



ΕΛΛΗΝΙΚΗ ΔΗΜΟΚΡΑΤΙΑ
Μόνιμη Αντιπροσωπεία της Ελλάδος
στο ΝΑΤΟ

ΑΔΙΑΒΑΘΜΗΤΟ
ΕΠΕΙΓΟΝ

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Βρυξέλλες, 27 Ιουνίου 2021

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Νίκης 4

ΘΕΜΑ: 2^η Τροποποίηση Αίτησης Υποβολής Προφορών RFQ-CO-115363-PRT-TDCIS, Διαγωνιστικής Διαδικασίας: «Provision of Tactical Deployable Communications and Information Systems (TDCIS) for the Portuguese Army»

1. Διαβιβάζεται, συνημμένως, 2^η Τροποποίηση Αίτησης Υποβολής Προσφορών (Request for Quotation/RFQ) εν θέματι διαγωνιστικής διαδικασίας Basic Ordering Agreement Plus (BOA+), εκ μέρους ΝCΙΑ, ως φιλοξενούντος έθνους.

2. Επισημαίνεται ότι καταληκτική ημερομηνία υποβολής προσφορών ορίζεται, πλέον, η 29^η Οκτωβρίου τ.έ, 13:00 τ.ώ.

3. Ενδιαφερόμενες εταιρίες αναζητήσουν πληροφορίες μέσω καθοριζομένου σημείου επαφής (Point of Contact/POC, βλ. παρ. 11 τροποποιήσεως).

4. Παρακαλούμε για τις ενέργειές σας.

ΛΑΜΠΡΙΔΗΣ

Συν. Σελ: 94 + 1 ηλεκτρονικό αρχείο φύλλων δεδομένων

ΑΚΡΙΒΕΣ ΑΝΤΙΓΡΑΦΟ
Ο υπάλληλος της Μ.Α. ΝΑΤΟ
Σταύρος Τσάκωνας
ΕΠ&ΠΛ.Α'

ANNEX A – CLARIFICATION REQUESTS

ADMINISTRATIVE/CONTRACTUAL				
Serial Nr	RFQ Section Ref.	OFFEROR'S QUESTION	NCI AGENCY ANSWER	Status*
A.1	RFQ-CO-115363-PRT-TDCIS Cover Letter - Number 4. THE CLOSING TIME FOR SUBMISSION OF QUOTATIONS IN RESPONSE TO THIS RFQ IS 13:00 HOURS (BRUSSELS TIME) ON MONDAY 26 July 2021.	<p>Following the reception of the Request for Quotation RFQ-CO-115363-PRT-TDCIS, and our declaration of intention to submit a bid, we kindly request an extension of two months of the quotation closing date.</p> <p>The main reasons for such request are the complexity of the process, the pandemic situation we are still facing, and the holiday period we are entering, all of these requiring additional effort on time and human resources from the bidders and its partners, to prepare an adequate and competitive offer.</p>	NCIA shall extend the Bid Closing Date from 26 July 2021 to 29 October 2021 . The closing time remains at 13:00 Hours Brussels Local Time.	AMD 2
A.2	BOOK I BIDDING INSTRUCTIONS, 2.3 QUOTATION SUBMITTAL AND QUOTATION CLOSING DATE	Due to the complexity of the solution and limited time during the summer period, it's mentioned that the bid closing date is July 26. We would like to request a 4 weeks deadline extension.	Please see reply for A.1	AMD 2
A.3	BOOK I BIDDING INSTRUCTION, Art. 2.5 REQUESTS FOR EXTENSION OF QUOTATION CLOSING DATE	<p>The bidder would like to request submission deadline extension based on the following:</p> <p>1) The bidder is a French speaking company and therefore there is a vital need of translating the entire bid documents package for full understanding of the requirements;</p> <p>2) The large amount of requirements to be responded to which is considerably time consuming in terms of review;</p>	Please see reply for A.1	AMD 2

ADMINISTRATIVE/CONTRACTUAL				
Serial Nr	RFQ Section Ref.	OFFEROR'S QUESTION	NCI AGENCY ANSWER	Status*
		<p>3) Similar previous NCIA solicitations (DCIS Romania) were on-going for 6 months or more;</p> <p>4) For an SME to organise supporting a prime contractor which entails getting the best support for the prime and the client, time is required to organise the terms and conditions, in-depth analysis and high-level response;</p>		
A.4	RFQ-CO-115363-PRT-TDCIS Response time extension request	<p>Accordingly, there are no time left for design, proposal writing, reviews etc. Accordingly it is practically impossible with so many requirements and such a design approach as requested for in the RFQ to present a proposal within the current bid response time presented.</p> <p>Based on the above and with the focus for NCIA to receive 100% compliant and well prepared proposals with high quality, XXXX highly recommend NCIA release and amendment to the RFQ with a realistic response time (29.11.21). If the current and unrealistic response time is not extended will most likely not be able to present a proposal related to RFQ-CO-115363-PRT-TDCIS.</p>	Please see reply for A.1	AMD 2
A.5	RFQ-CO-115363-PRT-TDCIS- Provision of Tactical Deployable Communications and Information Systems (TDCIS) for the Portuguese Army	<p>Based on the recent release of the RFQ (RFQ-CO-115363-PRT-TDICS) XXXX has done a detailed review of the documentation and determined that there is a significant number of technical issues and questions that will require clarification as well as a significant amount of effort to ensure that any submitted proposal is technically compliant, as well as offering best value to the contracting authority. Therefore, XXXX would like to submit the following requests:</p>	<p>Question 1: All Clarification Requests, either Administrative, Pricing or Technical are to be submitted to the POC in Book I and forms in Annex A are to be used or similar format (Excel with the headers as listed in Annex A). The POC will forward questions to the proper SME to provide a response that will be issued via an amendment to the RFQ. NCIA does not allow one-on-one discussions during the solicitation phase.</p>	AMD 2



ADMINISTRATIVE/CONTRACTUAL				
Serial Nr	RFQ Section Ref.	OFFEROR'S QUESTION	NCI AGENCY ANSWER	Status*
		1. A technical point of contact to support one on one discussions related to the SRS, which was submitted with the RFQ documentation. 2. An extension to the RFQ response date of four (4) weeks (August 31th 2021).	Question 2: Please see reply for A.1	
A.6	BOOK I BIDDING INSTRUCTIONS, ANNEX B-7	In Annex B-7 it states that if we do not have any supplemental agreements we should [cross out points 1 to 6 of this certificate] but there are only 5 points mentioned	NCIA confirms there are only five points.	AMD 2

* Status: Is Amendment to RFQ required as a direct result of the Clarification Request?

Specified are Data Diodes from Fox-IT. Why are these non-NATO accredited low performance Data Diodes from Fox-IT specified?PRICE				
Serial Nr	RFQ Section Ref.	OFFEROR'S QUESTION	NCI AGENCY ANSWER	Status*
P.1	STATEMENT OF WORK, 1.11 OPTIONS	In the Notification of Intent (NOI) published on Jan 18th 2021, the estimated value for the TDCIS for the Portuguese Army is 35.3 M€. Can you please clarify if this value is for the Firm Fix Price Base Contract? Or on the contrary also includes the Evaluated Options and the Non-Evaluated Options.	NCIA confirms the value is for the Base Contract.	Closed No Change
P.2				
P.3				

* Status: Is Amendment to RFQ required as a direct result of the Clarification Request?

TECHNICAL				
Serial Nr	RFQ Section Ref.	OFFEROR'S QUESTION	NCI AGENCY ANSWER	Status*
T.1	Section 4.6 SRS (PRTTDCIS-3044)	FOX-IT achieved EAL 7 by artificially limiting TOE to fiber optic cable and not the whole system which only received EAL4+. The certification only serves the purpose to create competitive barriers in RFQs and to support marketing. Suggestion to alter requirement and remove EAL7 and specific FOX-IT product requirement and ask for EAL4+ or equivalent government approval up to SECRET data diode listed in the NIAPC.	Referenced Fox-IT device is present on the NIAPC with a valid security accreditation. PRTTDCIS-3044 remains as is. Only the Data Diode referenced in PRTTDCIS-3044 will be accepted.	Closed No Change
T.2	Section 4.6 SRS (PRTTDCIS-3044)	Is NCIA aware that the proposed product was evaluated Russian Ministry of Defense for compliance with level 2 control of NDV and RDV *), by CNII EISU (CNII EISU)? Does NCIA wish to have such components in NATO networks?	Please see reply to T.1	Closed No Change
T.3	Section 4.6 SRS (PRTTDCIS-3044)	Is NCIA aware that by limiting the data diode product to one vendor it limits it option in terms of price and actual solutioning (rack space, additional components, speed, supported protocols, service contracts)	Please see reply to T.1	Closed No Change
T.4	Section 4.6 SRS (PRTTDCIS-3044)	Why did NCIA chose to specify this data diode product and is not open to similar or better solutions?	Please see reply to T.1	Closed No Change

