



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

REQUEST FOR QUOTATION

**RFQ-CO-115177-SEMARCIS
SECURE MARITIME CIS (SEMARCIS)**

**Authorisation/Serial No.
AC/4-DS(2020)0004(INV)
CP 0A0149-REV1 – Serial 017/OCM03145**

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BOOK I

BIDDING INSTRUCTIONS

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1 INTRODUCTION

1.1 The purpose of this Request for Quotation (RFQ) is to establish a Contract for the provision of eight (8) deployable Secure Maritime CIS (SEMARCIS) kits and the related responsibilities, effort and services to be provided by the Bidder. The kits will enable eight (8) ships and one (1) static location at land providing PSTN calls to/from and between the ships; file transfer, messaging and voice between the ships and the static location at land, all at SECRET level; print services for the ships shall operate reliably regardless of ship positions and weather conditions. The SEMARCIS capability for the ships shall be implemented as self-contained units, for two users per ship, which shall be easy to transport, install, operate and remove.

1.2 The Bidder shall provide and implement the performance requirements as set forth in the relevant Statement of Work (Book II Part IV) and in the Schedule of Supplies and Services (Book II Part I) in the manner, and at times and the place, stated in the prospective Contract.

1.3 This RFQ is issued and shall be conducted under the revised NATO Procedure: *“Procedure Governing the Use of Basic Ordering Agreements concluded by the NATO Communications and Information Agency – 2019 version”*, Ref: AC/4- D(2019)0004 (INV).

1.4 This Request For Quotation will not be the subject of a public bid opening.

1.5 The security classification of this RFQ is “NATO UNCLASSIFIED”.

1.6 Contractor personnel that will work at or visit NATO sites is required to hold a security clearance of “NATO SECRET” at the time of Contract award. All Contractor personnel without such a clearance, confirmed by the appropriate national security authority and transmitted to the cognisant NATO security officer in accordance with the specific instructions contained in this RFQ, will be denied access to the site. Denial of such access by the Purchaser may not be used by the Contractor as the basis for a claim of adjustment or an extension of schedule nor can the denial of access be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination for Default by the Purchaser.

1.7 Award of the Contract will be made on a Firm Fixed Price Basis to the Lowest Priced, Technically Compliant Bidder.

1.8 The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein.

1.9 The Bidder shall refer to the Purchaser all queries for a resolution of conflicts found in information contained in this document in accordance with the procedures set forth in §2.6 of the Bidding Instructions entitled “Requests for RFQ Clarifications”.

1.10 The target date for Contract Award is October 2020.

2 GENERAL BIDDING INFORMATION

2.1 DEFINITIONS

2.1.1 The term “Assembly” as used herein means an item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.

2.1.2 The term “Basic Ordering Agreement” (BOA) refers to a firm, consortium, or joint venture which submits an offer in response to this solicitation.

2.1.3 The term “Bidder” as used herein refers to a firm, consortium, or joint venture which submits an offer in response to this solicitation.

2.1.4 The term “Compliance” as used herein means strict conformity to the requirements and standards specified in this Request for Quote.

2.1.5 The term “Contractor” refers to a firm of a participating country which has signed a Contract under which it will perform a service, manufacture a product, or carry out work for NATO.

2.1.6 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, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM, UNITED STATES OF AMERICA.

2.1.7 The term “Purchaser” refers to the authority issuing the RFQ and/or awarding the Contract (the NATO Communications and Information Agency, NCI).

2.1.8 The term “Sub-Assembly” as used herein refers to a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes components and/or parts.

2.2 ELIGIBILITY

2.2.1 Only firms which hold an active BOA stipulated with the NCI Agency are eligible to take part in this RFQ. In addition, all contractors, sub-contractors and manufacturers, at any tier, must be from Participating Countries.

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

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

2.2.4 The intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no

license fee, or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member countries.

2.2.5 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 “Prime Contractor”, shall represent all members of the consortium with the NCI Agency and/or NATO. The “Prime 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 “Prime Contractor” by all members associated with the consortium. Evidence of authority to act on behalf of the consortium by the “Prime Contractor” shall be enclosed and sent with the Bid. Failure to furnish proof of authority shall be a reason for the Bid being declared non-compliant.

2.3 BID DELIVERY AND BID CLOSING

2.3.1 All Quotations shall be in the possession of the Purchaser at the email address given below in Paragraph 2.3.2 below **before 13:00 hours** (Brussels TIME) on **Monday, 29 June 2020** at which time and date Quotations shall be closed.

2.3.2 Due to the COVID-19 restrictions imposed by some governments and organisations within the NATO alliance, Offerors are requested to submit their quotation electronically to the following email address:

Email: RFQ.CO115177.SEMARCIS@ncia.nato.int

2.3.3 The Quotation shall consist of three (3) separate subject emails:

2.3.3.1 For the first e-mail the subject line shall read: “RFQ-CO-115177-SEMARCIS – Official Bid for [company name] – **Part 1 - Administrative Envelope**”. The e-mail content shall be as described in Paragraph 3.2.1(a) below, with **no password protection** to the file and shall be not larger than 20MB total.

2.3.3.2 For the second e-mail the subject line shall read: “RFQ-CO-115177-SEMARCIS – Official Bid for [company name] – **Part 2 - Price Quotation**”. The e-mail content shall be as described in Paragraph 3.2.1(b) below, with **no password protection** to the file, and shall be not larger than 20MB total.

2.3.3.3 For the third e-mail the subject line shall read: “RFQ-CO-115177-SEMARCIS – Official Bid for [company name] – **Part 3 – Technical Proposal**”. The e-mail content shall be as described in Paragraph 3.2.1(c) below, with **no password protection** to the file, and shall be not larger than 20MB total per e-mail. For large Technical Proposals, multiple e-mails may be required to submit the entire package. In such case, Bidders shall clearly indicate the correct order in the e-mail subject line.

2.3.4 Quotations which are delivered to the Purchaser after the specified time and date set forth above for Bid Closing are “Late Bids” and shall not be considered for award.

2.3.5 It is the responsibility of the Offeror to ensure that the quotation submission is duly completed by the specified quotation closing time and date. If a quotation received at the NCI Agency’s facility by electronic data interchange is unreadable to the degree that conformance

to the essential requirements of the solicitation cannot be ascertained, the Purchaser will immediately notify the Offeror that the quotation will be rejected unless the Offeror provides clear and convincing evidence:

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

2.3.6 Consideration of Late Bid. It is the responsibility of the Bidder to ensure that the bid submission is duly completed by the specified bid closing time.

2.4 REQUESTS FOR EXTENSION OF BID CLOSING DATE

The Purchaser does not accept, except in exceptional cases, Bidder requests to extend the Bid Closing Date. In any event, all questions and requests for extension of bid closing date must be submitted in writing by e-mail. Such questions shall be forwarded to the Point of Contact specified in § 2.5 and shall arrive not later than 10 days before the closing date of the bid. The Purchaser is under no obligation to consider or answer requests submitted after this time. Extensions to the Bid Closing Date are at the sole discretion of the Purchaser.

2.5 PURCHASER POINT OF CONTACT

The Purchaser Point of Contact (POC) for all information concerning this RFQ is:

NATO Communications and Information Agency Acquisition
Directorate
Building 302 A, Room 110
7010 SHAPE, Belgium
Attn: Eva Benson, Contracting Officer

Email: eva.benson@ncia.nato.int

2.6 REQUESTS FOR RFQ CLARIFICATIONS

2.6.1 Bidders, during the solicitation period, are encouraged to query and seek clarification of any matters of a contractual, administrative and technical nature pertaining to this RFQ.

2.6.2 All questions and requests for clarification must be submitted in writing using the format in Annex E, All questions and requests must reference the Section(s) in the RFQ subject for clarifications. The questions and/or requests shall be forwarded to the POC specified in § 2.5 and shall arrive **not later than 21 days after RFQ release date**. The Purchaser is under no obligation to answer questions submitted after this time. Requests for clarification must address the totality of the concerns of the Bidder for any given area, as the Bidder will generally not be permitted to revisit areas of the RFQ for additional clarification as noted in §2.6.3.

2.6.3 Bidders are advised that subsequent questions and/or requests for clarification included in a bid shall neither be answered nor considered for evaluation and may be grounds for a determination of non-compliance.

2.6.4 Except as provided above, all questions will be answered by the Purchaser and the questions and answers (deprived of any means of identification of the questioner) will be issued in writing to all prospective bidders.

2.6.5 The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the RFQ, and may lead to a formal amendment to the RFQ. Such amendment may also contain changes to the language, terms, conditions and/or specifications of the RFQ. Amendments to the language of the

RFQ included in the answers, and/or the formal RFQ amendment, shall be incorporated by the Bidder in its offer.

2.7 REQUESTS FOR WAIVERS AND DEVIATIONS

2.7.1 Bidders are informed that requests for alteration to, waivers of, or deviations from the Schedules, the Special Contract Provisions, the Technical Specifications, the Statement of Work and any other Terms and Conditions of the Prospective Contract will not be considered after the closing date and time for Requests for Clarification from bidders.

2.7.2 Requests for alterations to the other requirements, terms or conditions of the Request for Quote or the Prospective Contract may only be considered as part of the clarification process set forth in §2.6. Requests for alterations to the specifications, terms and conditions of the Contract which are included in a Bid as submitted may be regarded by the Purchaser as a qualification or condition of the Bid and may be grounds for a determination of non-compliance.

2.8 AMENDMENT OF THE REQUEST FOR QUOTE

2.8.1 The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the RFQ documents at any time prior to the date set for the Bid Closing. Any and all modifications will be transmitted to all prospective bidders by an official amendment designated as such and signed by the Contracting Authority. Such amendment shall be recorded in the Acknowledgement of Receipt (Annex C-6) which the bidder shall complete and enclose as part of its bid. This process may be part of the clarification procedures set forth in § 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 proper bid within the allotted time. The Purchaser may extend the "Bid Closing Date" at its discretion and such extension will be set forth in the amendment document.

2.8.3 In no case, however, will the closing date for receipt of bids be less than seven (7) days from the date of issuance of any amendment to the RFQ.

2.9 MODIFICATION AND WITHDRAWAL OF BIDS

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

2.9.2 Modifications to bids which arrive after the Bid Closing Date will be considered as “Late Modifications” and will be processed in accordance with the procedure set forth above concerning “Late Bids”, except that unlike a “Late Bid”, the Purchaser will retain the modification until a selection is made. A modification to a bid which is determined to be late will not be considered in the evaluation and selection process. If the Bidder submitting the modification is determined to be the successful Bidder on the basis of the unmodified bid, the modification may then be opened. If the modification makes the terms of the bid more favourable to the Purchaser, the modified bid may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent successful Bidder on the basis of the bid submitted and disregard the late modification.

