.9: Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements		
10.	ANNEX A.10: List of Proposed Key Personnel		
11.	ANNEX A.11: List of Prospective Subcontractors/Consortium Members		
12.	ANNEX A.12: Bidder Background IPR		
13.	ANNEX A.13: Subcontractor and Third Party IPR		
14.	ANNEX A.14: Company Compliance with Safeguarding NATO Information Controls Self-Attestation Statement.		
15.	ANNEX A.15: Past Performance References		

3.7.1.2 Volume 2: Price

#	Item	Quantity and Format	Requirements and Evaluation Criteria (IFB Reference)
1.	Bidding Sheets (i.e. “IFB-CO-115887 _Book I-Bidding Sheets.xlsx”)	1 completed MS Excel file	Section 4.4
2.	Offer Summary sheet (i.e. Tab 1) of the Bidding Sheets	1 PDF file	

3.7.1.3 Volume 3: Technical

#	Item	Quantity and Format	Maximum Page Limit	Requirements and Evaluation Criteria (IFB Reference)
1.	Table of Contents	1 PDF file	10	3.6.4.1
	Part 1: Management			4.5.2
	a. Project Management Plan	1 PDF file	10	4.5.2.1
	b. Schedule	1 MS Project file	N/A	4.5.2.1
2.	Part 2: Supportability			4.5.3
	a. Hosting and In-Service Support Plan	1 PDF file	20	4.5.3.1
3.	Part 3: Past Performance			4.5.4
	a. Portfolio of Work	1 PDF file	20	4.5.4.1
4.	Part 4: Experience			4.5.5
	a. Key Personnel Resumes	1 PDF file	20	4.5.5.1

END OF SECTION 3

SECTION 4 BID EVALUATION AND CONTRACT AWARD

4.1 General

- 4.1.1** Evaluation of this IFB will be conducted in accordance with the “One Envelope” procedure; the administrative compliance of the bids will be evaluated first. Bids that are declared administratively non-compliant may be rejected without further evaluation. Following evaluation for administrative compliance, Volume 2 (Price) of each Bidder is evaluated, and subsequently only Volume 3 (Technical) of the apparent lowest priced bid is evaluated for technical compliance with the requirements of the Statement of Work.
- 4.1.2** In the event a Volume 3 (Technical) has been evaluated as having failed to satisfy any of the bidding requirements, this may result in a determination of non-compliance for the entire bid. In such a case the Bidder who has submitted the apparent second lowest priced bid will be evaluated.
- 4.1.3** The evaluation of bids will be made by the Purchaser solely on the basis of the requirements in this IFB.
- 4.1.4** 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.
- 4.1.5** 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 pricing, technical, administrative and contractual requirements of this IFB.
- 4.1.6** The Purchaser, at its own discretion, reserves the right to request clarification 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.
- 4.1.7** 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.
- 4.1.8** 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.

4.2 LPTC Evaluation Procedure

4.2.1 The contract resulting from this IFB will be awarded to the Bidder whose conforming offer provides the lowest price, technically compliant bid 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 evaluation will be done in a four-step process, as described below:

4.2.2.1 Step 1: Administrative Compliance

4.2.2.1.1 Volume 1 (Administration) will be reviewed for compliance with the mandatory administrative requirements specified in paragraph 4.3. Bids not meeting all of the mandatory administrative requirements may be determined to be non-compliant and not considered for further evaluation.

4.2.2.2 Step 2: Price Evaluation

4.2.2.2.1 Volume 2 (Price) will be opened and evaluated in accordance with paragraph 4.4.

4.2.2.3 Step 3: Technical Evaluation

4.2.2.4 Volume 3 (Technical) will be evaluated in accordance with paragraph 4.5.

4.2.2.5 Step 4: Determination of Apparent Successful Bidder

4.2.2.5.1 Upon completion of the administrative, price and technical evaluations, the lowest priced technically compliant bid will be determined.

4.3 Evaluation Step 1: Administrative Compliance

4.3.1 Bids will be reviewed for compliance with the formal requirements for bid submission as stated in this IFB and the content of Volume 1 (Administration). The evaluation of Volume 1 (Administration) will be made on its completeness, conformity and compliance to the requested information. This evaluation 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:

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

4.3.1.2 The bid is composed and marked properly as stated in paragraph 3.3;

4.3.1.3 The Bid Validity is 6 months from Closing Date as stated in paragraph 2.11.1;

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

4.3.1.5 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 SOW.

4.3.2 Receipt of an unreadable electronic Bid

4.3.2.1 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 Contact in paragraph 2.5.1 shall immediately notify the Bidder that the bid will be rejected unless the Bidder provides clear and convincing evidence:

4.3.2.1.1 Of the content of the bid as originally submitted; and,

4.3.2.1.2 That the unreadable condition of the bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.

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

4.3.4 Bids that are determined to be administratively compliant will proceed to Evaluation Step 2, Price Evaluation.

4.3.5 Notwithstanding paragraph 4.3.4, if it is later discovered during the administrative, price, or technical evaluation that the Bidder has taken exception to the terms and conditions of the prospective contract, or has qualified and/or otherwise conditioned its bid on a modification or alteration of the terms and conditions or the language of the SOW, the Bidder may be determined to have submitted a non-compliant bid at the time of discovery.

4.4 Evaluation Step 2: Price Evaluation

4.4.1 The Bidder's Volume 2 (Price) will be assessed for compliance against the following standards, and to determine that the proposed price is fair and reasonable:

4.4.1.1 The price meets the requirements for preparation and submission of Volume 2 (Price) set forth in the Bid Preparation Instructions (SECTION 3).