TECHNICAL				
Serial Nr	RFQ Section Ref.	OFFEROR'S QUESTION	NCI AGENCY ANSWER	Status*
T.5	4.4.2.1 CAS Subsystem SRS (PRTTDCIS-1718)	In order to avoid different interpretation of the phrase "a minimum available solid-state storage capacity of 40TB." can NCI Agency indicates if 40TB "raw storage capacity" or "usable storage" need to provide. Can we assume if case of "usable storage" that this without the use of deduplication and/or compresion.	PRTTDCIS-1718 refers to RAW Hard Drive Total Minimum Capacity. Usable storage is design driven while taking PFE payload, service minimum storage and reserve for future expansion constraints into consideration (PRTTDCIS-3016, PRTTDCIS-2905, PRTTDCIS-2913 and PRTTDCIS-2916).	Closed No Change
T.6	4.4.2.1 CAS SRS (PRTTDCIS-1720)	Instead of an USB based boot device, are M.2 or Other Non-USB Low-End Flash Media (SSDs) allowed as dedicated boot devices . This of course on condication the boot device is supported and in line with best practice of the hypervisor vendor	SRS Statement does no refer to USB boot devices. Any SSD (M.2, SD Card...) solution meeting the specifications and compatible with the hypervisor will be accepted.	Closed No Change
T.7	Book II Part IV SRS - pag. 14 PRTTDCIS-1737	DRS Acronymous is meant to be intended as 'Deployable Removable Storage' or as "Disaster Recovery System" ?	DRS stands for "Deployable Removable Storage" <i>Note: Page 14 of the SRS and the SRS diagrams are to be renamed accordingly in the future Amendment 3.</i>	Future AMD 3
T.8	Book II Part IV SRS - pag. 29 PRTTDCIS-1149	As for the TEMPEST specification how should hey be considered for servers implementing the CAS and DRS subsystem? Are the filters for the ower supply sufficient?	It is assumed that the bidder refers to the inline power filters. TEMPEST compliance has to be achieved while considering elements integrated in their housing (Shelter for Nodes, Trailer for GAR-T and transit cases for NS Kit). TEMPEST compliance is design dependent and driven. Inside the housing, the elements need to comply with TEMPEST policies such as - but not limited to - distance or shielding between Elements of different Security Domains. This	Closed No Change



TECHNICAL				
Serial Nr	RFQ Section Ref.	OFFEROR'S QUESTION	NCI AGENCY ANSWER	Status*
			is also valid for elements from different Security Domains sharing a common power supply source. It is up to the Bidder to verify that its design (including additional inline power filter or not) is TEMPEST compliant.	

* Status: Is Amendment to RFQ required as a direct result of the Clarification Request?

NATO UNCLASSIFIED



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

RFQ-CO-115363-PRT-TDCIS

**Tactical Deployable Communications and Information
Systems (TDCIS) for the Portuguese Army**

BOOK I

BIDDING INSTRUCTIONS

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RFQ-CO-115363-PRT-TDCIS
Book I – Bidding Instructions

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SECTION I - INTRODUCTION

- 1.1 The purpose of this Request for Quotation (RFQ) is to establish a contract for the acquisition of tactical deployable Communications and Information Systems (TDCIS) for the Portuguese (PRT) Army with a secure, modular, sustainable and interoperable means of communications and information exchange with the other deployed PRT Army units connected to the Portuguese National Defence Network (NDN), or with deployed elements of mission partners connected to the NATO Federated Mission Network (FMN).
- 1.2 Portugal (PRT) is the Host Nation (HN) for the TDCIS project and has the overall financial authority for the programme. The NATO Communications and Information Agency (NCIA) has been authorised to act as the Procurement Agency on behalf of the HN and is vested with the acquisition authority to conduct the NATO International Competitive Bidding (ICB) Procedure, and to award and administer the resulting Contract.
- 1.3 The contract performance requirements are set forth in the prospective contract Statement of Work (Book II Part IV) and in the Contract Schedule of Supplies and Services (Book II Part I).
- 1.4 This RFQ for TDCIS is conducted under Basic Ordering Agreement Plus (BOA+) procedures outlined within the *“Procedure Governing the Use of Basic Ordering Agreements concluded by the NATO Communications and Information Agency – 2019 version, Ref: AC/4-D(2019)0004 (INV)”*. Pursuant to these procedures, quotation submittal is restricted to companies from participating NATO member nations in accordance with paragraph 2.1.6 of Section II of the Bidding Instructions. The security of this RFQ is “NATO UNCLASSIFIED”.
- 1.5 This RFQ will not be the subject of a public opening.
- 1.6 Award of the Contract will be made on a Firm Fixed Price Basis to the lowest priced, compliant Offeror.
- 1.7 The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein.
- 1.8 A single contract will be placed with one Contractor. No partial bidding shall be allowed.
- 1.9 Site survey visits shall take place in Porto (Oporto), Portugal:
 - Conduct Site survey of the customer provided training facility; EDC+ 72 weeks
 - Conduct a pre-UAT(E) Site Survey and submit an SSR for Purchaser approval; EDC + 87 weeks

The site surveys intent is to collect information on the training, Acceptance Testing and OpTEVal Sites of the requirement.
- 1.10 The overall security classification of this RFQ is “NATO UNCLASSIFIED”.

- 1.11 The Offeror 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 paragraph 2.7 of Section II of the Bidding Instructions entitled "Requests for RFQ Clarifications".
- 1.12 The target date for Contract Award is 4th Quarter 2021.
- 1.13 The Contractor shall achieve Final System Acceptance within 206 Weeks after the Effective Date of Contract (EDC).

1.2 Purpose

- 1.2.1. The Tactical Deployed Communication Information System (TDCIS) shall deploy with the Portuguese Army (PTA), who developed as a prototype, the proof-of-concept system called "Sistema de Informação e Comunicações - Tático (SIC-T)".
- 1.2.2. The TDCIS is a modular System of Systems (SoS) configured into truck-mounted Shelters and Trailers that provides a CIS used on National and International (NATO and non-NATO) Deployed Operations and Exercises.
- 1.2.3. This TDCIS is designed to support PTA national and multi-national expeditionary operations at a Brigade level and below; that proof-of-concept now needs uplifting.
- 1.2.4. This project is the basis for delivering a TDCIS to the Portuguese Army, as the uplift to the SIC-T system which they developed.

1.3 Project Scope

- 1.3.1. TDCIS will comprise a range of Shelters and Trailers based Node types and a NATO Secret (NS) Kit configured for a specific Mission deployment.
- 1.3.2. The Shelters are mounted on all-terrain vehicles that can be located in the operational scenario as per the mission requirements.
- 1.3.3. Missions may use both Shelters and Trailers, some will use two Shelters, others a single Shelter.
- 1.3.4. The trailers can be used independently as a Communication rebroadcast facility. In addition, to the Shelters there are also specialist Trailers, these too are Mission specific but their usage and variability is less complex than the Shelter.
- 1.3.5. The TDCIS **does not** include a dedicated Test and Reference Environment.
- 1.3.6. The TDCIS **does not** include a dedicated Training Environment.
- 1.3.7. The project will be executed in six phases, spanning from the Effective Date of Contract (EDC) to two (2) years of warranty following the declaration of FSA.
 - 1.3.7.1. As a guide, the Purchaser has developed a Plan On A Page (POAP) that shall be used by the Contractor to understand the requirement.
 - 1.3.7.2. The POAP has 6 Phases with supporting enablers that comprise the following:

Phase 1 – System Design. This phase firmly sets the scene for the whole delivery, it shall conclude with a Preliminary Design Review (PDR) that sets expectation levels on the delivery lifecycle. This is the strategy phase with some of the CDRLs delivered as ‘Presentational’ with some information back up.

Phase 2 – System Development. This phase develops the PDR baseline further and places a number of key blueprint designs. It also offers the Contractor an opportunity to mature their individual strategies into firm baselined plans. This phase concludes with a Key Milestone CDR.

Phase 3 – Batch 1 Build. This phase focusses on the manufacture of the Batch 1 nodes. The Phase consists of 5-tranches of build and concludes with a full batch 1 Factory Acceptance Systems Test (FAST).

Phase 4 – Deliver Training, Conduct UAT(E) and PSA. The Contractor shall be responsible for the execution of this entire phase, including the conducting of Training and UAT(E) at the Customer’s establishment. UAT(E) shall comprise of System and Interoperability Testing when the system’s integration and compliance with NATO Federated Mission Network, Spiral 3, is to be evidenced.

Phase 5 – Support OpTEVal, and Build Batches 2 & 3 (Batch 3 is an Option). Following successful completion of the PSA, the OpTEVal exercise plus production of Batches 2 & 3 are to be carried out concurrently. The Contractor shall provide consultancy type support to the TDCIS acceptance activity performed by the Customer during OpTEVal. Batches 2 and 3 shall be manufactured with a Factory Acceptance Test (FAT) carried out before delivery to the Customer Site.

Phase 6 – Achieve FSA. This Phase finalises the Project delivery. The phase will conclude when the Contractor and the Purchaser conclude their FSA Report. Contractor Warranty shall commence on successful completion of the FSA, and shall last for a period of 2 consecutive years.