2.9.3 A Bidder may withdraw its bid at any time prior to Bid Opening without penalty. In order to do so, an authorised agent or employee of the Bidder must provide an original statement of the firm's decision to withdraw the bid and remove the bid from the Purchaser's premises.

2.9.4 Except as provided in §2.10.4 (b), a Bidder may withdraw its bid after Bid Opening only by forfeiture of the Bid Guarantee.

2.10 BID VALIDITY

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

2.10.2 In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex C-3 for acceptance by the Purchaser may be determined to be non-compliant.

2.10.3 The Purchaser will endeavour to complete the evaluation and make an award within the period referred to in § 2.10.1. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all bids which remain under consideration for award.

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

(a) 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 extended accordingly; or

(b) Refuse this extension of time and withdraw the bid without penalty.

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

2.11 BID GUARANTEE

2.11.1 The Bid Guarantee shall be submitted by email to the Purchaser either directly by a banking institution or from the Bidder emailing the Bid Guarantee to Treasury at:

TreasuryVendorBank.Finance@ncia.nato.int

In either case, the Bidder shall provide an additional copy of the Bid Guarantee in the Administrative Envelope, Part I.

2.11.2 The Bidder shall furnish with its Bid a guarantee in an amount equal to Thirty Seven Thousand Euro (€ 37,000) only. The Bid Guarantee shall be in the form of an irrevocable, unqualified and unconditional bid bond, i.e. Standby Letter of Credit issued by a Belgian banking institution fully governed by Belgian legislation or issued by a non-Belgian financial institution and confirmed by a Belgian banking institution fully governed by Belgian legislation. In the latter case signed original letters from both the issuing institution and the confirming institution must be provided. The confirming Belgian bank shall clearly state that it will guarantee the funds, the drawing against can be made by the NCI Agency at its premises in Belgium. Bid Guarantees shall be made payable to the Treasurer, NATO Communications and Information Agency and its legal successor.

2.11.3 Alternatively, a Bidder may elect to post the required Guarantee in cash (via direct bank deposit) or by certified cheque. If the latter method is selected, Bidders are informed that the Purchaser will cash the cheque on the Bid Closing Date or as soon as possible thereafter.

2.11.4 "Standby Letter of Credit" as used herein, means a written commitment by a Belgian financial institution either on its own behalf or as a confirmation of the Standby Letter of Credit issued by a non-Belgian bank to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Purchaser of a written demand therefore. Neither the financial institution nor the Bidder can revoke or condition the Standby Letter of Credit. The term "Belgian financial institution" includes non-Belgian financial institutions licensed to operate in Belgium.

2.11.5 The format described in Annex F may be used by the issuing financial institution to create a Standby Letter of Credit:

2.11.6 If the Bid Closing Date is extended after a Bidder's financial institution has issued a Bid Guarantee, it is the obligation of the Bidder to have such Bid Guarantee (and confirmation, as applicable) extended to reflect the revised Bid Validity date occasioned by such extension.

2.11.7 Failure to furnish the required Bid Guarantee in the proper amount, and in the proper form and for the appropriate duration by the Bid Closing Date may be cause for the bid to be determined non-compliant.

2.11.8 The Purchaser will make withdrawals against the amount stipulated in the Bid Guarantee under the following conditions:

- (a) The Bidder has submitted a Bid and, after Bid Closing Date (including extensions thereto) and prior to the selection the compliant Bid determined to represent the best value, withdraws his Bid, or states that he does not consider his Bid valid or agree to be bound by his Bid, or
- (b) The Bidder has submitted a compliant Bid determined by the Agency to represent the best value, but the Bidder declines to sign the Contract offered by the Agency, such Contract being consistent with the terms of the Invitation for Bid.
- (c) The Purchaser has offered the Bidder the Contract for execution but the Bidder has been unable to demonstrate compliance with the security requirements of the Contract within a reasonable time.
- (d) The Purchaser has entered into the Contract with the Bidder but the Bidder has been unable or unwilling to provide the Performance Guarantee required under the terms of the Contract within the time frame required.

2.11.9 Bid Guarantees will be returned to Bidders as follows:

- (a) To non-compliant Bidders forty-five (45) days after notification by the Purchaser of a non-compliant bid (except where such determination is challenged by the Bidder; in which case the Bid Guarantee will be returned forty-five (45) days after a final determination of non-compliance);
- (b) To all other unsuccessful Bidders within thirty (30) days following the award of the Contract to the successful Bidder;
- (c) To the successful Bidder upon submission of the Performance Guarantee required by the Contract or, if there is no requirement for such a Performance Guarantee, upon contract execution by both parties;
- (d) Pursuant to §2.10.4 (b).

2.12 CANCELLATION OF REQUEST FOR QUOTES

2.12.1 The Purchaser may cancel, suspend or withdraw for re-issue at a later date this RFQ at any time prior to Contract award. No legal liability on the part of the Purchaser for payment of any sort shall arise and in no event will any Bidder have cause for action against the Purchaser for the recovery of costs incurred in connection with preparation and submission of a bid in response to this RFQ.

2.13 ELECTRONIC TRANSMISSION OF INFORMATION AND DATA

2.13.1 The Purchaser will endeavour to communicate answers to requests for clarification and amendments to this RFQ to the prospective bidders by the fastest means possible, including the use of e-mail where the firms have forwarded the necessary address information. All bidders are consequently strongly encouraged to provide accurate email addressing information and notify the Purchaser at the earliest practicable date should any changes occur.

2.13.2 Bidders are cautioned that the Purchaser will rely exclusively on electronic mail to manage all correspondence, amendments, etc., related to this RFQ.

2.14 SUPPLEMENTAL AGREEMENTS

2.14.1 Bidders are required, in accordance with the certificate at Annex C-7 of these Instructions to Bidders, to disclose any prospective Supplemental Agreements that are required by national governments to be executed by NATO/ NCI AGENCY as a condition of Contract performance.

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

2.14.3 Bidders are cautioned that failure to provide full disclosure of the anticipated requirements and the terms thereof, to the best of the Bidder's knowledge and experience, may result in the Purchaser withholding award of the Contract or cancelling an executed Contract if it is discovered that the terms of such Supplemental Agreements contradict salient conditions of the Prospective Contract to the extent that either key objectives cannot be accomplished or basic Contract principles and Purchaser rights have been abridged.

2.15 MANDATORY QUALITY ASSURANCE AND QUALITY CONTROL STANDARDS

2.15.1 Bidders are requested to note that, in accordance with the Certificate at Annex C-11 hereto, Bidders shall provide documentary evidence that the Bidder possesses a current certification that is compliant with the requirements of Allied Quality Assurance Publication (AQAP) 2110, ISO 9001:2015, or an equivalent QA/QC regime.

2.15.2 Bidders shall further demonstrate that such regime is applied within the Bidder's internal organisation, as well as extended to its relationships with Subcontractors.

2.15.3 If the Bidder is offering a QA/QC regime that is claimed to be equivalent to AQAP 2110 or ISO 9001:2015, the burden of proof of such equivalency shall be on the Bidder and such evidence of equivalency shall be submitted with the Certificate at Annex C-11 in the Bid Administration Package.

2.15.4 Failure to execute this Certificate, or failure to provide documentary evidence of compliance with this requirement may result in a determination of non-compliance for the submitted Bid.

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 the RFQ and its ability to provide all the deliverables and services listed in the Schedule of Supplies and Services. Bids, which are not complete, will be declared non-compliant.

3.1.3 The Bidder **shall not restate** the RFQ requirements in confirmatory terms only. The Bidder must clearly describe what is being offered and how the Bidder will meet all RFQ requirements. Statements in confirmatory terms only will be sufficient grounds for determining the bid to be non-compliant.

3.1.4 **Bidders shall prepare their bid in 3 parts in the following quantities**

- | | |
|--------------------------------------|--|
| (a) Administrative Package (Part 1): | Electronic: Scanned PDF copies of the certificates with physical (non-digital) signatures of the prescribed certifications and a PDF copy of the Bid Guarantee detailed in §3.2. <u>Not</u> Password Protected. |
| (b) Price Quotation (Part 2): | Electronic: The Price Quotation shall contain one (1) ZIP file containing one (1) electronic copy in Microsoft Excel(readable and searchable) of the completed Schedule of Supplies and Services and one (1) PDF copy of the completed Schedule of Supplies and Services as detailed in § 3.3. <u>Not</u> Password Protected. |
| (c) Technical Proposal (Part 3): | Electronic: The Technical Proposal shall be self-contained as a separate electronic file in one (1) ZIP file, named as described in Section §3.4.2. <u>Not</u> Password Protected. |

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

3.1.6 Documents submitted in accordance with § 3.1.4 shall be classified no higher than “NATO UNCLASSIFIED” material.

3.1.7 Partial Bids and/or bids containing conditional statements will be declared non-compliant.

3.1.8 Where no specific format is mandated, electronic bid documentation shall be delivered in PDF format without limitations of printing or “copy & paste”.

3.1.9 The Purchaser reserves the right to request native formats electronic files of the proposal to facilitate the evaluation process.

3.1.10 Bidders are advised that the Purchaser reserves the right to incorporate the Bidders Technical Proposal in whole or in part in the resulting Contract.

3.1.11 Bid language shall be English.

3.2 PREPARATION OF THE ADMINISTRATIVE PACKAGE (PART 1)

3.2.1 The Bid Administrative Package shall include in accordance with § 3.1.4(a) one ZIP file submitted by email Comprised of the required documents and one copy of the Bid Guarantee submitted directly to the Purchaser Treasury Office as explained in §2.11.

3.2.2 No information disclosing or contributing to disclose the bid price shall be made part of the Bid Administration volume. Failure to abide to this prescription shall result in the bid being declared non-compliant.

3.2.3 As explained in §2.11, the Bid Guarantee shall be sent directly to the Purchaser Treasury email address specified in §2.11.1. Additionally, a copy of the Bid Guarantee shall be included in this volume. Bidders are reminded that the Bid Guarantee shall reflect any extensions to the Bid Validity Date due to extensions in the Bid Closing Date.