4.4.1.2 Detailed pricing information has been provided and is current, adequate, accurate, traceable, and complete.

4.4.1.3 Volume 2 (Price) meets requirements for price realism as described below in paragraph 4.4.5.

4.4.2 A bid which fails to meet the compliance standards defined in this section may be declared non-compliant and may not be evaluated further by the Purchaser.

4.4.3 Basis of Price Comparison to Determine Lowest Priced Compliant Bid

4.4.3.1 The Purchaser will convert all prices quoted into EURO for purposes of comparison and determination of the Lowest Price. The exchange rate to be utilised by the Purchaser will be the average of the official buying and selling rates of the European Central Bank at close of business on the last working day preceding the Bid Closing Date.

- 4.4.3.2** The price comparison will be based on the offered Grand Total Fixed-Price with Economic Price Adjustment (FP-EPA) of the following CLINs.
- 4.4.3.3** The sum of the Fixed-Price with Economic Price Adjustment (FP-EPA) Prices proposed for CLINs 1-3 as detailed below:

CLIN Number	CLIN Name
Base Contract	
1.0	Initiation Phase
2.0	Hosting, In-Service Support and Maintenance 01 Oct - 31 Dec 2024
Options-Evaluated	
3.0	Five (5) One-year extension options (1 Jan – 31 Dec) of Hosting, In-Service Support and Maintenance

4.4.4 Accuracy – Order of Precedence

- 4.4.4.1** 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 4.1.6, 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.

4.4.5 Price Realism

- 4.4.5.1** Should a Bidder submit a Volume 2 (Price) that is not a realistic reflection of the objective cost of performance of the associated technical proposal, this may be considered by the Purchaser to be an unrealistic price and may be determined to be non-compliant.
- 4.4.5.2** Possible indicators of an unrealistic Volume 2 (Price) may include, but are not limited to:
- 4.4.5.2.1** Labour costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the Bidder locality for the types of labour proposed.
- 4.4.5.2.2** Material costs that are considered to be too low for the amounts and types of material proposed, based on prevailing market prices for such material.
- 4.4.5.2.3** Line item prices for supplies and service that are provided at no cost or at nominal prices.
- 4.4.5.3** If the Purchaser suspects that a Bidder has proposed an unrealistic price, the Purchaser will request clarification of the proposal in this regard and the Bidder shall provide explanation. If a Bidder fails to submit a comprehensive and compelling response the Purchaser may determine the proposal submitted as non-compliant. Alternatively, the Bidder may respond and request to withdraw from the competition.

4.4.6 If the Purchaser accepts the Bidder's explanation, the Bidder shall agree that any supporting pricing data submitted with its proposal will be incorporated by reference in the resultant contract. The Bidder shall agree as a condition of contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the contract and that no revisions of proposed prices will be made.

4.5 Evaluation Step 3: Technical Evaluation

4.5.1 Upon the determination of the lowest priced bid as described above, Volume 3 (Technical) will be evaluated to confirm compliance with the following technical criteria associated with the respective sections of Volume 3 (Technical).

4.5.2 Part 1: Management

4.5.2.1 The following criteria will be used to evaluate Part 1, **Management**:

4.5.2.1.1 Project Management Plan and Schedule: The Bidder shall submit an initial project management plan and schedule for the initiation phase of the project. The project management plan and schedule shall demonstrate that the Bidder has understood the requirements and will be used by the Purchaser to assess the Bidder's proposed implementation sequence and timelines.

4.5.3 Part 2: Supportability

4.5.3.1 The following criteria will be used to evaluate Part 2, **Supportability**:

4.5.3.1.1 Hosting and In-Service Support Plan: The Bidder shall prepare an initial plan describing their proposal for hosting, in-service support and maintenance of ISMERLO application. The Hosting and In-Service Support Plan shall include the bidder's team and demonstrate that the Bidder has understood the requirements. The hosting and in-service support plan will be used by the Purchaser to assess the Bidder's approach to hosting, in-service support and software maintenance.

4.5.4 Part 3: Past Performance

4.5.4.1 The following criteria will be used to evaluate Part 3, **Past Performance**:

4.5.4.1.1 Portfolio of Work: The bidder shall present a catalogue of work to include examples of their recent work (within the last 5 years). The catalogue of work shall include examples of hosting web applications for external customers, demonstrate examples of quality web and mobile design, as well as examples of complex 'backend' and 'frontend' development that could be considered as comparable to the complexity level required for the ISMERLO application. The purpose of the portfolio of work is to demonstrate to the Purchaser that the bidder has the necessary experience to host, support and maintain an application as complex as ISMERLO.

4.5.5 Part 4: Experience

4.5.5.1 The following criteria will be used to evaluate Part 4, **Experience**:

4.5.5.1.1 Key Personnel Resumes: The Bidder shall provide the resumes of the proposed team members for providing support and maintenance, in accordance with the skills and competences required in SOW 4.2.1 and 4.2.2. The Purchaser will evaluate the proposed team and their qualifications to ensure they provide a suitable mix of skills and experience required for this Contract. The complete team will be considered key personnel.

4.6 Evaluation Step 4: Determination of Apparent Successful Bidder

4.6.1 Upon conclusion and approval of the administrative, price and technical evaluation results, the lowest priced technically compliant bid will be determined.

4.6.2 The lowest priced technically compliant bid will be recommended as the apparent successful bid.

4.6.3 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.

4.6.4 Upon the successful completion of these pre-award discussions, to the Purchaser's full satisfaction, confirmation of final bid compliance will be noted.

4.6.5 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

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



ANNEX B

Questions and Answers Form

The Questions and Answers Form is provided separately as an Excel Workbook.