- 1.3.8. The TDCIS design shall cover the full scope of the TDCIS systems.
 - 1.3.8.1. This design documentation shall separately identify the design for the operational (production) and training systems.
 - 1.3.8.2. The scope of the design shall encompass all the components needed to achieve the capability, including:
 - a. CIS Hardware;
 - b. Software and licensing;
 - c. Tooling to manage and support the TDCIS;
 - d. Non-CIS hardware (e.g. transit cases, tents, etc.).
 - 1.3.8.3. The design shall strictly follow the structure in which requirements are formulated in Book II Part IV, Annex A (SRS).

- 1.3.8.3.4. The implementation of the TDCIS consists of the assembly, connection, integration and configuration of Commercial of The Shelf (COTS) components, into bespoke systems that are fit for purpose of meeting the Purchaser's requirements and used in support of National and NATO expeditionary operations.

1.4. SECURITY

- 1.4.1. This Request For Quotation has been classified as NATO UNCLASSIFIED. There is a limited number of references classified at NATO RESTRICTED level.
- 1.4.2. Contractor will be required to handle and store classified material to the level of "NATO RESTRICTED" and the Contractor shall have the appropriate facility and personnel clearances of "NATO SECRET". Should a Contractor be unable to perform the Contract due to the fact that the facility clearance has not been provided by their respective national security agency, this lack of clearance cannot be the basis for a claim of adjustment or an extension of schedule, nor the lack of clearance be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination For Default by the Purchaser.
- 1.4.3. Contractor personnel working at NATO sites are required to possess a security clearance of "NATO SECRET". Contractor personnel without such a clearance, confirmed by the appropriate national security authority and transmitted to the cognisant NATO security officer at least fourteen (14) days prior to the site visit, 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. Contractor personnel who need System Administrator or Operator privileges when working on NATO SECRET systems shall be required to hold NATO CTS clearance.
- 1.4.4. Offerors are advised that Contract signature will not be delayed in order to allow the processing of security clearances for personnel or facilities and, should the otherwise successful Offeror not be in a position to accept the offered Contract within a reasonable period of time, due to the fact that its personnel or facilities do not possess the appropriate security clearance(s), the Purchaser may determine the Offeror's quotation to be non-compliant and offer the Contract to the next ranking Offeror. In such a case, the Offeror who would not sign the Contract shall be liable for forfeiture of the Bid Guarantee.
- 1.4.5. All documentation, including the RFQ itself, all applicable documents and any reference documents provided by the Purchaser are solely to be used for the purpose of preparing a response to this RFQ. They are to be safeguarded at the appropriate level according to their classification and reference documents are provided "as is, without any warranty" as to quality or accuracy.

SECTION II – GENERAL BIDDING INSTRUCTIONS

2.1 DEFINITIONS

- 2.1.4 “Assembly”: As used herein, the term “Assembly” means an item forming a portion of equipment that can be provisioned and replaced as an entity and that normally incorporates replaceable parts or groups of parts.
- 2.1.1 The term “Basic Ordering Agreement” (BOA) refers to the acquisition instruments negotiated between suppliers of products / services and the NCI Agency, on behalf of NATO.
- 2.1.2 The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this Request for Quotation.
- 2.1.3 The term "Contractor" refers to a firm of a participating country which has signed a Contract under which he will perform a service, manufacture a product, or carry out works for NATO.
- 2.1.4 Host Nation”: A Participating Country, major NATO Command or a NATO Agency which is responsible for implementing a project. In this particular RFQ, the Host Nation refers to Portugal (PRT).
- 2.1.5 The term "Offeror" as used herein refers to a firm, consortium, or joint venture which submits an offer in response to this solicitation.
- 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, NORTH MACEDONIA, 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 NCI Agency).
- 2.1.4 “Sub-Assembly”: 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 as defined in ACodP-1.

2.2 ELIGIBILITY

- 2.2.1 This RFQ is being conducted under BOA plus procedures, therefore, firms which hold an active Basic Ordering Agreement (BOA) with the NCI Agency are eligible to take part in this RFQ along with those firms nominated through their Delegations via a Declaration of Eligibility.
- 2.2.2 All Contractors, sub-Contractors and manufacturers, at any tier, must be from Participating Countries.

- 2.2.3 None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.
- 2.2.4 No materials or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a Participating Country.
- 2.2.5 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.

2.3 QUOTATION SUBMITTAL AND QUOTATION CLOSING DATE

- 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, July 26, 2021~~ Friday, October 29, 2021 at which time and date Quotations shall be closed.
- 2.3.2 Offerors are requested to submit their quotation electronically to the following email address:

Email: RFQCO115363PRTTDCISQUOTE@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: “PRT TDCIS– Official Bid for [company name] – Part 1 - Administrative Envelope”. The e-mail content shall be as described in Paragraph 3.2.2, Part I: Administration Package 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: “PRT TDCIS-Official Bid for [company name] – Part 2 - Price Quotation”. The e-mail content shall be as described in Paragraph 3.2.2, Part II: Price Proposal 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: “PRT TDCIS – Official Bid for [company name] – Part 3 – Technical Proposal”. The e-mail content shall be as described in Paragraph 3.2.2, Part III: Technical Proposal 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, Offerors shall clearly indicate the correct order in the e-mail subject line.

2.4 LATE BIDS

- 2.4.1 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.
- 2.4.2 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.

2.4.3. Bids which are delivered to the Purchaser after the specified time and date set forth above for Bid Closing are "Late Bids" and shall not be considered for award. *Consideration of Late Bid* – The Purchaser considers that it is the responsibility of the Offeror to ensure that the Bid submission arrives by the specified Bid Closing Date and Time. A late Bid shall only be considered for award under the following circumstances:

- 2.4.3.1.1 A Contract has not already been awarded pursuant to the Invitation for Bid, and;
- 2.4.3.1.2 The Bid was sent to the e-mail address specified in the RFQ and the delay was solely the fault of the Purchaser.

2.5 REQUESTS FOR EXTENSION OF QUOTATION CLOSING DATE

2.5.1 All questions and requests for extension of the Quotation Closing Date must be submitted by e-mail. Such questions shall be forwarded to the point of contact specified in paragraph 2.6.2.1 below and shall arrive not later than seven (7) calendar days prior to the stated "Quotation Closing Date". The Purchaser is under no obligation to answer requests submitted after this time. Extensions to the quotation closing date are at the discretion of the Purchaser.

2.6 PURCHASER POINT OF CONTACT

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

NATO Communications and Information Agency
Acquisition Directorate
Attention: Ms. Eva Benson, Contracting Officer
SHAPE Building 302 A
B-7010 Mons, Belgium

2.6.2 Emails:

- 2.6.2.1 Questions/Clarifications: RFQ-CO-115363-PRT-TDCIS@ncia.nato.int
- 2.6.2.2 Electronic Quote Submittal : RFQCO115363PRTTDCISQUOTE@ncia.nato.int

****Please remember do not password protect any of your documents***

2.7 REQUESTS FOR RFQ CLARIFICATIONS

- 2.7.1 Offerors, 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.
- 2.7.2 All questions and requests for clarification must be submitted by e-mail and using the form in Annex A of Book I – Bidding Instructions. 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 email address specified in paragraph 2.6.2.1 above and shall arrive not later than seven (7) calendar days prior to the stated “Quotation Closing 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 Offeror for any given area, as the Offeror will generally not be permitted to revisit areas of the RFQ for additional clarification as noted in 2.7.3 below.
- 2.7.3 Offerors are advised that subsequent questions and/or requests for clarification included in a quotation shall neither be answered nor considered for evaluation and may be grounds for a determination of non-compliance.
- 2.7.4 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 Offerors. Answers will be provided via an amendment to the RFQ.
- 2.7.5 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 Offeror in its offer.
- 2.7.6 It is the responsibility of the Offerors to ensure that all Clarification Requests submitted bear no mark, logo or any other form or sign that may lead to reveal the Offeror’s identity in the language constituting the clarification itself. This prescription is not applicable to the means used for the transmission of the clarification (i.e. email or form by which the clarification is forwarded).
- 2.7.7 The Purchaser declines all responsibilities associated to any and all circumstances regardless of the nature or subject matter arising from the Offeror’s failure or inability to abide to the prescription in paragraph 2.7.6.
- 2.7.8 The Purchaser may provide for the removal of any form of identification in the body of the clarification request in those instances in which such practice is feasible as well as providing for a re-wording of the clarification request in those cases in which the original language submitted is deemed ambiguous, unclear, subject to different interpretation or revelatory of the Offeror’s identity.
- 2.7.9 The Purchaser reserves the right to reject clarification requests clearly devised or submitted for the purpose of artificially obtaining an extension of the Bidding time (i.e. clarifications re-submitted using different wording where such wording does not change the essence of the clarification being requested).

2.8 REQUESTS FOR WAIVERS AND DEVIATIONS

- 2.8.1 Offerors are informed that requests for alteration to, waivers of, or deviations from the Schedule, the Special Contract Provisions, the Terms and Conditions in the NCI Agency's Basic Ordering Agreement, the Technical Specifications, the Statement of Work and any other Terms and Conditions of the Prospective Contract will not be considered after the Request for Clarification process.
- 2.8.2 Requests for alterations to the other requirements, terms or conditions of the RFQ or the Prospective Contract may only be considered as part of the clarification process set forth in paragraph 2.7 above. Requests for alterations to the specifications, terms and conditions of the Contract which are included in a Quotation as submitted may be regarded by the Purchaser as a qualification or condition of the Quotation and may be grounds for a determination of non-compliance.