3.2.4 The Package shall include the Certificates set forth in Annexes to these Bidding Instructions, signed in the original by an authorised representative of the Bidder. Within the Package the bidder shall also include the signed electronic copies of the **certifications** – with physical, not electronic signatures - **set forth in Annex C** hereto, specifically:

- (a) C-1 Certificate of Legal Name of Bidder
- (b) C-2 Certificate of Independent Determination
- (c) C-3 Certificate of Bid Validity
- (d) C-4 Certificate of Understanding
- (e) C-5 Certificate of Exclusion of Taxes, Duties and Charges
- (f) C-6 Acknowledgement of Receipt of RFQ Amendments (if applicable)
- (g) C-7 Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements
- (h) C-8 Certification of NATO Member Country of Origin of Delivered Equipment, Services, Materials and Intellectual Property Rights
- (i) C-9 Comprehension and Acceptance of Contract Special Provisions and general BOA Provisions
- (j) C-10 List of Prospective Sub-Contractors / Consortium members
- (k) C-11 Certificate of AQAP 2110 or ISO-9001: 2015 Compliance. The Bidder shall attach a copy of the company's AQAP 2110 certification or ISO 9001: 2015 compliance.
- (l) C-12 List of Key Personnel
- (m) C-13 Disclosure of Involvement of Former NCI Agency Employment
- (n) C-14 Bidder Background IPR
- (o) C-15 List of Subcontractor IPR
- (p) C-16 Bid Guarantee- Standby Letter of Credit

3.2.5 Concerning Certificate C-10, the Contractor shall identify by name, project role, and country of origin, all sub-contractors whose sub-contract value is expected to equal or exceed EUR 125,000, if any. A list of consortium members shall also be completed and included. If there are no sub-contractors/consortium members involved, the Bidder shall state this separately. The subcontractors listed in this certificate shall be traceable in the Bidding Sheets.

3.2.6 Concerning Certificate C-7, Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements, Bidders shall note especially the following:

3.2.6.1 If supplemental agreements, such as End-User Certificates or Technical Assistance Agreements, are required by national regulations, these must be submitted with the Bidders Bid. Supplemental agreements submitted after the Bid Closing Date shall not be considered.

3.2.6.2 The terms of supplemental agreements, if necessary, are the Bidders / Contractors responsibility and shall be totally consistent with the terms of the (Prospective) Contract, and shall not duplicate, negate, or further interpret any provisions of this Contract. The terms of the (Prospective) Contract shall take precedence over the Supplemental Agreement.

3.2.6.3 A problem with the supplemental agreement in any of the areas mentioned previously in this provision may result in a determination that the Bid is not compliant with the terms of the RFQ, and in rejection of the Bid, or termination for default of the Contract if the supplemental agreement is submitted after Contract award.

3.2.6.4 The Bidder should include a copy of the Technical Proposal Cross-Reference/Compliance Table (see §3.4.4) in the Administrative package, although the table is part of the Technical Proposal.

3.3 PREPARATION OF THE PRICE QUOTATION (PART 2)

3.3.1 Bidders shall prepare their Price Proposal in accordance with § 3.1.4 (b) by submitting one (1) ZIP file containing the completed electronic copy of the Bidding Sheets (Excel) provided with this RFQ under Book I, Annex A and B. The Bidder shall propose an accurate and complete price quotation in completing the Schedule of Supplies and Services as defined in these Bidding Instructions. No alteration of the form and pre-filled content of the Bidding Sheets is allowed, unless otherwise specified.

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

3.3.3 Bidders shall furnish Firm Fixed Prices for all required items in accordance with the format set forth in the Instructions for preparation of the Bidding Sheets.

3.3.4 Bidders shall prepare their Price Quotation by completing the yellow

highlighted sections of the Bidding Sheets in accordance with the instructions specified in Annex B.

3.3.5 Bidders shall quote in their own national currency or in EUR, the host nation currency. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:

- (a) The currency is of a "Participating Country" in the project, and
- (b) The Bidder can demonstrate, either through sub-contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major sub-contracts and their approximate anticipated value should be listed on a separate sheet and included with the Price Quotation.

3.3.6 The Purchaser, by virtue of its status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct taxes (incl. VAT) and all customs duties on merchandise imported or exported. The Contractor, therefore, shall certify that the prices stipulated in this Contract do not include amounts to cover such direct taxes or customs duties.

3.3.7 The Contractor shall be responsible for ensuring that its respective Sub-contractors are aware that the Purchaser is exempt from taxes and customs duties. The Contractor (and its respective Sub-contractors) shall be responsible for complying with all applicable national and local legal and administrative procedures to ensure that authorities do not attempt to assess taxes and customs duties on goods and property imported or exported through NATO member nation frontiers under this Contract nor assess direct taxation (VAT) on goods sold to the NCI Agency under this Contract. Bidders are reminded of the requirement to complete the certification to this effect in Annex C-5.

3.3.8 Unless otherwise specified in the instructions for the preparation of bidding sheets, all prices quoted in the proposal shall be DDP (Delivered Duty Paid) to specified destination, in accordance with the International Chamber of Commerce INCOTERMS 2020 and shall also cover all packaging, packing, preservation, insurance and transportation charges. Prices quoted shall include all costs for items supplied and delivered to final destination.

3.3.9 The Bidder's attention is directed to the fact that their Price Quotation shall contain no document and/or information other than the priced copies of the Bidding Sheets. Any other document of a contractual or technical nature will not be considered for evaluation and may be cause for a determination of non-compliance by the Purchaser.

3.3.10 When completing the Bidding Sheets, a unit price and total firm fixed price for each proposed element must be supplied on each and every CLIN line item. Bidders are required to insert price information in all cells marked in yellow in the Bidding Sheets. Prices should not be grouped. The prices and quantities entered on the document shall reflect the amount of the total items required to meet the contractual requirements. Partial quotations shall be rejected. The total price shall be indicated in the appropriate columns and in the currency quoted. If the price of a line item is expressed in different currencies, these shall be identified, and there shall be as many totals on that line item as there are currencies. In preparing the Price Quotation, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. The accuracy of the inputs of the Bidding Sheets is the responsibility of the Bidder. The Purchaser in its favour may resolve ambiguous computation of prices.

3.3.11 The Bidder shall furnish firm fixed price quotations, for all proposed items. Partial and/or contingent quotations shall be rejected.

3.3.12 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.

3.3.13 The Contractor shall be liable for all other taxes, assessments, fees, licenses, administrative charges or other Government assessments or charges which are applicable to the performance of this Contract. It is the Contractor's responsibility to inform itself of its liability in each country where such liability may arise.

3.3.14 Price Proposals specifying delivery or performance dates in variance dates exceeding the deadlines for completion of works indicated in the Schedule of Supplies and Services may be declared non-compliant.

3.3.15 The Bidder shall identify for each CLIN all significant sub-contractors and provide required information about their prospective sub-contractors whose estimated value of the subcontract is expected to equal or exceed EUR 125,000 using the "List of Prospective Sub-Contractors" form attached to Book I Annex C-10.

3.3.16 Bidders shall separately price the cost of Warranty. Zero values or the statement that the Bid price includes the cost of warranty are not allowed.

3.4 PREPARATION OF THE TECHNICAL PROPOSAL (PART 3)

3.4.1 Bidders shall submit their Technical Proposal in accordance to §3.1.4(c) an electronic package with separate documents in PDF or MS Office formats as required, containing all the information addressing the technical specifications and requirements of the stated in § 3.4.4 – 3.4.8. The Technical Proposal shall have a confirmation that all requirements in the SOW, Book II Part IV are included in the proposed solution.

3.4.2 Times New Roman” fonts in size 12 shall be used for normal text, and “Arial Narrow” fonts not smaller than size 10 for tables and graphics.

3.4.3 Table of Contents. Bidders shall compile a detailed Table of Contents which lists not only section heading but also major sub-sections, and topic heading required set forth in these instructions or implicit in the organisation of the Technical Proposal.

3.4.4 Technical Proposal Cross-Reference/Compliance Table. The Bidder shall include the completed Technical Proposal Cross-Reference Table from Annex D of Book I. The Bidder shall complete Column 4 of the Table, citing the appropriate section of the Technical Proposal that corresponds to each paragraph of these Instructions for the Preparation of the Technical Proposal. The completed Table serves as an index for the Purchaser's Technical Evaluation Panel and also as an aide memoire to the Bidder to ensure that all the required information has been provided in the Technical Proposal.

3.4.5 Section 1: Project Implementation Plan. The Bidder shall submit a preliminary Project Implementation Plan (PIP) in accordance with the requirements of § 2 of the SOW for the SEMARCIS capability (Book II Part IV), which clearly describes how the Bidder intends to implement the totality of the project in compliance with the contractual requirements and the following specific requirements:

3.4.5.1 Project Overview. The Bidder shall provide the Project Overview which shall provide an executive summary overview of the offered capability. The Project Overview shall also summarise the main features of each of the sections of the Technical Proposal and shall indicate in broad detail how the Project will be executed during the full lifetime of the Project.

3.4.5.2 The PIP shall include a preliminary Project Management Plan (PMP) that defines how the Bidder intends to manage this project from contract signature through Final System Acceptance and throughout any warranty periods. The PMP shall consider all aspects of project management and control and demonstrate how all the critical dates defined in the contract will be met.

3.4.5.3 The PIP shall include a Project Master Schedule (PMS) that shall contain all contract events and milestones for the Project. The PMS shall show all contractual deliverables, their delivery dates, and the tasks associated with them. The PMS shall for each task identify the start and finish dates, duration, predecessors, constraints, and resources. The PMS shall provide network, milestone, and Gantt views, and identify the critical path for the overall project.

3.4.4.4 The PIP shall include required security accreditation documents as described in the SoW, §8.

3.4.6 Project Personnel. The Bidder shall provide a curriculum vitae for the personnel proposed for this project listed in the SoW, § 2. The Bidder shall provide a narrative describing the rationale for the selection of these individuals for these posts and provide detailed descriptions of the relevant experience of the individuals and security clearance information. This subsection shall also describe the authority and responsibility (and the limits) of the Project Manager within the overall corporate organisation, including the circumstances at which the Project Manager must refer decision making authority to the next level of Corporate management.

3.5 Section 2: System Design and Integration

3.5.1 The Bidder shall describe how the SEMARCIS capability will be implemented with sufficient technical detail for the Purchaser to determine compliance with the SoW. For this purpose the Bidder shall provide in its Bid a draft System Design Specification (SDS) which shall include the information as required in the SoW, § 3.2.2.2, and the SDS shall demonstrate compliance with the System Requirements Specification (Annex A of the SoW) for the areas as mentioned in the SoW, § 3.2.2.2.

3.6 Section 3: Supportability

3.6.1 The Bidder shall describe the Supportability Programme aspects of the Bid presented in the SoW: §4 “Integrated Logistics Support (ILS)”, §5 “Configuration Management (CM)”, § 6 “Quality Assurance (QA)” including a description of the proposed Integrated Logistics Support (ILS), Configuration Management (CM), Quality Assurance (QA) activities. This description shall have provided in the relevant preliminary and draft documents, sufficient evidence to confirm that the Bidder will be able to meet the timelines in accordance with the requirements of the Schedule of Supplies and Services and the SoW. This description concisely addressed the Supportability Programme with a detailed description approach for the: Integrated Logistics Support Plan (ILSP), Maintenance Task Analysis (MTA), Level of Repair Analysis (LORA), Diminishing Manufacturing sources (DMS) and Warranty Report as detailed in the SOW Section 4; Configuration Management Plan (CMP) as detailed in the SOW Section 5; Quality Assurance (QA) Plan as detailed in SOW Section 6.

3.7 Section 4: Security Accreditation

3.7.1 The Bidder shall describe in Section 4 the Security-related Documentation (SRD) in support of the accreditation process as part of the preliminary PIP in accordance with §8 of the SoW:

- CIS Description;
- Security Risk Assessment (SRA) including SRA Report;
- System Specific Security Requirement Statement (SSRS);
- Security Operating Procedures (Sec OPs);
- Security Test and Verification Plan (STVP);
- Security Test and Verification Report (STVR); and Electronic Security Environment (ESE) Conformance statement (ESECS)

3.7.1.1 The CIS Description document shall at a minimum include but not limited to the following information:

- 1) Detailed technical description showing the main components and the high level as well as detailed information flows,
- 2) Description of all internal and external connections of the system,
- 3) List of hardware and software components used,
- 4) Overview of the security mechanism which are going to be implemented in the SEMARCIS DCIS.

3.7.1.2 Objective of the SRA is to define the security objectives of confidentiality, availability and integrity/authenticity of the designed SEMARCIS systems according to the particular services to be provided by the resulting SEMARCIS system, the values of the traffic and information stored and transported over the SEMARCIS system, and the nature and levels of the particular threats being identified.

3.7.1.3 The SRA shall include the following:

- 1) Identification of the scope and objective of the security risk assessment (which shall be agreed with the Purchaser and SAA);
- 2) Determination of the physical, personnel and information assets which contribute to the fulfilment of the mission of the SEMARCIS;
- 3) Determination of the value of the physical and personnel assets;
- 4) Determination of the value of the information assets against the following impacts: disclosure, modification, unavailability and destruction;
- 5) Identification of the threats and vulnerabilities to the risk environment and their level;
- 6) Identification of existing countermeasures;
- 7) Determination of the necessary countermeasures and a comparison with existing measures; identifying those countermeasures; which are already installed and identifying those countermeasures; which are recommended.

3.7.1.4 SSRS shall include the following:

- 1) Describe the minimum levels of security deemed necessary to countermeasure the risk(s) identified in a risk assessment;
- 2) have a unique identifier for each security requirement;
- 3) Indicate mandatory and recommended Security Mechanisms (SMs).

3.7.1.5 Sec OPs for the SEMARCIS, as a minimum, shall include following sections:

- 1) Administration and organisation of security, including points of contact;
- 2) Personnel security, physical security, security of information;
- 3) CIS Security;
- 4) Incident and emergency procedures;
- 5) Configuration management;
- 6) Acceptable use policy.

3.7.1.6 Sec OPs shall also cover all security requirements identified in the SRA and SSRS which are not fully fulfilled by technical countermeasures. For example, following security procedures should be addressed (not exhaustive list):

- 1) System configuration and maintenance;
- 2) System backup;
- 3) System recovery, etc.

3.7.1.7 The STVP shall describe the security testing and verification of the CIS Security measures to be implemented for SEMARCIS. A complete and detailed sequence of steps to be followed proving that the security mechanisms designed into SEMARCIS enforce the security requirements identified in the SEMARCIS SSRS.

3.7.1.8 For each security test the following details shall be identified:

- 1) The objective of the security test;
- 2) An outline description of the security test;
- 3) A description of the execution of the security test (too include technical instructions how to conduct the test);
- 4) The pass criteria for the security test.

3.7.1.9 The Bidder shall describe the STVR for every instance of security testing conducted based on the STVP ensuring that the STVP defines a complete and detailed sequence of steps to be followed to prove that the security mechanisms designed into SEMARCIS enforce the security requirements identified in the SEMARCIS SSRS.

3.7.1.10 For each security test the following details shall be identified:

- 1) Test ID;
- 2) An outline description of the security test;
- 3) The pass criteria for the security test;
- 4) Detailed results of the security tests;
- 5) Test status (e.g. in progress, passed, failed)
- 6) Test completion (in per cent);
- 7) Failure severity (e.g. critical, serious, major, less important, none);
- 8) Test date;
- 9) An info about who conducted the test;
- 10) An information about who witness the test

3.7.1.11 STVR SHALL contain overall test summary details:

- 1) Identification of the element under tests (SEMARCIS deployable kit(s));
- 2) Tests starting date;
- 3) Tests finishing date;
- 4) Amount of all tests to be conducted;
- 5) Amount of tests executed;
- 6) Tests passed;

- 7) Tests failed;
- 8) Tests still in progress

3.7.1.12 Electronic Security Environment (ESE) Conformance statement (ESECS)

The Bidder shall acknowledge in a statement that the requirement for this document as stated in § 8.4.9.7 is understood and will be met.

3.8 Section 5: Testing and Acceptance

3.8.1 The Bidder shall in this section demonstrate how it can meet the SEMARCIS capability testing requirements and conducting all related activities. This includes the development of all test documentation required, the conduct of all testing and the evaluation and documentation of the tests results as specified in § 7 of the SoW.

3.9 Section 6: Manufacturers Datasheets

3.9.1 The Bidder shall provide as part of the SDS, manufacturers datasheets for all equipment, demonstrating compliance with the requirements stated in the SRS under the § 3 of the SoW.

3.9 Bidder Qualifications. The Bidder shall have qualifications demonstrating that they have the technical and managerial skills to guarantee success.

3.10 Additional materials such as brochures, sales literature, product endorsements and unrelated technical or descriptive narratives shall not be included in the Technical Proposal.

3.11 **Packaging and Marking of Bids**

3.11.1 All copies of the Administrative Package, Price Quotation, and the Technical Proposal shall be segregated and **not password protected**. Three emails shall be sent in accordance to § 2.3.3 of Book I.

4 **BID EVALUATION**

4.1 **GENERAL**

4.1.1 The evaluation of bids will be made by the Purchaser solely on the basis of the requirements in this RFQ. Failure to address any of the bidding requirements in this RFQ or omission of the critical information may result in a determination of non-compliance for the entire Bid.

4.1.2 The evaluation of bids and the determination as to the compliance or technical adequacy of the supplies and services offered will be based only on that information furnished by the Bidder and contained in its bid. The Purchaser shall not be responsible for locating or securing any information which is not included in the bid.

4.1.3 The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this RFQ.

4.1.4 During the evaluation, the Purchaser may request clarification of the bid from

the Bidder, and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the bid and to permit the Bidder to state its intentions regarding certain statements contained therein. The Bidder is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to its price quotation at any time.

4.1.5 The Bidder's prompt response to the Purchaser's RFQ clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests may cause the bid to be deemed non-compliant.

4.1.6 The evaluation will be conducted in accordance with the Procedure Governing the Use of Basic Ordering Agreements concluded by the NATO Communications and Information Agency – 2019 version set forth in the NATO document AC/4-D(2019)0004 (INV).

4.1.7 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, evaluation will be carried out in the following two areas: Part 2 - Price, Part 3 - Technical.

4.1.8 All administrative compliant Bids will be reviewed for price compliancy. The Contract resulting from this RFQ will be awarded to the bidder whose offer, as evaluated by the Purchaser, is the lowest priced bid and in compliance with the requirements of this RFQ.

4.2 ADMINISTRATIVE CRITERIA

4.2.1 Prior to commencement of the Price and Technical evaluation, Bids will be reviewed for compliance with the Bid Submission Requirements of this RFQ. These are as follows:

- (a) The Bid was received by the Bid Closing Date and Time,
- (b) The Bid was packaged and marked properly (as per §3.5).
- (c) The Administrative Package contains all the requested signed originals of the required Certificates in Annex C hereto.
- (d) The Administrative Package contained the Bid Guarantee in the proper amount, in the proper form and for the established length of time.

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

4.2.3 If it is discovered, during either the Price or Technical evaluation, that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned its offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work, the Bidder may be determined to have submitted a non-compliant bid.

4.3 PRICE CRITERIA

4.3.1 The Bidder's Price Quotation

4.3.1.1 The Bidder's Price Quotation will be first assessed for compliance against the standards detailed in the following paragraphs. A bid which fails to meet the compliance standards defined in this section may be declared non-compliant and may not be evaluated further by the Purchaser.

4.3.1.2 The Price Quotation meets the requirements for preparation and submission of the Price Quotation set forth in the Bid Preparation Section (§3) and the Instructions for Bidder's Bidding Sheets (Annex B hereto), in particular:

- a. The Bidder has furnished Firm Fixed Prices for all items listed. Prices cannot be embedded/included in other prices. Not having provided a price for all items as required per the Bidding Sheets, i.e. to fill out **all** yellow fields, may render the bid non-compliant.
- b. All pricing data, i.e., quantities, unit prices, has been provided as reflected in the Bidding Sheets.
- c. Bid prices include all costs for items supplied, delivered, and supported.
- d. All prices have been accurately entered into appropriate columns, and accurately summed up.
- e. The Bidder has provided accurate unit price, and total price for each line item and sub-item (if any). The prices of the sub-items (if any) total the price of the major item of which they constitute a part.
- f. The totals per CLIN and the bid grand total are accurate.
- g. The currency of all line items has been clearly indicated. Line items with multiple currencies contain as many totals on that line item as there are identified currencies.
- h. The Bidder has quoted in its own national currency or in the Host Nation currency, Euros. Where multiple currencies including other NATO member states' currencies are quoted, the conditions of §3.3.4 are met.
- i. The Bidder has indicated that in accordance with the treaties governing the terms of business with NATO, it excluded from its prices all taxes, duties and customs charges from which the Purchaser has been exempted.
- j. Price quotes for each individual item(s) and totalled prices are accurate, realistic (based on historic data, and/or market and competitive trends in the specified industrial sector(s)), adequate and traceable.

4.3.1.3 Price Quotation does not contain any document and/or information other than the priced copies of the Bidding Sheets. Any other document of a contractual or technical nature will not be considered for evaluation and may be cause for a

determination of non-compliance by the Purchaser.

4.3.1.4 The Price Quotation meets requirements for price realism and balance as described in §4.3.4.

4.3.1.5 Completed Bidding Sheets shall show that the offered delivery schedule meets the mandatory delivery requirements of the Prospective Contract.

4.3.2 Basis of Price Comparison and Award(s)

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

4.3.2.2 The price comparison will be based on the offered Grand Total Firm Fixed Price which includes all CLINs in the Bidding Sheet.