2.9 AMENDMENT OF THE RFQ

- 2.9.1 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 Quotation Closing Date. Any and all modifications will be transmitted to all prospective Offerors by an official amendment designated as such and signed by the Contracting Authority. Such amendment shall be recorded in the Acknowledgement of Receipt which the Offeror shall complete and enclose as part of his quotation. This process may be part of the clarification procedures set forth in paragraph 2.7 above or may be an independent action on the part of the Purchaser.
- 2.9.2 The Purchaser will consider the potential impact of amendments on the ability of prospective Offerors to prepare a proper quotation within the allotted time. The Purchaser may extend the "Quotation Closing Date" at his discretion and such extension will be set forth in the amendment document.
- 2.9.3 In no case, however, will the closing date for receipt of quotation be less than seven (7) days from the date of issuance of any amendment to the RFQ.
- 2.9.4 All Amendments issued by the Purchaser shall also be acknowledged by the Offeror in its Quotation by completing the "Annex B-6 – Acknowledgement of Receipt of RFQ Amendments and Responses to Clarification Requests" Failure to acknowledge receipt of all Amendments may be grounds to determine the Quotation to be non-compliant.

2.10 MODIFICATION AND WITHDRAWAL OF QUOTATION

- 2.10.1 Quotations, once submitted, may be modified by Offerors, 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 Quotation Closing. Such modifications shall be considered as an integral part of the submitted bid.
- 2.10.2 Modifications to quotations which arrive after the Quotation Closing Date will be considered as "Late Modifications" and will be processed in accordance with the procedure set forth above concerning "Late Quotation", except that unlike a "Late Quotation", the Purchaser will retain the modification until a selection is made. A modification to a quotation which is determined to be late will not be considered in the evaluation and selection process. If the Offeror submitting the modification is

determined to be the successful Offeror on the basis of the unmodified quotation, the modification may then be opened. If the modification makes the terms of the quotation more favourable to the Purchaser, the modified quotation may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent successful Offeror on the basis of the quotation submitted and disregard the late modification.

- 2.10.3 An Offeror may withdraw his Quotation at any time prior to Quotation Opening without penalty. In order to do so, an authorised agent or employee of the Offeror must provide an original statement of the firm's decision to withdraw the Quotation and remove the Quotation from the Purchaser's premises.
- 2.10.4 Except as provided in paragraph 2.11.4 (b) below, an Offeror may withdraw his Quotation after Quotation Opening only by forfeiture of the Bid Guarantee.

2.11 BID VALIDITY

- 2.11.1 Offerors shall be bound by the term of their quotation in which the Offeror has provided a quotation for a period of 12 months starting from the Quotation Closing Date specified at paragraph 2.3.1.
- 2.11.2 In order to comply with this requirement, the Offeror shall complete the Certificate of Quotation Validity set forth in Annex B-3. Quotations offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.
- 2.11.3 The Purchaser will endeavour to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all quotations which remain under consideration for award.
- 2.11.4 Upon notification by the Purchaser of such a request for a time extension, the Offerors shall have the right to:
 - (a) accept this extension of time in which case Offerors shall be bound by the terms of their quotation for the extended period of time and the Certificate of Quotation Validity extended accordingly; or
 - (b) refuse this extension of time and withdraw the quotation without penalty.
- 2.11.5 Offerors shall not have the right to modify their quotations due to a Purchaser request for extension of the quotation validity unless expressly stated in such request.

2.12 BID GUARANTEE

- 2.12.1. The Bid Guarantee shall be submitted by email to the Purchaser either directly by a banking institution or from the Offeror emailing the Bid Guarantee to Treasury at:

NCIAFinanceTreasuryBankGuarantee@ncia.nato.int

- 2.12.2. In either case, the Offeror shall provide an additional copy of the Bid Guarantee in the Administrative Envelope, Part I. Offerors are reminded

that the Bid Guarantee shall reflect any extensions to the Quotation Validity Date due to extensions in the Quotation Closing Date.

- 2.12.1 The Offeror shall furnish with its Quotation a guarantee in an amount equal to Three Hundred Thousand Euros (€ 300,000) only. The Bid Guarantee shall be in the form of an irrevocable, unqualified and unconditional Quotation 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.
- 2.12.2 Alternatively, an Offeror may elect to post the required Guarantee in cash (via direct bank deposit) or by certified cheque to be submitted in the Offeror's Quotation Administration Package in paragraph 3.3. If the latter method is selected, Offerors are informed that the Purchaser will cash the cheque on the Quotation Closing Date. Instructions regarding direct bank deposit can be obtained by emailing the email address in 2.6.2.1, Questions/Clarifications.
- 2.12.3 "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 Offeror can revoke or condition the Standby Letter of Credit. The term "Belgian financial institution" includes non-Belgian financial institutions licensed to operate in Belgium.
- 2.12.4 The format described in Annex B-16 may be used by the issuing financial institution to create a Standby Letter of Credit:
- 2.12.5 If the Quotation Closing Date is extended after an Offeror's financial institution has issued a Bid Guarantee, it is the obligation of the Offeror to have such Bid Guarantee (and confirmation, as applicable) extended to reflect the revised Quotation Validity date occasioned by such an extension.
- 2.12.6 Failure to furnish the required Bid Guarantee in the proper amount, and in the proper form and for the appropriate duration by the Quotation Closing Date may be cause for the Quotation to be determined non-compliant.
- 2.12.7 Bid Guarantees will be returned to Offerors as follows:
- a) to non-compliant Offerors forty-five (45) days after notification by the Purchaser of a non-compliant Quotation (except where such determination is challenged by the Offeror; 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 Offerors within thirty (30) days following the award of the Contract to the successful Offeror;

c) to the successful Offeror 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 paragraph 2.11.4. (b).

2.12.8 Bid Guarantees will be covering the full scope of the implementation.

2.13 CANCELLATION OF REQUEST FOR QUOTATIONS

2.13.1 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 Offeror have cause for action against the Purchaser for the recovery of costs incurred in connection with preparation and submission of a quotation in response to this RFQ.

2.14 ELECTRONIC TRANSMISSION OF INFORMATION AND DATA

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

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

2.14.3 Offerors are cautioned that electronic transmission of documentation which contains classified information is not permissible.

2.14 SUPPLEMENTAL AGREEMENTS

2.14.1 Offerors are required, in accordance with the certificate at Annex B-7 of these Instructions to Offerors, 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 Offerors are cautioned that failure to provide full disclosure of the anticipated requirements and the terms thereof, to the best of the Offeror'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 Offerors are requested to note that, in accordance with the Certificate at Annex B-11 hereto, Offerors shall provide documentary evidence that the Offeror 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 Offerors shall further demonstrate that such regime is applied within the Offeror's internal organisation, as well as extended to its relationships with Subcontractors.
- 2.15.3 If the Offeror 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 Offeror and such evidence of equivalency shall be submitted with the Certificate at Annex B-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.

SECTION III - BID PREPARATION INSTRUCTIONS

3.1 GENERAL

- 3.1.1 Offerors shall prepare and submit their quotation in accordance with the instructions set forth herein. Failure to comply with these instructions may result in the Offer being declared non-compliant.
- 3.1.2 Offerors shall prepare their quotation in three (3) parts:
 - (a) Administrative Package (Part I): Electronic Submission
 - (b) Price Proposal (Part II): Electronic Submission
 - (c) Technical Proposal (Part III): Electronic Submission
- 3.1.3 The specific format for each volume is stated in paragraph 3.2.2
- 3.1.4 Quotations and all related documentation shall be submitted in the English language.
- 3.1.5 Offerors shall prepare a complete quotation which comprehensively addresses all requirements stated herein. The quotation shall demonstrate the Offeror's understanding of the RFQ and his ability to provide all the deliverables and services listed in the Bidding Sheets (Annex C). Quotations which are not complete will be declared non-compliant.
- 3.1.6 The Offeror **shall not restate** the RFQ requirements in confirmatory terms only. The Offeror must clearly describe what is being offered and how the Offeror will meet all RFQ requirements. Statements in confirmatory terms will only be sufficient for determining the bid to be non-compliant.
- 3.1.7 Partial quotations and or/ quotations containing conditional statements will be declared non-compliant.
- 3.1.8 If no specific format has been established for electronic versions, Offerors shall deliver documentation in an electronic format which is best suited for review and maintenance by the Purchaser (e.g., Project Master Schedule in MS Project format, Project Highlight Reports in MS Word).
- 3.1.9 All documentation submitted as part of the Quotation shall be classified no higher than "NATO UNCLASSIFIED".

3.2 PACKAGING AND MARKING

- 3.2.1 The complete Quotation shall consist of three distinct and separated volumes each of which will be sent as an individual electronic submission as described in the following subparagraphs. If more than one email for a volume is needed due to the size of the attachment, this is acceptable. Each email shall identify the volume and number of emails sent completing the package (i.e. Part III: Technical, Email 1 of 3, and so on). Detailed requirements for the structure and content of each of these packages are contained in these Bidding Instructions.