4.3.3 Inconsistencies and discrepancies in bid price quotation

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

4.3.3.1.1 PDF copy of the completed Bidding Sheets

(a) Schedule of Supplies and Services Total to be Evaluated Bid Price as indicated by the Bidder

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

4.3.3.1.2 Microsoft Excel copy of the completed Bidding Sheets

(a) Schedule of Supplies and Services Total to be Evaluated Bid Price as indicated by the Bidder

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

4.3.4 Price Realism

4.3.4.1 Otherwise successful Bidders that submit a price quotation so low that it is not a realistic reflection of the objective cost of performance of the associated technical proposal may be considered by the Purchaser to have submitted an unrealistic offer and that offer may be determined to be non-compliant.

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

- a. Labour Costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the Bidders locality for the types of labour proposed.
- b. Direct Material costs that are considered to be too low for the amounts and types of material proposed, based on prevailing market prices for such material.
- c. Numerous Line Item prices for supplies and services that are provided at no cost or at nominal prices.

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

- a. An error was made in the preparation of the Price Quotation. In such a case, the Bidder must document the nature of the error and show background documentation concerning the preparation of the Price Quotation that makes a convincing case that a mistake was made by the Bidder. In such a case, the Bidder shall petition the Purchaser to both remain in the competition and accept the Contract at the offered price, or to withdraw from the competition.
- b. The Bidder has a competitive advantage due to prior experience or industrial/technological processes that demonstrably reduce the costs of Bidder performance and therefore the price offered is realistic. Such an argument must support the technical proposal offered and convincingly and objectively describe the competitive advantage and the net savings achieved by this advantage over standard market practices and technology.
- c. The Bidder recognises that the submitted Price Quotation is unrealistically low compared to its cost of performance and, for business reasons, the Bidder is willing to absorb such a loss. Such a statement can only be made by the head of the business unit submitting the Bid and will normally be made at the level of Chief Operating Officer or Chief Executive Officer. In such a case, the Bidder shall estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such reduction in revenue.

4.3.4.4 If a Bidder fails to submit a comprehensive and compelling response on one of the bases above, the Purchaser may determine the Bid submitted as non-compliant. If the Bidder responds on the basis of a) above and requests to withdraw from the competition, the Purchaser may, depending on the nature and gravity of the mistake, allow the Bidder to withdraw.

4.3.4.5 If the Purchaser accepts the Bidder's explanation of mistake in § 4.3.4.3 (a) and allows the Bidder to accept the Contract at the offered price, or the Purchaser accepts the Bidder's explanation pursuant to § 4.3.4.3 (c), the Bidder shall agree that the supporting pricing data submitted with its Bid will be incorporated by reference in the resultant Contract. The Bidder shall agree as a condition of Contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for

modifications of or additions to the Contract and that no revisions of proposed prices will be made.

4.3.4.6 If the Bidder presents a convincing rationale pursuant to § 4.3.4.3 (b), no additional action will be warranted. The Purchaser, however, reserves its right to reject such an argument if the rationale is not compelling or capable of objective analysis. In such a case the Bid may be determined to be non-compliant.

4.4 TECHNICAL CRITERIA

4.4.1 Upon determination of the lowest-priced Bid as described above, the Bid shall be evaluated to confirm compliance with the criteria associated with the respective sections of the Technical Proposal.

4.4.2 Technical Proposal

4.4.2.1 The Bidder shall have provided a Technical Proposal which includes all of information required in § 3.4.4 - §3.9.

4.4.3 Table of Contents

4.4.3.1 The Bidder shall have provided a Table of Contents as required by Paragraph 3.4.3.

4.4.4 Technical Proposal Cross Reference Matrix Table

The Bidder has included a completed Technical Proposal Cross Reference Matrix Table as per Book I Annex D Cross Reference/Compliance Table.

4.4.5 Section 1: Project Implementation Plan

4.4.5.1 The Bidder shall have submitted a preliminary Project Implementation Plan (PIP) in accordance with the requirements of § 2.3 of the SoW; which, clearly describes how the Bidder intends to implement the totality of the project in compliance with the contractual requirements and the following specific requirements.

4.4.5.2 The Bidder shall have provided the Project Overview which includes an executive summary overview of the offered capability. The Project Overview shall also have summarised the main features of each of the sections of the Technical Proposal and shall have indicated in broad detail how the project will be executed during the full lifetime of the project.

4.4.5.3 The PIP shall have included a preliminary Project Management Plan in accordance with the requirements of § 2.3.5.2 of the SoW that defines how the Bidder intends to manage this project from contract signature through Final System Acceptance and throughout any warranty periods. The PMP considered all aspects of project management and control and demonstrated how all the critical dates defined in the contract will be met.

4.4.5.4 The PIP shall have included a preliminary Project Master Schedule (PMS) in accordance with the requirements of § 2.3.5.3 of the SoW containing all contract events and

milestones for the project. The PMS shall show all contractual deliverables, delivery dates, and the tasks associated with them. The PMS shall for each task have identified the start and finish dates, duration, predecessors, constraints, and resources. The PMS shall have provided network, milestone, and Gantt views, and identify the critical path for the overall project.

4.4.5.5 The Bidder shall provide a curriculum vitae for the personnel proposed for this project listed in SOW § 2.2.2. The Bidder shall have provided a narrative describing the rationale for the selection of the Project Team for key posts and have provided detailed descriptions of the experience of the individuals in managing similar procurement programmes. This section shall have described the authority and responsibility (and the limits) of the Project Manager within the overall corporate organisation. The narrative must confirm that the Project Manager has access to the corporate resources required to successfully perform the Contract.

4.4.5.6 The Bidder shall identify all activities related to the security accreditation process according the SoW § 8.4 in the preliminary Project Implementation Plan (PIP) and in the Project Management Plan (PMP).

4.4.6 Section 2: System Requirements and Integration

4.4.6.1 The Bidder shall have provided a draft System Design Specification (SDS) with the information as required in the SoW, § 3.2.2.2, and the SDS demonstrating compliance with the System Requirements Specification (Annex A of the SoW) for the areas:

- 1) Physical breakdown of the SEMARCIS capability into Hardware, Software and Firmware Configuration Items (CI, refer to §5.4 for CI identification).
- 2) Integration of the SEMARCIS capability Hardware and Software components with the PFS and PFE, demonstrating meeting the Functional Requirements, including a brief motivation for the selection of the components, a description of the components with their settings, and a network diagram.
- 3) Physical design demonstrating meeting the requirements for Packaging, Size and Weight.
- 4) Manufacturer datasheets of all equipment, demonstrating compliance with the Environmental Requirements (A.6) and the Equipment Miscellaneous Requirements (A.7).

4.4.7 Section 3: Integrated Logistics Support

4.4.7.1 The Bidder shall describe the Supportability Programme aspects of the Bid described in the SOW: § 4 “Integrated Logistics Support (ILS)”, §5 “Configuration Management (CM)” and §6 “Quality Assurance (QA)”, concisely addressed in Integrated Logistics Support Plan (ILSP), Maintenance Task Analysis (MTA), Level of Repair Analysis (LORA), Diminishing Manufacturing sources (DMS), Warranty Report, Configuration Management Plan (CMP) and Quality Assurance (QA) Plan.

4.4.7.2 Integrated Logistics Support Plan (ILSP): The Bidder shall provide a preliminary ILSP as detailed in the SOW, § 4 that shall include the structure and foreseen content with initial details for this plan in the proposal phase so to show the concept of the activity. The preliminary ILSP that shall describe:

- The Bidder's plans, organizational structure, procedures and activities implemented, followed and performed to ensure that logistics and the logistics support elements influence and interface with system design and other functional areas, to satisfy supportability criteria;
- The Bidder's plans for the management control, interface, and integration of all elements of the Bidder's Integrated Logistics Support with the system engineering and design processes;
- The interface of the Bidder's ILS structure and the overall design process with his subcontractors, vendors and suppliers
- The policies, procedures, constraints and methodologies to ensure the logistic requirements are achieved and to refine the support to the system;
- The Bidder's approach and plans for each logistic element:
 - Reliability Availability Maintainability and Testability (RAMT),
 - Logistics Support Analysis (LSA) including Logistic Data and Supply Support,
 - Packaging Handling Storage and Transportation (PHST),
 - Parts Obsolescence Management,
 - Technical Manuals,
 - Training.
- The schedule of the supportability activities and a detailed description of the interaction of the ILS activities with the other activities performed.

4.4.7.3 Maintenance Task Analysis (MTA): The Bidder shall provide a preliminary MTA that shall include the structure and foreseen content with initial details so to show the concept, understanding and commitment of the activity. The preliminary MTA shall cover hardware and software and shall summarize the maintenance planning:

- Analysing the results of the FMECA to identify candidate corrective maintenance tasks;
- Identifying procedures, spares and materials, tools, support equipment, personnel skill levels, estimated and elapsed times as well as any facility issues that must be considered for a maintenance task;
- Identifying scheduled maintenance tasks and develop a scheduled maintenance programme that is consistent with the maintenance concept described for the intended use of the system. The decision logic used for task selection shall implement the following priorities:
 - Avoidance of safety and mission critical failures;
 - Achievement of system availability requirements;

- Sustainability of deployed operations in accordance with the intended use and the logistics support environment of the system;
- Minimization of Life Cycle Cost;
- Identifying the operation support tasks required to support operational readiness of the system;
- Assessing for each maintenance task: skill levels, tools and test equipment required, facilities, spares and consumables, duration.

4.4.7.4 Level of Repair Analysis (LORA): The Bidder shall provide a preliminary LORA that shall include the structure and foreseen content with initial details so to show the concept, understanding and commitment of the activity. The preliminary LORA shall recommend the most cost efficient solution for the level at which each maintenance task should be performed and the decision to repair or discard unserviceable LRUs:

- Generating a LORA candidate list containing those items whose maintenance task is not clearly allocated as NATO Maintenance Task (NMT) or Industry Maintenance Task (IMT) as a consequence of the MTA and for which a repair/discard decision is not immediately evident;
- Determining the level (HL1-4 or SL1-4) and the location at which each maintenance task should be performed, including detail on any NMT for which specific limited support by industry personnel is recommended.

4.4.7.5 Diminishing Manufacturing Sources (DMS): The Bidder shall provide a preliminary DMS Report to show the concept, understanding and commitment of the activity to be developed during the contract execution on potential obsolescence problems or risks and mitigation strategies.

4.4.7.6 Warranty Report: The Bidder shall provide a preliminary Warranty Report to show the concept, understanding and commitment of the activity to be developed during the contract execution.

4.4.7.7 Configuration Management: The Bidder shall provide a draft Configuration Management Plan (CMP) as detailed in the SOW Section 5. The draft CMP shall at least cover how the CM process will be planned, managed, resourced, executed and provided including the organization and personnel, CM tools, directives and standards, meetings, reviews and deliverables (baselines, documents, CMDB etc.). This shall address all the CM sections (Organization, Configuration identification and Documentation, Baselines, Configuration control, Interface management, Change request Process, Configuration Status Accounting, Configuration Audits and Reviews and Configuration Management Tools). The draft CMP shall provide sufficient information that the CM processes and organization are in place for the project in accordance with required standards.