3.2.2 Offerors shall prepare their quotation in 3 volumes in the following quantities:

Part	Format and Quantity Details
I: Administration Package	<p><u>One (1) zip File Submitted by Email no larger than 20MB total including:</u></p> <ul style="list-style-type: none"> • One (1) Scanned PDF copy of the certificates with physical (non-digital) signatures of the prescribed certifications • Copy of the Bid Guarantee: One (1) PDF File <p>➤ All of the required contents are outlined in Section 3.3</p> <p style="text-align: center;">DO NOT PASSWORD PROTECT</p>
II: Price Proposal	<p>One (1) zip File Submitted by Email, which includes:</p> <ul style="list-style-type: none"> • One (1) ZIP file containing one (1) electronic copy in Microsoft Excel (readable and searchable) of the completed Bidding Sheets • One (1) PDF copy of the completed Bidding Sheets as detailed in Section 3.4 <p style="text-align: center;">DO NOT PASSWORD PROTECT</p>
III: Technical Proposal	<p>The Technical Proposal shall be self-contained as a separate electronic file in one (1) ZIP file, named as described in Section 3.5</p> <p style="text-align: center;">DO NOT PASSWORD PROTECT</p>

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

3.2.4 As part of the Technical Proposal, the Offeror shall provide One (1) unpriced copy of the Bidding Sheets detailing the breakdown of labour, hours and equipment.

3.2.5 Documents submitted in accordance with paragraph Section 3.2 above shall be classified no higher than “NATO UNCLASSIFIED” material.

3.2.6 Partial Quotations on a Schedule and/or Quotations containing conditional statements will be declared non-compliant.

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

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

3.3 PREPARATION OF THE ADMINISTRATIVE ENVELOPE (VOLUME I)

- 3.3.1 The Bid Administrative Package shall include in accordance with Section 3.2.2 Part I 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 Section 2.12. No information disclosing or contributing to disclose the quotation price shall be made part of the Administration Volume. Failure to abide to this prescription shall result in the quotation being declared non-compliant.
- 3.3.2 As explained in paragraph 2.12, the Bid Guarantee shall be sent directly to the Purchaser Treasury email address specified in paragraph 2.12.1. Additionally, a copy of the Guarantee shall be included in this volume. Offerors are reminded that the Bid Guarantee shall reflect any extensions to the Quotation Validity Date due to extensions in the Quotation Closing Date.
- 3.3.3 Volume 1 shall include the certificates set forth in the Annex to these Bidding Instructions, signed in the original by an authorised representative of the Offeror. The text of the certificates must not be altered in any way. The certificates are as follows:

- B-1: Certificate of Legal Name of Offeror
- B-2: Certificate of Independent Determination
- B-3: Certificate of Quotation Validity
- B-4: Certificate of Understanding
- B-5: Certificate of Exclusion of Taxes, Duties and Charges
- B-6: Acknowledgement of Receipt of RFQ Amendments (if applicable)
- B-7: Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements
- B-8: Certification of NATO Member Country of Origin of Delivered Equipment, Services, Materials and Intellectual Property Rights
- B-9: Comprehension and Acceptance of Contract Special Provisions and General Provisions.
- B-10: List of Prospective Sub-Contractors / Consortium members
- B-11: Certificate of AQAP 2110 or ISO-9001: 2015 Compliance. The Offeror shall attach a copy of the company's AQAP 2110 certification or ISO 9001: 2015 compliance.
- B-12: List of Key Personnel.
- B-13: Disclosure of Involvement of Former NCI Agency Employment
- B-14: Offeror Background IPR
- B-15: List of Subcontractor IPR

B-16: Bid Guarantee- Standby Letter of Credit

- 3.3.3.1 **Concerning Certificate B-7**, Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements, Offerors shall note especially the following:
- 3.3.3.1.1 If supplemental agreements, such as End-User Certificates or Technical Assistance Agreements, are required by national regulations, these must be submitted with the Offerors quote. Supplemental agreements submitted after the Quotation Closing Date shall not be considered.
- 3.3.3.1.2 The terms of supplemental agreements, if necessary, are the Offerors / 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.
- 3.3.3.1.3 A problem with the supplemental agreement in any of the areas mentioned previously in this provision may result in a determination that the Quotation is not compliant with the terms of the RFQ, and in rejection of the Quotation, or termination for default of the Contract if the supplemental agreement is submitted after Contract award.
- 3.3.3.2 **Concerning Certificate B-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 Offeror shall state this separately. The subcontractors listed in this certificate shall be traceable in the Bidding Sheets.
- 3.3.3.3 **Concerning Certificate B-11** Offerors shall provide documentary evidence that the Offeror 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.
- 3.3.3.3.1 If the Offeror is presenting 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 Offeror and such evidence of equivalency shall be submitted with the Certificate at Annex B-11 in the Administration Package.
- 3.3.3.3.2 Failure to execute this Certificate, or failure to provide documentary evidence of compliance with this requirement may result in a determination of a non-compliant quotation.
- 3.3.4 The Offeror shall send Volume I - Administrative Envelope to the Purchaser's point of contact specified in paragraph 2.6.2.2 above via email.

3.4 PREPARATION OF THE PRICE QUOTATION (VOLUME II)

- 3.4.1. Offerors shall prepare their Price Proposal in accordance with Section 3.2.2 Part II by submitting one (1) ZIP file containing the completed electronic copy of the Bidding Sheets (Excel) provided with this RFQ under Book I, Annex C and D. The Offeror shall propose an accurate and complete price quotation in completing the Bidding Sheets as defined in these Bidding Instructions.

- 3.4.2 No alteration of the form and pre-filled content of the Bidding Sheets is allowed, unless otherwise specified. The structure of the Bidding Sheets shall not be changed, other than as indicated elsewhere, nor should any quantity or item description in the Bidding Sheets. The currency(ies) of each Contract Line Item and sub-item shall be shown. The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the RFQ documentation including but not limited to those expressed in the SOW.
- 3.4.3 When completing the Bidding Sheets the Offeror shall insert information in all yellow cells of the Bidding Sheets and complete the Pricing Summary as instructed. A price for each specified element needs to be supplied on each CLIN. Prices should not be grouped. 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 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; unless Offerors choose to use one bidding sheet per currency. In preparing the Price Quotation, Offerors shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part.
- 3.4.4 Offerors 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. The detailed tabs; "CLIN 10 – Cyber (Spare) Node", "CLIN 2.2.1 – Batch #1", "CLIN 7.3 – Batch #2" and "CLIN 11.3 – Batch #3" need to match the CLIN Summary tab.
- 3.4.5 Offerors are responsible for the accuracy of their Price Quotations. Price Quotations that have apparent computational errors may have such errors resolved in the Purchaser's favour or, in the case of gross omissions, inconsistencies or errors, may be determined to be non-compliant. In the case of inconsistencies between the electronic version of the Bidding Sheets and the PDF of the Bidding Sheets, the "hard copy" will be considered by the Purchaser to have precedence over the electronic version.
- 3.4.6 Offerors shall furnish Firm Fixed Prices for all CLINs to include Options as defined in the SOW. Purchaser evaluation of the submitted bids will be on the basis of the complete submission including administrative, price and technical components for all CLINs. The Contract will be awarded for CLINs 1 through 9 as the basic contract and the work defined for CLINs 10 and 11 as shall be **evaluated** Options and CLIN 12 as a **non-evaluated** Option. These options may be exercised by the Purchaser, at the sole discretion of the Purchaser as described in the Book II Special and General Provisions. The Purchaser's decision to exercise any Options will take into consideration the availability of the required funding.
- 3.4.7 Offered prices shall not be "conditional" in nature. Any comments supplied in the Bidding Sheets or in any part of the bid package which are conditional in nature, relative to the offered prices may result in a determination that the bid is non-compliant.
- 3.4.8 Offeror shall quote in their own national currency or in EUR, the host nation currency. Offeror may also submit Quotations 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 Offeror 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.

- 3.4.9 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.
- 3.4.10 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. Offerors are reminded of the requirement to complete the certification to this effect in Annex B-5.
- 3.4.11 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.
- 3.4.12 The Offeror's attention is directed to the fact that 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.
- 3.4.13 The Offeror shall furnish Firm Fixed Price quotations, for all proposed items. Partial quotations shall be rejected.
- 3.4.14 The Offeror understands that there is no obligation under this Contract for the Purchaser to exercise an optional increase of the quantities set forth in any line items, and that the Purchaser bears no liability should it decide not to exercise such Option. Furthermore, the Purchaser reserves the right to order another contractor through a new contract with other conditions for the additional quantities of any line item it might need.
- 3.4.15 The Contractor shall be liable for all other taxes, assessments, fees, licences, 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.
- 3.4.16 Price Proposals exceeding the deadlines for delivery and completion of works indicated in the Schedule of Supplies and Services may be declared non-compliant.
- 3.4.17 The Offeror 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 B-10.

- 3.4.18 The Offeror shall separately price the cost of Warranty. Zero values or the statement that the Quotation price includes the cost of warranty are not allowed.
- 3.4.19 All prices bid shall be clearly traceable in the detailed bidding sheets.
- 3.4.20 Any adjustment or discount to prices should be clearly traceable to the lowest level of breakdown in the bidding sheets and should not be aggregated or summed. Any lack of clarity or traceability may render the bid non-compliant
- 3.4.21 The Offeror shall send Volume II - Pricing Envelope to the Purchaser's point of contact specified in paragraph 2.6.2.2 above via email.