4.4.7.8 Quality Assurance: The Bidder shall provide a draft Quality Assurance (QA) Plan as detailed in SOW Section 6. The draft QA Plan shall provide sufficient information that the Quality Management processes and organization are in place for the project in accordance with required standards. The draft QAP shall detail QA procedures for requirements analysis, design, development, production, installation, test, acceptance, certification, support, defects

and corrective actions, documentation, reviews and audits including subcontractor management specified for this project.

4.4.8 Section 4: Security Accreditation

4.4.8.1 The Security Accreditation Plan for the SEMARCIS is to be developed by the Purchaser and presented for approval to the SAA. This document will be made available to the Contractor **after contract award**.

4.4.8.2 The Security-related Documentation (SRD) in support of the accreditation process is comprised of the following documents to be provided by the Bidder:

- CIS Description;
- Security Risk Assessment (SRA) including SRA Report;
- System Specific Security Requirement Statement (SSRS);
- Security Operating Procedures (Sec OPs);
- Security Test and Verification Plan (STVP);
- Security Test and Verification Report (STVR);
- Electronic Security Environment (ESE) Conformance statement (ESECS) **{The ESE/ESECS is not part of the technical evaluation; the Bidder is requested to acknowledge in a statement that the requirement for this document as stated in § 8.4.9.7 is understood and will be met}**

4.4.8.2.1 The CIS Description document shall at a minimum include but not limited to the following information:

- 5) Detailed technical description showing the main components and the high level as well as detailed information flows,
- 6) Description of all internal and external connections of the system,
- 7) List of hardware and software components used,
- 8) Overview of the security mechanism which are going to be implemented in the SEMARCIS DCIS.

4.4.8.2.2 Objective of the SRA is to define the security objectives of confidentiality, availability and integrity/authenticity of the designed SEMARCIS systems according to the particular services to be provided by the resulting SEMARCIS system, the values of the traffic and information stored and transported over the SEMARCIS system, and the nature and levels of the particular threats being identified.

4.4.8.2.2.1 The SRA shall include the following:

- 1) Identification of the scope and objective of the security risk assessment (which shall be agreed with the Purchaser and SAA);

- 2) Determination of the physical, personnel and information assets which contribute to the fulfilment of the mission of the SEMARCIS;
- 3) Determination of the value of the physical and personnel assets;
- 4) Determination of the value of the information assets against the following impacts: disclosure, modification, unavailability and destruction;
- 5) Identification of the threats and vulnerabilities to the risk environment and their level;
- 6) Identification of existing countermeasures;
- 7) Determination of the necessary countermeasures and a comparison with existing measures; identifying those countermeasures; which are already installed and identifying those countermeasures; which are recommended.

4.4.8.2.3 SSRS shall include the following:

- 2) Describe the minimum levels of security deemed necessary to countermeasure the risk(s) identified in a risk assessment;
- 2) have a unique identifier for each security requirement;
- 3) Indicate mandatory and recommended Security Mechanisms (SMs).

4.4.8.2.4 Sec OPs for the SEMARCIS, as a minimum, shall include following sections:

- 1) Administration and organisation of security, including points of contact;
- 2) Personnel security, physical security, security of information;
- 3) CIS Security;
- 4) Incident and emergency procedures;
- 5) Configuration management;
- 6) Acceptable use policy.

4.4.8.2.4.1 Sec OPs shall also cover all security requirements identified in the SRA and SSRS which are not fully fulfilled by technical countermeasures. For example, following security procedures should be addressed (not exhaustive list):

- 1) System configuration and maintenance;
- 4) System backup;
- 5) System recovery, etc.

4.4.8.2.5 The STVP shall describe the security testing and verification of the CIS Security measures to be implemented for SEMARCIS. A complete and detailed sequence of steps to be followed proving that the security mechanisms designed into SEMARCIS enforce the security requirements identified in the SEMARCIS SSRS.

4.4.8.2.5.1 For each security test the following details shall be identified:

- 1) The objective of the security test;
- 2) An outline description of the security test;

- 3) A description of the execution of the security test (too include technical instructions how to conduct the test);
- 4) The pass criteria for the security test.

4.4.8.2.6 The Bidder shall describe the STVR for every instance of security testing conducted based on the STVP ensuring that the STVP defines a complete and detailed sequence of steps to be followed to prove that the security mechanisms designed into SEMARCIS enforce the security requirements identified in the SEMARCIS SSRS.

4.4.8.2.6.1 For each security test the following details shall be identified:

- 1) Test ID;
- 2) An outline description of the security test;
- 3) The pass criteria for the security test;
- 4) Detailed results of the security tests;
- 5) Test status (e.g. in progress, passed, failed)
- 6) Test completion (in per cent);
- 7) Failure severity (e.g. critical, serious, major, less important, none);
- 8) Test date;
- 9) An info about who conducted the test;
- 10) An information about who witness the test

4.4.8.2.6.2 STVR SHALL contain overall test summary details:

- 1) Identification of the element under tests (SEMARCIS deployable kit(s));
- 2) Tests starting date;
- 3) Tests finishing date;
- 4) Amount of all tests to be conducted;
- 5) Amount of tests executed;
- 6) Tests passed;
- 7) Tests failed;
- 8) Tests still in progress

4.4.8.2.6.3 Electronic Security Environment (ESE) Conformance statement (ESECS)

The Bidder shall acknowledge in a statement that the requirement for this document as stated in § 8.4.9.7 is understood and will be met.

4.4.9 **Section 5: Testing and Acceptance**

4.4.9.1 The Bidder shall have demonstrated in Section 4 how it can meet the Testing and Acceptance requirements as specified in § 7 of the SoW.

4.4.10 **Section 6: Manufacturers Datasheets**

4.4.10.1 The Bidder shall have provided a manufacturer's datasheet of all equipment, demonstrating compliance with the requirements stated in the SRS under the § 3 of the SoW.

ANNEX A – BIDDING SHEETS

MS Excel File:

RFQ-CO-115177-SEMARCIS

Book I-Annex A

Bidding Sheets (Please see attachment)

ANNEX B - INSTRUCTIONS FOR THE PREPARATION OF BIDDING SHEETS

1. INTRODUCTION

Bid pricing requirements as addressed in this Annex are mandatory. Failure to abide to the prescriptions of bid submission referred in this section may lead to the bid being declared non-compliant and not being taken into consideration for award.

No alteration of the bidding sheets including but not limited to quantity indications, descriptions or titles are allowed with the sole exception of those explicitly indicated as allowed in this document. Additional price columns maybe added if multiple currencies are bid, including extra provisions for all totals.

2. GENERAL REQUIREMENTS

Bidders shall follow the specific instructions provided in each worksheet.

Bidders shall insert information in all yellow cells.

The prices and quantities entered on the document shall reflect the total items required to meet the contractual requirements. The total price shall be indicated in the appropriate columns.

In preparing the Bidding Sheets, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part.

All metrics (e.g., cost associated with labour) will be assumed to be standard or normalised to 7.6 hour/day, for a five day working week at NATO sites and Contractor facilities located within Europe and 8 hours/day at NATO sites and Contractor facilities located in the United States.

Should the bid be in other than Euro currency, the award of the contract will be made in the currency or currencies of the bid.

Bidders are advised that formulae are designed to ease evaluation of the bidders proposal have been inserted in the electronic copies of the Bidding Sheets. Notwithstanding this the Bidder remains responsible for ensuring that their figures are correctly calculated and should not rely on the accuracy of the formulae electronic copies of the Bidding Sheets.

If the Bidder identifies an error in the spreadsheet, it should notify the Purchaser who will make a correction and notify all the bidders of the update.

Any discounted or reduced prices offered by the bidder must be traceable to a CLIN or CLINs at the lowest level. Prices and detail of the traceability of application of the discount shall be clearly identified in the supporting detail sheets and applied at the unit price level.

3. STRUCTURE OF BIDDING SHEETS.

The Bidding Sheets provided in MS Office Excel format are organised according to the following structure:

3.1 Instructions

3.2 Section 1. Offer Summary

3.3 Section 2. CLIN Summary sheets

3.4 Section 3. Detailed Bidding sheets

4. COMPLETING SECTION 1 (Offer Summary Sheet)

Section 1 of the bidding sheets is the Offer Summary sheet that is intended to summarize all the CLINs & CLIN Summary sheets.

5. COMPLETING SECTION 2 (CLIN Summary Sheet)

Section 2 corresponds to the Schedule of Supplies and Services of the Prospective Contract. Each Work Package (WP) included in the contract is represented by a detailed schedule showing the Contract Line Items (CLINs) included within the scope of the Work Package (Detailed bidding sheet tabs) and a detailed cost breakdown attached to each WP schedule.

5.1 Filling the CLIN Summary Sheet

Bidders shall fill in the CLIN summary sheet based on the information provided in the detailed bidding sheets (CLIN Price Breakdown sheets). The detailed bidding sheets are broken down in to the categories listed in Section 5. Bidders are expected to aggregate the prices in the detailed bidding sheets that make up the line items in the CLIN summary sheet. The line items in the CLIN Summary Sheet shall be all INCLUSIVE of the price being bid in order to fulfil the requirement for the line item in the CLIN Summary Sheet. Bidders shall make sure that the total price indicated in the Detailed Bidding Sheets matches the price stated in the CLIN summary sheet for the same corresponding CLIN or sub-CLIN. The Offer Summary is linked to the CLIN Summary Sheet to provide a high level summary.

Bidders shall make sure that they have filled all delivery dates in yellow and that these dates comply with the time limits specified in each worksheet and are in accordance with the dates proposed in the proposed Project Master Schedule (Book II, Part 3 – SOW, Section 3.2).

6. COMPLETING SECTION 3 (Detailed Bidding Sheets)

Bidders are instructed to prepare their cost proposals in sufficient detail to permit thorough and complete evaluation. For each of the CLINs the Bidder shall use the separate Sheets as provided, adding additional sheets if multiple currencies are used. Change the currency in the header of the Sheets if necessary.

6.1. MATERIAL

A. Purchased Parts: Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing.

1. Raw Material: Consists of material in a form or state that requires further processing. Provide priced quantities of items required for the proposal. Show total cost.

2. Standard Commercial Items: Consists of items that the Bidder normally fabricates, in whole or in part, and that are generally stocked in inventory. Provide an appropriate explanation of the basis for pricing on attached schedule.

3. The bidder shall provide a level of detail down the unique sellable item level (e.g. A server, a laptop, a printer)

4. The bidder shall provide unit prices that shall be EXCLUSIVE of any applicable overhead, general and administrative costs, profit, costs associated to travel, per-diem and/or incidentals as well as Personnel Installation costs at the sites of performance. Factors for overhead shall be applied in the MATERIAL LABOUR OVERHEAD section of the detailed bidding sheet to the total cost of material.

6.2. DIRECT LABOUR

Show the hourly rate by year and the total hours for the categories and disciplines of direct labour proposed. Unit prices shall be EXCLUSIVE of any applicable overhead, general and administrative costs, profit, costs associated to travel, per-diem and/or incidentals as well as Personnel Installation costs at the sites of performance. Factors for overhead shall be applied in the DIRECT LABOUR OVERHEAD section of the detailed bidding sheet to the total cost of direct labour.

6.3 SUBCONTRACT LABOUR

Show the hourly rate by year and the total hours for the categories and disciplines of subcontract labour proposed

Unit prices shall be EXCLUSIVE of any applicable overhead, general and administrative costs, profit, costs associated to travel, per-diem and/or incidentals as well as Personnel Installation costs at the sites of performance. Factors for overhead shall be applied in the SUBCONTRACT LABOUR OVERHEAD section of the detailed bidding sheet to the total cost of subcontract labour.

6.4 TRAVEL

Show the number of trips being made, the number of people travelling, the number of days per trip, the cost of traveling (e.g. flight costs), and the daily per diem rate.

Insert comments/descriptions/references/explanation of calculation method under the 'Notes' column including the location & reference to SOW.

6.5 OTHER DIRECT COSTS

- Special Tooling/Equipment. Identify and support specific equipment and unit prices. Use a separate schedule if necessary.
- Individual Consultant Services. Identify and support the proposed contemplated consulting. State the amount of services estimated to be required and the consultant's quoted daily or hourly rate.
- Other Costs. List all other direct charge costs not otherwise included in the categories described above (e.g., services of specialized trades, computer services, preservation, packaging and packing, leasing of equipment, ex-pat costs etc.) and provide bases for pricing.

7. GRAND TOTAL

This is the Bidders final Firm Fixed Price total for the identified CLIN or sub-CLIN and should match the price entered in the corresponding Offer Summary Sheet in section 1 of the bidding sheets.

ANNEX C – CERTIFICATES

ANNEX C-1

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

FULL NAME OF CORPORATION: _____

DIVISION (IF APPLICABLE): _____

SUB DIVISION (IF APPLICABLE): _____

OFFICIAL MAILING ADDRESS _____

E-MAIL ADDRESS: _____

TELEFAX No: _____

POINT OF CONTACT REGARDING THIS BID:

NAME: _____

POSITION: _____

TELEPHONE: _____

ALTERNATIVE POINT OF CONTACT:

NAME: _____

POSITION: _____

TELEPHONE: _____

Date

Signature of Authorised Representative

Printed Name

Title

Company

ANNEX C-2

CERTIFICATE OF INDEPENDENT DETERMINATION

1. Each Bidder shall certify that in connection with this procurement:
 - a. This Bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;
 - b. The contents of this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor, and
 - c. No attempt has been made, or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.

2. Each person signing this Bid shall also certify that:
 - a. He/she is the person in the Bidder's organisation responsible within that organisation for the decision as to the bid and that he/she has not participated and will not participate in any action contrary to 1(a) through 1(c) above, or
 - b. (i) He/she is not the person in the Bidder's organisation responsible within that organisation for the bid but that he/she has been authorised in writing to act as agent for the persons responsible for such a decision in certifying that such persons have not participated, and will not participate in any action contrary to 1(a) through 1(c) above, and as their agent does hereby so certify, and
 - (ii) He/she has not participated and will not participate in any action contrary to 1(a) through 1(c) above.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-3

CERTIFICATE OF BID VALIDITY

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-4

CERTIFICATE OF UNDERSTANDING

I certify that

.....
.....(*Company Name*) has
read and fully understands the requirements of this Request for Quote (RFQ) and
that the Bid recognises these requirements in total.

I also certify to the best of my expert knowledge that this Bid is within the "state
of art" boundaries as they exist at the time of bidding for this project.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-5

CERTIFICATE OF EXCLUSION OF TAXES, DUTIES AND CHARGES

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-6

ACKNOWLEDGEMENT OF RECEIPT OF RFQ AMENDMENTS

I confirm that the following Amendments to Request for Quote No RFQ-CO-115177-SEMARCIS have been received and the Bid as submitted reflects the content of such Amendments:

Amendment Number	Date Issued	Date of Receipt

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-7

**DISCLOSURE OF REQUIREMENTS FOR NCI AGENCY EXECUTION
OF SUPPLEMENTAL AGREEMENTS**

I, the undersigned, as an authorised representative of
.....(*Company Name*), certify the following statement:

1. All supplemental agreements, defined as agreements, documents and/or permissions outside the body of the Contract but required by my Government, and the governments of my sub-Contractors, to be executed by the NCIA as a condition of my firm’s performance of the Contract, have been identified, as part of the Bid.

2. These supplemental agreements are listed as follows:

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

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

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-8

**CERTIFICATION OF NATO MEMBER COUNTRY ORIGIN OF
DELIVERED EQUIPMENT, SERVICES, MATERIALS AND
INTELLECTUAL PROPERTY RIGHTS**

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-9

COMPREHENSION AND ACCEPTANCE OF CONTRACT SPECIAL PROVISIONS AND GENERAL PROVISIONS

The Bidder hereby certifies that it has reviewed the Contract Special and General Provisions set forth in the Prospective Contract, Book II of this Request for Quote. 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 it will accept and abide by the stated Special Contract Provisions if awarded the contract as a result of this Request for Quote.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-10

LIST OF PROSPECTIVE SUB-CONTRACTORS/CONSORTIUM MEMBERS

Name and Address of Sub-Contractor, incl. country of origin/registration	Primary Location of Work	Items/Services to be Provided	Estimated Value of Sub-Contract

If no sub-Contractors/consortium members are involved, state this here:

.....

.....
 Date

.....
 Signature of Authorised Representative

.....
 Printed Name and Title

.....
 Company

ANNEX C-11

CERTIFICATE OF AQAP 2110 OR ISO 9001:2015 COMPLIANCE

I hereby certify that (*Company Name*) is fully compliant with the AQAP 2110 or ISO 9001:2015 Quality Assurance Standards and Procedures and is currently so certified.

A copy of the certification is attached herewith.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-12
LIST OF KEY PERSONNEL WITH SECURITY CLEARANCE INFORMATION

Name	Level of Clearance	Dates of Validity	Certifying Authority	Expected date of release of required Security Clearance

ANNEX C-13

Disclosure of Involvement of Former NCI Agency Employment

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

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

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

- Have not held employment with NCI Agency within the last two years.
- Has obtained a signed statement from the former NCI Agency personnel below, who departed the NCI Agency within the last two years, that they were not previously involved in the project under competition (as defined in the extract of the NCI Agency Code of Conduct provided in Excerpt of NCI Agency AD. 05.00, Code of Conduct dated May 2017):

Employee Name	Former NCIA Position	Current Company Position

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

Date :

Signature :

Name & Title :

Company :

Bid Reference :

Article 14 PROCUREMENT AND CONTRACTORS

- 14.1 NCI Agency Personnel are required to maintain unquestionable integrity and impartiality in relation to procurements initiated by the NCI Agency.
- 14.2 NCI Agency Personnel shall not disclose any proprietary or contract related information regarding procurement directly or indirectly to any person other than a person authorized by the NCI Agency to receive such information. NCI Agency Personnel shall not disclose any documentation related to a procurement action to any third party without a need to know¹ (e.g., draft statement of work, statement of requirements) unless this is expressly provided under NATO Procurement Regulations or authorized in writing by the Director of Acquisition. During an on-going selection, NCI Agency Personnel shall not disclose any information on the selection procedure unless authorized by the Chairman of the award committee/board. The NCI Agency Personnel concerned will ensure that proper access controls are put in place to prevent disclosure of procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations.
- 14.3 NCI Agency Personnel will not participate in a source selection if an offer has been provided by a friend, family member, a relative, or by a business concern owned, substantially owned, or controlled by him/her or by a friend, family member or a relative. NCI Agency Personnel appointed as part of an evaluation shall report such links to the Director of Acquisition immediately upon becoming aware of it.
- 14.4 Contractors and consultants shall not be allowed to participate in the drafting of the statement of work or in the source selection process unless they and their company/employer will be excluded from competition of the related contract. The same will apply to contractors and consultants involved in the definition and development of requirements.
- 14.5 Contractors will be given specific and coherent statements of work, providing precise explanation of how she/he is going to be employed. Tasks to be performed and minimum qualifications are to be well defined from the start. In addition, supervisors will ensure that contractors do not occupy managerial positions within the Agency.
- 14.6 NCI Agency Personnel shall not enter into authorized commitments in the name of NCI Agency or NATO unless specifically authorized. NCI Agency Personnel must abstain from making promises or commitment to award or amend a contract or otherwise create the appearance of a commitment from the NCI Agency unless properly authorized by the NCI Agency.
- 14.7 NCI Agency Personnel shall not endorse directly or indirectly products from industry. Therefore, NCI Agency Personnel shall not name or make statements endorsing or appearing to endorse products of specific companies.
- 14.8 Industry partners will need to abide with the post-employment measures under this Directive upon submission of their bids / proposals to the NCI

Agency. As part of the selection process, industry will be requested to agree with an ethical statement.

15 INDUSTRY INITIATIVES

- 15.1 Industry initiatives may include loans, displays, tests or evaluation of equipment and software, requesting NCI Agency speakers at industry gatherings and conferences, inviting speakers from industry to NCI Agency events, consultancy or studies of technical or organizational issues, etc. These initiatives are usually at no cost to the NCI Agency and take place at a pre-contractual phase or before the development of requirements and specifications. While there are benefits associated with the early involvement of industry in the definition of requirements and specifications, this also raises the potential for unfair treatment of potential competitors.
- 15.2 Industry initiatives which go beyond routine interaction in connection with on-going contracts must be reported to and coordinated by the NCI Agency Acquisition Directorate for approval. Industry initiatives shall be properly documented and governed by written agreements between the NCI Agency and the company concerned where relevant. Such agreements may contain provisions describing the nature of the initiative, the non-disclosure of NCI Agency/NATO information, NCI Agency ownership of any resulting work, the NCI Agency's right to release such work product to future competitors for any follow-on competition or contract, the requirement that any studies must provide non-proprietary solutions and/or an acknowledgement that the participating companies will not receive any preferential treatment in the contracting process.
- 15.3 Any authorized industry initiatives must be conducted in such a way that it does not confer an unfair advantage to the industry concerned or create competitive hurdles for potential competitors.