3.5 PREPARATION OF THE TECHNICAL PROPOSAL (VOLUME III)

- 3.5.1. Offerors shall submit their Technical Proposal in accordance to Section 3.2.2 Part III 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 Sections 3.5.2 – 3.10.1. The Technical Proposal shall have a confirmation that all requirements in the SOW, Book II Part IV are included in the proposed solution.
- 3.5.2 The Technical Proposal package shall include the following:
 - 3.5.2.1 Table of Contents. Offeror 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.
 - 3.5.2.2 Cross-Reference/Compliance Table. The Offeror shall include the completed Technical Proposal Cross-Reference Table at Annex E of Book I. The Offeror shall complete the Column marked "QUOTATION REFERENCE" 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 Offeror to ensure that all the required information has been provided in the Technical Proposal.
- 3.5.3 **Section 1: Project Implementation Plan (PIP).** The Offeror shall submit a preliminary Project Implementation Plan in accordance with the requirements of Section 3.2.1 of the Statement Of Work (SOW) (Book II Part IV), which clearly describes how the Offeror intends to implement the totality of the project in compliance with the contractual requirements and the following specific requirements:
 - 3.5.3.1 Project Overview. The Offeror 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 and in which geographic regions the Project's phases as illustrated in Appendix A of the SoW will be executed during the full lifetime of the Project.
 - 3.5.3.2 The PIP shall include a preliminary Project Management Plan (PMP) in accordance with the requirements of Section 3.2.2 of the SoW (Book II Part IV) that defines how the Offeror 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.

- 3.5.3.3 The Offeror shall provide a statement assuring that all requirements shall be met for the Site Survey and Site Survey Report in accordance to the requirements stated in Sections 2.5.1, 2.6.2, and 3.4 of the SoW (Book II Part IV). The site survey shall be performed according to the Schedule of Supplies and Services after the Effective Date of the Contract.
- 3.5.3.4. The PIP shall include a Project Master Schedule (PMS) in accordance to the requirements stated in Section 3.2.3 of the SoW (Book II Part IV) 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.
- 3.5.3.5. The PIP shall included required security accreditation documents as described in Section 9 of the Sow.
- 3.5.4. Project Personnel. The Offeror shall provide a curriculum vitae for the personnel proposed for this project listed in Appendix E Key Personnel Requirements of the SoW (Book I Part IV). The Offeror 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.

3.6. Section 2: Engineering

- 3.6.1. The Offeror shall provide a draft System Design Plan (SDP), as detailed in Section 2.1 (WP1) of the SoW.
- 3.6.2. Offerors shall provide a draft High Level Design (HLD), as detailed Section 2.1.4 of the SOW. The HLD shall address all HLD requirements as detailed in the SOW. In addition that HLD shall:
- 3.6.2.1. Provide an initial draft demonstrating an understanding of the design objective, constraints and the need to integrate PFE to the system design and in turn integrate the system with external PFE connectivity;
- 3.6.2.2. Provide an initial draft for system Low Level Design (LLD) on:
- a. Access Node;
 - b. Battalion Node;
 - c. Company Communication Node;
 - d. Transit Node;
 - e. Rear Link Node;
 - f. GAR-T Relay;
 - g. Radio Access Point.

- h. Describe the Offerors intent for the Detailed Level Design (DLD);
- i. Describe the Offerors intent for Interface Control Documentation (ICD);

3.6.2.3. The Offeror shall provide an initial draft for Detailed Level Design (DLD);

3.6.2.4. The Offeror shall provide an initial draft for Interface Control Documentation (ICD);

3.6.3. Offerors shall provide an initial draft detailed description of how they intend to Build and Provide Production Units, as detailed in Section 2.2 (WP2) and Section 2.7 (WP7) of the SoW. The Offeror shall describe the full end to end processes they intend for:

- a. Batch #1 First Article Systems;
- b. Batch #2 and #3 (Option) Production Units.

3.7 Section 3: Supportability

3.7.1. Offerors shall provide a preliminary **Integrated Product Support Plan (IPSP)**, as detailed in the SOW section 4.2;

3.7.2. Offerors shall provide a Project Support Case to cover in one document the following:

3.7.2.1. **Reliability Availability Maintainability Testability (RAMT)** Case Report, as detailed in the SOW section 4.3;

3.7.2.2. Offerors shall provide a preliminary Failure Mode Effects and Criticality Analysis (FMECA), as detailed in the SOW section 4.4;

3.7.2.3. Offerors shall provide a preliminary **Maintenance Task Analysis (MTA)**, as detailed in the SOW section 4.5;

3.7.2.4. Offerors shall provide a preliminary **Level of Repair Analysis (LORA)**, as detailed in the SOW section 4.6;

3.7.2.5. Offerors shall provide a preliminary **Obsolescence Report**, as detailed in the SOW section 4.7;

3.7.2.6. Offerors shall provide a preliminary **Warranty Report**, as detailed in the SOW section 4.8;

3.7.2.7. Offerors shall provide a preliminary **In-Service Support Monthly Report**, as detailed in the SOW section 4.14;

3.7.2.8. Offerors shall provide a preliminary **Training Plan (TP)**, as detailed in the SOW section 2,4,2;

- 3.7.2.9. Offerors shall provide a preliminary **In-Service Support Plan (ISSP)**, as detailed in the SOW section 4.13;
- 3.7.2.10. Offerors shall provide a preliminary **System Safety Program Plan (SSPP)**, as detailed in the SOW section 4.15;
- 3.7.2.11. Offerors shall provide a preliminary **Configuration Management Plan (CMP)** as detailed in the SOW Section 6.2;
- 3.7.2.12. Offerors shall provide a preliminary **Quality Assurance Plan (QAP)** as detailed in SOW Section 7.2.

3.8. Section 4: Testing and Acceptance

- 3.8.1. The Offeror shall in this section demonstrate how it can meet the TDCIS 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 Section 8 of the SoW.

3.9. Section 5: Security Accreditation

- 3.9.1. The Offeror shall describe in the Security-related Documentation (SRD), support of the accreditation process as part of the preliminary PIP in accordance with Section 9 of the SoW:

- 3.9.1.1. CIS Description shall include:

- 3.9.1.1.1. Security Risk Assessment (SRA) including SRA Report;
- 3.9.1.1.2. System Specific Security Requirement Statement (SSRS);
- 3.9.1.1.3. Security Operating Procedures (Sec OPs);
- 3.9.1.1.4. Security Test and Verification Plan (STVP);
- 3.9.1.1.5. Security Test and Verification Report (STVR); and Electronic Security Environment (ESE) Conformance statement (ESECS)
- 3.9.1.2. The CIS Description document shall at a minimum include but not limited to the following information:
 - 3.9.1.2.1. Detailed technical description showing the main components and the high level as well as detailed information flows,
 - 3.9.1.2.2. Description of all internal and external connections of the system,
 - 3.9.1.2.3. List of hardware and software components used,
 - 3.9.1.2.4. Overview of the security mechanism which are going to be implemented in the TDCIS.
- 3.9.1.3. Objective of the SRA is to define the security objectives of confidentiality, availability and integrity/authenticity of the designed TDCIS systems according to the particular services to be provided by the resulting TDCIS system, the

values of the traffic and information stored and transported over the TDCIS system, and the nature and levels of the particular threats being identified.

- 3.9.1.4. The SRA shall include the following:
 - 3.9.1.4.1. Identification of the scope and objective of the security risk assessment (which shall be agreed with the Purchaser and SAA);
 - 3.9.1.4.2. Determination of the physical, personnel and information assets which contribute to the fulfilment of the mission of the TDCIS;
 - 3.9.1.4.3. Determination of the value of the physical and personnel assets;
 - 3.9.1.4.4. Determination of the value of the information assets against the following impacts: disclosure, modification, unavailability and destruction;
 - 3.9.1.4.5. Identification of the threats and vulnerabilities to the risk environment and their level;
 - 3.9.1.4.6. Identification of existing countermeasures;
 - 3.9.1.4.7. 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.
- 3.9.1.5. SSRS shall include the following:
 - 3.9.5.5.1. Describe the minimum levels of security deemed necessary to countermeasure the risk(s) identified in a risk assessment;
 - 3.9.5.5.2. Have a unique identifier for each security requirement;
 - 3.9.5.5.3. Indicate mandatory and recommended Security Mechanisms (SMs).
 - 3.9.5.6. SEC OPs for the TDCIS, as a minimum, shall include following sections:
 - 3.9.5.6.1. Administration and organisation of security, including points of contact;
 - 3.9.5.6.2. Personnel security, physical security, security of information;
 - 3.9.5.6.3. CIS Security;
 - 3.9.5.6.4. Incident and emergency procedures;
 - 3.9.5.6.5. Configuration management;
 - 3.9.5.6.6. Acceptable use policy.
 - 3.9.5.7. 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):
 - 3.9.5.7.1. System configuration and maintenance;