16 POST EMPLOYMENT MEASURES

- 16.1 The NCI Agency will not offer employment contracts to former NCI Agency Personnel who departed less than 2 years earlier, unless prior approval by the General Manager has been received.
- 16.2 Former NCI Agency Personnel will not be accepted as consultants or commercial counterpart for two (2) years after finalization of their employment at NCI Agency, unless the General Manager decides otherwise in the interest of the Agency and as long as NATO rules on double remuneration are observed. Such decision shall be recorded in writing. Commercial counterparts include owners or majority shareholders, key account managers, or staff member, agent or consultant of a company and/or subcontractors seeking business at any tier with the NCI Agency in relation to a procurement action in which the departing NCI Agency staff member was involved when he/she was under the employment of the NCI Agency. As per the Prince 2 Project methodology, a Project is defined as a "temporary organization that is created for the purpose of delivering one or more business products according to an agreed business case". For the purpose of this provision, involvement requires (i) drafting, review or coordination of internal procurement activities and documentation, such as statement of work and statement of requirement; and/or (ii) access to procurement information that

has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations; and/or (iii) being appointed as a representative to the Project governance (e.g., Project Board) with access to procurement information as per (ii) above; and/or (iv) having provided strategic guidance to the project, with access to procurement information as per (ii) above.

- 16.3 In addition to Section 17.2 above, former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above are prohibited during twelve months following the end of their employment with the NCI Agency to engaging in negotiations, representational communications and/or advisory activities with the NCI Agency on behalf of a private entity, unless this has been agreed in advance by the NCI Agency General Manager and notified to the ASB.
- 16.4 NCI Agency Personnel leaving the Agency shall not contact their former colleagues in view of obtaining any information or documentation about procurement activities not yet authorized' release. NCI Agency Personnel shall immediately report such contacts to the Director of Acquisition.
- 16.5 The ASB Chairman will be the approving authority upon recommendation by the Legal Adviser when the NCI Agency Personnel concerned by the above is the NCI Agency General Manager and will notify the ASB.
- 16.6 NCI Agency Personnel leaving the Agency shall sign a statement that they are aware of the post-employment measures set out in this Directive.
- 16.7 The post-employment measures set out in this Directive shall be reflected in the NCI Agency procurement documents, such as IFBs, and contract provisions.

ANNEX C-14

BIDDER BACKGROUND IPR

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

ITEM	DESCRIPTION

The Bidder has and will continue to have, for the duration of the Contract, all necessary rights in and to the Background IPR specified above.

The Background IPR stated above complies with the terms specified in Article 24 of Prospective Contract Special Provisions.

ANNEX C-15

LIST OF 3rd PARTY IPR

The 3rd Party IPR specified in the table below will be used for the purpose of carrying out work pursuant to the Contract.

ITEM	DESCRIPTION

The Bidder has and will continue to have, for the duration of the Contract, all necessary rights in and to the IPR specified above necessary to perform the Bidder's obligations under the Contract.

The 3rd Party IPR stated above complies with the terms specified in Article 24 of Prospective Contract Special Provisions.

ANNEX D – Cross-Reference / Compliance Table

Bidders shall complete column “BID REFERENCE” with Bid references that locate the technical proposal documentation required by the RFQ, e.g. section, paragraph, table (*if applicable*), page number etc. One copy each of the duly completed Cross Reference/ Compliance Table (in MS Word format) is to be included in the Bid Technical Proposal Package. The Bid shall follow the instructions in paragraph 3.4, and **will be evaluated according to the instructions in section 4.4.**

Bidding Instructions Requirement Ref.	SOW Requirement Ref.	REQUIREMENT DESCRIPTION	BID REFERENCE
3.4.3 Table of Contents	-	Bidders shall compile a detailed Table of Contents which lists not only section headings, but also major sub-sections, and topic headings required set forth in these Instructions or implicit in the organisation of the Technical Proposal.	<i>Bidder to complete</i>
3.4.4 Technical Proposal Cross-Reference/Compliance Table	-	The Bidder shall include the completed Technical Proposal Cross-Reference Table from Annex D of Book I. The Bidder shall complete Column 4 of the Table, citing the appropriate section of the Technical Proposal that corresponds to each paragraph of these Instructions for the Preparation of the Technical Proposal. The completed Table serves as an index for the Purchaser's Technical Evaluation Panel and also as an aide memoire to the Bidder to ensure that all the required information has been provided in the Technical Proposal.	<i>Bidder to complete</i>
3.4.4 Section 1 Project Implementation Plan	Book II, Part IV SoW 2.3	The Bidder shall submit a preliminary Project Implementation Plan (PIP) in accordance with the requirements of Section 2 of the SoW which clearly describes how the Bidder intends to implement the totality of the project in compliance with the contractual requirements and the specified requirements of Section 2.	<i>Bidder to complete</i>
3.4.5 Project Overview	Book II, Part IV SOW 2.3.5.1	The Bidder shall provide the Project Overview which shall provide an executive summary overview of the offered capability. The Project Overview shall also summarise the main features of each of the sections of the Technical Proposal and shall indicate in broad detail how the Project will be executed during the full lifetime of the Project.	<i>Bidder to complete</i>
3.4.6 Project Management Plan	Book II, Part IV SOW 2.3.5.2	The PIP shall include a preliminary Project Management Plan (PMP) that defines how the Bidder intends to manage this project from contract signature through Final System Acceptance and throughout any warranty periods. The PMP shall consider all aspects of project management and control and demonstrate how all	<i>Bidder to complete</i>

		the critical dates defined in the contract will be met.	
3.4.6 Project Master Schedule	Book II, Part IV SOW 2.3.5.3	The PIP shall include a Project Master Schedule (PMS) that shall contain all contract events and milestones for the Project. The PMS shall show all contractual deliverables, their delivery dates, and the tasks associated with them. The PMS shall for each task identify the start and finish dates, duration, predecessors, constraints, and resources. The PMS shall provide network, milestone, and Gantt views, and identify the critical path for the overall project.	<i>Bidder to complete</i>
3.4.8 Project Personnel	Book II, Part IV SOW 2.2.2	The Bidder shall provide a curriculum vitae for the personnel proposed for this project listed in the SoW, § 2. The Bidder shall provide a narrative describing the rationale for the selection of these individuals for these posts and provide detailed descriptions of the relevant experience of the individuals and security clearance information. This subsection shall also describe the authority and responsibility (and the limits) of the Project Manager within the overall corporate organisation, including the circumstances at which the Project Manager must refer decision making authority to the next level of Corporate management.	<i>Bidder to complete</i>
3.5 Section 2 System Design and Integration	Book II, Part IV SOW 3.2.2.2	The Bidder shall describe how the SEMARCIS capability will be implemented with sufficient technical detail for the Purchaser to determine compliance with the SoW. For this purpose the Bidder shall provide in its Bid a draft System Design Specification (SDS) which shall include the information as required in the SoW, § 3.2.2.2, and the SDS shall demonstrate compliance with the System Requirements Specification (Annex A of the SoW) for the areas as mentioned in the SoW, § 3.2.2.2.	<i>Bidder to complete</i>
3.6 Section 3 Supportability	Book II, Part IV SOW 4.0 – 5.0 – 6.0	The Bidder shall describe the Supportability Programme aspects of the Bid including a description of the proposed Integrated Logistics Support (ILS), Configuration Management (CM), Quality Assurance (QA) activities. This description shall have provided in the relevant preliminary and draft documents, sufficient evidence to confirm that the Bidder will be able to meet the timelines in accordance with the requirements of the Schedule of Supplies and Services and the SoW. This description concisely addressed the Supportability Programme with a detailed description approach for the: <ul style="list-style-type: none"> • Integrated Logistics Support Plan (ILSP), Maintenance Task Analysis (MTA), Level of Repair Analysis (LORA), Diminishing Manufacturing sources (DMS) and Warranty Report as detailed in the SOW Section 4; • Configuration Management Plan (CMP) as detailed in the SOW Section 5; • Quality Assurance (QA) Plan as detailed in SOW Section 6 	<i>Bidder to complete</i>

<p>3.7 Section 4 Security Accreditation</p>	<p>Book II, Part IV SOW 8.0</p>	<p>The Bidder shall describe in Section 4 the Security-related Documentation (SRD) in support of the accreditation process as part of the preliminary PIP in accordance with §8 of the SoW:</p> <ul style="list-style-type: none"> • CIS Description; • Security Risk Assessment (SRA) including SRA Report; • System Specific Security Requirement Statement (SSRS); • Security Operating Procedures (Sec OPs); • Security Test and Verification Plan (STVP); • Security Test and Verification Report (STVR); • Electronic Security Environment (ESE) Conformance statement (ESECS) {statement of understanding only for ESE/ESECS} 	<p><i>Bidder to complete</i></p>
<p>3.8 Section 5 Testing and Acceptance</p>	<p>Book II, Part IV SOW 7.0</p>	<p>The Bidder shall in this section demonstrate how it can meet the Testing and Acceptance requirements as specified in § 7 of the SoW.</p>	<p><i>Bidder to complete</i></p>
<p>3.9 Section 6 Manufacturers Datasheets</p>	<p>Book II, Part IV SOW 3.0</p>	<p>The Bidder shall have provided a manufacturer’s datasheet of all equipment, demonstrating compliance with the requirements stated in the SRS under the § 3 of the SoW.</p>	<p><i>Bidder to complete</i></p>

ANNEX E – Clarification Request Forms

INSERT COMPANY NAME

HERE INSERT SUBMISSION

DATE HERE

ADMINISTRATION or CONTRACTING					
Serial Nr	RFQ Book	RFQ Section Ref.	QUESTION	ANSWER	Status
A.1					
A.2					
A.3					

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

PRICE					
Serial Nr	RFQ Book	RFQ Section Ref.	QUESTION	ANSWER	Status
P.1					
P.2					
P.3					

INSERT COMPANY NAME

HERE INSERT SUBMISSION

DATE HERE

TECHNICAL					
Serial Nr	RFQ Book	RFQ Section Ref.	QUESTION	ANSWER	Status
T.1					
T.2					
T.3					

ANNEX F – Standby Letter of Credit

Standby Letter of Credit Number:

Issue Date: _____

Beneficiary: NATO Communications and Information Agency
(NCI Agency) or its legal successor,
Financial Management Unit
Boulevard Leopold III, B-1110, Brussels
Belgium

Expiry Date: _____

1. We, (issuing bank) hereby establish in your favour our irrevocable standby letter of credit number {number} by order and for the account of (NAME AND ADDRESS OF BIDDER) in the original amount of € 37,000.00 (Thirty Seven Thousand Euro). We are advised this Guarantee fulfils a requirement under Request for Quote RFQ-CO-115177- SEMARCIS dated_____.

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

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

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

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

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

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

4. It is a condition of this letter of credit that the expiry date will be automatically

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

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

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

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

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

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

8. Multiple partial drawings are allowed to the maximum value of this letter of credit.

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

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

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

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