- 3.9.5.7.2. System backup;
- 3.9.5.7.3. System recovery, etc.
- 3.9.5.8. The STVP shall describe the security testing and verification of the CIS Security measures to be implemented for TDCIS. A complete and detailed sequence of steps to be followed proving that the security mechanisms designed into TDCIS enforce the security requirements identified in the TDCIS SSRS.
 - 3.9.5.8.1. For each security test the following details shall be identified:
 - 3.9.5.8.2. The objective of the security test;
 - 3.9.5.8.3. An outline description of the security test;
 - 3.9.5.8.4. A description of the execution of the security test (too include technical instructions how to conduct the test);
 - 3.9.5.8.5. The pass criteria for the security test.
 - 3.9.5.9. The Offeror 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 TDCIS enforce the security requirements identified in the TDCIS SSRS.
 - 3.9.5.10. For each security test the following details shall be identified:
 - 3.9.5.10.1. Test ID;
 - 3.9.5.10.2. An outline description of the security test;
 - 3.9.5.10.3. The pass criteria for the security test;
 - 3.9.5.10.4. Detailed results of the security tests;
 - 3.9.5.10.5. Test status (e.g. in progress, passed, failed)
 - 3.9.5.10.6. Test completion (in per cent);
 - 3.9.5.10.7. Failure severity (e.g. critical, serious, major, less important, none);
 - 3.9.5.10.8. Test date;
 - 3.9.5.10.9. An info about who conducted the test;
 - 3.9.5.10.10. An information about who witness the test
 - 3.9.5.11. STVR SHALL contain overall test summary details:
 - 3.9.5.11.1. Identification of the element under tests (TDCIS deployable kit(s));
 - 3.9.5.11.2. Tests starting date;

- 3.9.5.11.3. Tests finishing date;
- 3.9.5.11.4. Amount of all tests to be conducted;
- 3.9.5.11.5. Amount of tests executed;
- 3.9.5.11.6. Tests passed;
- 3.9.5.11.7. Tests failed;
- 3.9.5.11.8. Tests still in progress
- 3.9.5.12. Electronic Security Environment (ESE) Conformance statement (ESECS)
- 3.9.5.13. The Offeror shall acknowledge in a statement that the requirement for this document as stated in Section 9.11 of the Statement of Work is understood and will be met.

3.10. Section 6: Manufacturers Datasheets

- 3.10.1. The Offeror shall provide as part of the System Design Plan (SDP) under section 2.1.2 of the SoW, manufacturers datasheets for all equipment, demonstrating compliance with the requirements stated in the SRS, Annex A of the SoW.
- 3.11. The Offeror shall send Volume III – Technical Envelope to the Purchaser's point of contact specified in paragraph 2.6.2.2 above via email.

SECTION IV - QUOTATION EVALUATION

4.1. GENERAL

- 4.1.1. The evaluation of Quotations will be made by the Purchaser solely on the basis of the requirements in this RFQ.
- 4.1.2. The evaluation of Quotations 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 Offeror and contained in its Quotation. The Purchaser shall not be responsible for locating or securing any information which is not included in the Quotation.
- 4.1.3. To ensure that sufficient information is available, the Offeror shall furnish with its Quotation all information appropriate to provide a complete description of the work which will be performed and/or the supplies to be delivered. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Offeror proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this RFQ. Significant omissions and/or cursory submissions may result in a determination of non-compliance without recourse to further clarification.
- 4.1.4. During the evaluation, the Purchaser may request clarification of the Quotation from the Offeror, and the Offeror 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 Quotation and to permit the Offeror to state its intentions regarding certain statements contained therein. The Offeror is not permitted any cardinal alteration of the Quotation regarding technical matters and shall not make any change to its price quotation at any time nor restate the Statement of Work (SOW).
- 4.1.5. The Offeror'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 Quotation to be deemed non-compliant.
- 4.1.6. The evaluation will be conducted in accordance with the Use of Basic Ordering Agreements (BOAs) by the NATO Communications and Information Agency (NCI Agency) set forth in the NATO document AC/4-D(2019)0004 (INV).
- 4.1.7. The administrative compliance of the Quotations will be evaluated first. Quotations 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: Volume II - Price, Volume III- Technical.
- 4.1.8. All administrative compliant Quotations will be reviewed for price compliance and then technical compliance. The Contract(s) resulting from this RFQ will be awarded to the Offeror whose offer, as evaluated by the Purchaser, is the lowest priced, technically compliant quotation 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, Quotations will be reviewed for compliance with the Quotation Submission Requirements of this RFQ. These are as follows:

- (a) The Quotation was received by the Quotation Closing Date and Time,
 - (b) The Quotation was packaged and marked properly (paragraphs 3.3.1 to 3.3.4),
 - (c) The Administrative Package contains all Certificates at Annex B hereto (paragraph 3.3.3).
 - (d) The Administrative Package contained the Bid Guarantee in the proper amount, in the proper form and for the established length of time (12 Months).
- 4.2.2. A Quotation 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 Offeror has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned its Quotation on a modification or alteration of the Terms and Conditions or the language of the Statement of Work, the Offeror may be determined to have submitted a non-compliant Quotation.

4.3. PRICE CRITERIA

- 4.3.1. The Offeror's Price Quotation will be first assessed for compliance against the following standards:
- 4.3.1.1. The Price Quotation meets the requirements for preparation and submission of the Price Quotation set forth in the Quotation Preparation Section and the Instructions for preparation of the Bidding Sheets (Annex C) in particular:
- a. The Offeror has furnished Firm Fixed Prices for all items listed. Not having provided a price for all items as required per the Bidding sheets, i.e. to fill out **all** yellow fields, may render the Quotation non-compliant. Prices cannot be embedded/included in other prices.
 - b. All pricing data, i.e., quantities, unit prices, has been provided as reflected in the Bidding Sheets.
 - c. Quotation prices include all costs for items supplied, delivered, and supported.
 - d. All prices have been accurately entered into appropriate columns and accurately totalled.
 - e. The Offeror has provided accurate unit prices (where required) and a total price for each line item.
 - f. The Offeror has provided accurate unit prices and a total price of each of the sub-items it added (if any).
 - g. The currency of all line items has been clearly indicated.
 - h. The Offeror 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 Section III, paragraph 3.4.8 shall be met.

- i. The Offeror 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 and realistic (based on historic data, and/or market and competitive trends in the specified industrial sector(s)).
- k. Detailed pricing information has been provided and is adequate, accurate, traceable, and complete.
- l. The detailed tabs in the bidding sheets (“CLIN 10 – Cyber (Spare) Node”, “CLIN 2.2.1 – Batch #1”, “CLIN 7.3 – Batch #2” and “CLIN 11.3 – Batch #3) shall match the CLIN Summary tab.

4.3.1.2. The Price Quotation meets requirements for price realism as described below in paragraph 4.3.4.

4.3.1.3. A Quotation 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.

4.3.2. Basis of Price Comparison to determine lowest priced, compliant Quotation

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 Quotation 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 Sheets including all Option prices. Offerors who do not provide a quote for each Option shall be deemed non-compliant.

4.3.3. Inconsistencies and discrepancies in Quotation price quotation

4.3.3.1. In case of inconsistencies, discrepancies and/or contradictory pricing information in the different parts of the Quotation price submission and notwithstanding the possibility for the Purchaser, at its sole discretion to obtain clarification from the Offeror, for the purpose of determining the total price of the Quotation, 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 Quotation Price as indicated by the Offeror
- b. Total of the Quotation calculated from the indicated Total Prices(s) 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 Quotation Price as indicated by the Offeror

- b. Total of the Quotation calculated from the indicated Total Prices(s) indicated per CLIN(s)

4.3.4. Price Realism

- 4.3.4.1. Should an Offeror submit a price quotation so low that it is not a realistic reflection of the objective cost of performance of the associated technical proposal, this may be considered by the Purchaser to be an unrealistic offer and may be determined to be non-compliant.
- 4.3.4.2. Indicators of an unrealistically low Quotation may include, but are not limited to, the following:
 - a. Labour Costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the Offeror 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 Offeror has artificially debased its prices in order to secure contract award, the Purchaser will request clarification of the Quotation in this regard and the Offeror shall provide explanation on one of the following basis:
 - a. An error was made in the preparation of the Price Quotation. In such a case, the Offeror 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 Offeror. In such a case, the Offeror 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 Offeror has a competitive advantage due to prior experience or industrial/technological processes that demonstrably reduce the costs of Offeror 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 Offeror recognises that the submitted Price Quotation is unrealistically low compared to its cost of performance and, for business reasons, the Offeror is willing to absorb such a loss. Such a statement can only be made by the head of the business unit submitting the Quotation and will normally be made at the level of Chief Operating Officer or Chief Executive Officer. In such a case, the Offeror shall estimate the potential loss and show that the financial resources of the Offeror are adequate to withstand such reduction in revenue.

- 4.3.4.4. If an Offeror fails to submit a comprehensive and compelling response on one of the basis above, the Purchaser may determine the Quotation submitted as non-compliant. If the Offeror responds on the basis of the above and requests to withdraw from the competition, the Purchaser may, depending on the nature and gravity of the mistake, allow the Offeror to withdraw.
- 4.3.4.5. If the Purchaser accepts the Offeror's explanation of mistake in Paragraph 4.3.4.3 (a) and allows the Offeror to accept the Contract at the offered price, or the Purchaser accepts the Offeror's explanation pursuant to paragraph 4.3.4.3(c) above, the Offeror shall agree that the supporting pricing data submitted with its Quotation will be incorporated by reference in the resultant Contract. The Offeror 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 Offeror presents a convincing rationale pursuant to paragraph 4.3.4.3 (b) above, 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 Quotation may be determined to be non-compliant.
- 4.3.4.7. The Options referred to in Section 1.11 of the SOW and the Bidding Sheets are requirements which are not within the received authorization and are included as **evaluated** Options for CLINs 10 and 11; and CLIN 12 as a **non-evaluated** Option. Offerors who do not provide a quote for each Option shall be deemed non-compliant. These are being incorporated as Indefinite Delivery Options addressing special requirements the fulfilment of which is subject to express authorization to be provided by the relevant NATO authorities. Therefore, at the time of the signature of any Contract resulting from this RFQ, no obligation for the parties will arise with respect to the performance and/or payments associated with tasks and deliverables which are made part of any Option. The obligation of the parties with respect to these Options is subject to the authorization by the relevant NATO authorities and the unilateral express exercise of the Options by the Purchaser. The Purchaser reserves the right to exercise any or all Options at any point during the Contract including at Contract Award.

4.4. TECHNICAL CRITERIA

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

4.4.2 Technical Proposal

4.4.2.1 The Offeror shall have provided a Technical Proposal which includes all of information required in Sections 3.5.1 – 3.10.1.

4.4.3 Table of Contents

4.4.3.1 The Offeror shall have provided a Table of Contents as required by Paragraph 3.5.2.1.

4.4.4 Technical Proposal Cross Reference Matrix Table

4.4.4.1. The Offeror has included a completed Technical Proposal Cross Reference Matrix Table as per Book I Annex E Cross Reference/Compliance Table.

4.4.5. Section 1: Project Implementation Plan

4.4.5.1 The Offeror shall have submitted a preliminary Project Implementation Plan (PIP) in accordance with the requirements of Section 3.2.1 of the SoW; which, clearly describes how the Offeror intends to implement the totality of the project in compliance with the contractual requirements; as well as, confirmation that travel for integration and system testing, plus training delivery within Portugal can be met.

4.4.5.2 The Offeror 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 Section 3.2.2 of the SoW that defines how the Offeror 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 Offeror shall provide a statement assuring that all requirements shall be met for the Site Survey and Site Survey Report in accordance to the requirements stated in Sections 2.5.1, 2.6.2, and 3.4 of the SoW (Book II Part IV).

4.4.5.5 The PIP shall have included a preliminary Project Master Schedule (PMS) in accordance with the requirements of Section 3.2.3 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.

4.4.5.6 The Offeror shall identify all activities related to the security accreditation process according Section 9 of the SoW in the preliminary Project Implementation Plan (PIP) and in the Project Management Plan (PMP).

4.4.5.7 The Offeror shall provide a curriculum vitae for the personnel proposed for this project as identified in the SoW Appendix E. For each role identified (at least one person per role and a maximum of one role per person), the resumes shall meet or exceed the experience, knowledge and educational criteria stated in the SoW Table 43 and Section 3.1, demonstrating that they have the expected knowledge, capability and experience to meet the requirements of this Contract. The Offeror 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. The Offeror shall include for identified key personnel for this project their security clearance certificate with expiration date of the clearance.

4.4.6. Section 2: Engineering

- 4.6.1.1. The Offeror shall provide a draft System Design Plan (SDP) with the information as required and detailed in the SOW 2.1.2 (WP1) and the SDP shall demonstrate compliance with the System Requirements Specification (Annex A of the SoW).
 - 4.6.1.1.1. Initial draft document for Low and Detailed Level design documentation, derived from the High Level Designs illustrated within the Annex A, SRS of the SoW;
 - 4.6.1.1.2. How the Offeror shall include all Interface Controls;
 - 4.6.1.1.3. How the Offeror, shall develop these draft baseline documents into a mature design set to support the projects end to end delivery.
- 4.6.1.2. The SDP shall be a minimum of 10 pages but no more than 20 pages.
- 4.6.1.3. Offeror shall provide a draft High Level Design (HLD) demonstrating compliance, as detailed in Section 2.1.4 of the SoW. In addition that HLD shall:
 - 4.6.1.3.1. Be sufficiently detailed to demonstrate an understanding of the design objective, constraints and the need to integrate with PFE and external connectivity;
 - 4.6.1.3.2. The Offeror shall demonstrated their intent for system level Low Level Design (LLD) Documentation and how the LLD's for each of the following shall be presented:
 - 4.6.1.3.2.1. Access Node;
 - 4.6.1.3.2.2. Battalion Node;
 - 4.6.1.3.2.3. Company Communication Node;
 - 4.6.1.3.2.4. Transit Node;
 - 4.6.1.3.2.5. Rear Link Node;

- 4.6.1.3.2.6. GAR-T Relay;
- 4.6.1.3.2.7. Radio Access Point.
- 4.6.1.3.2.8. The Offeror shall provide a draft document demonstrating their compliance for the Detailed Level Design (DLD) Documentation, supporting the LLD's in 4.6.1.3.2 of Book I.
- 4.6.1.3.2.9. Describe the Offerors intent for Interface Control Documentation (ICD) and how these shall map to the LLD, DLD and the Portuguese National Network;
- 4.6.1.3.2.10. The Offeror shall provide an initial draft baseline system document set, demonstrating how the project will be supported in its end-to-end delivery.
- 4.6.1.3.3. Offerors shall provide a draft detailed description of how they intend to Build and Provide Production Units, as detailed in Section 2.2 (WP2) and 2.7 (WP7) of the SoW, the Offeror shall describe the full end to end processes they intend for:
 - 4.6.1.3.3.1. Batch #1 Prototype First Article Systems;
 - 4.6.1.3.3.2. Batch #2 and #3 (Batch #3 is an option) Production Units.

4.4.7. Section 3: Supportability

- 4.4.7.1. Offeror shall provide a preliminary Integrated Product Support Plan (IPSP), as detailed in the SOW section 4.2 describing in detail each relevant content for each paragraph of the provided structure demonstrating the concept, understanding (who, what, when, where, how) and commitment of each activity. The preliminary IPSP shall include an annex with the traceability matrix to match coverage for all Integrated Product Support (IPS) requirements in the SOW section 4.1 to 4.12 vs relevant ISPS paragraphs. The preliminary IPSP shall be at least 20 pages and no more than 40 pages.
- 4.4.7.2. Offeror shall provide a Product Support Case that shall support the IPSP and ISSP providing concise and precise answers to each requirement in one document. The Support Case shall be at least 40 pages and no more than 80 pages, and provide sufficient details for the following:
 - 4.4.7.2.1. **Reliability Availability Maintainability Testability (RAMT) Case Report**, as detailed in the SOW section 4.3 , describing in detail each relevant content for each paragraph of the provided structure;
 - 4.4.7.2.2. **Failure Mode Effects and Criticality Analysis (FMECA)**, as detailed in the SOW section 4.4 , describing in detail each relevant content for each paragraph of the provided structure;
 - 4.4.7.2.3. **Maintenance Task Analysis (MTA)**, as detailed in the SOW section 4.5 , describing in detail each relevant content for each paragraph of the provided structure;
 - 4.4.7.2.4. **Level of Repair Analysis (LORA)**, as detailed in the SOW section 4.6 , describing in detail each relevant content for each paragraph of the provided structure;
 - 4.4.7.2.5. **Obsolescence Report**, as detailed in the SOW section 4.7 , describing in detail each relevant content;

- 4.4.7.2.6. **Warranty Report**, as detailed in the SOW section 4.12 , describing in detail each relevant content;
- 4.4.7.2.7. **In-Service Support Monthly Report**, as detailed in the SOW section 4.14, describing in detail each relevant content.
- 4.4.7.3. Offeror shall provide a preliminary Training Plan (TP), as detailed in the SOW section 4.11 , describing in detail each relevant content for each paragraph of the provided structure (for both the TP and the Training Needs Analysis) demonstrating the concept, understanding (who, what, when, where, how) and commitment of each activity. The preliminary TP shall be at least 20 pages and no more than 40 pages.
- 4.4.7.4. Offeror shall provide a preliminary In-Service Support Plan (ISSP), as detailed in the SOW section 4.13 , describing in detail each relevant content for each paragraph of the provided structure demonstrating the concept, understanding (who, what, when, where, how) and commitment of each activity. The preliminary ISSP shall include an annex with a traceability matrix to match coverage for all Integrated Product Support (IPS) requirements in the SOW section 4.13 to 4.14 vs relevant ISSP paragraphs. The preliminary ISSP shall be at least 20 pages and no more than 40 pages.
- 4.4.7.5. Offeror shall provide a preliminary Configuration Management Plan (CMP) as detailed in the SOW Section 6.2 , describing in detail each relevant content so to demonstrate the concept, understanding (who, what, when, where, how) and commitment of each activity. The preliminary CMP shall include an annex with a traceability matrix to match coverage for all Configuration Management requirements in the SOW section 6 vs relevant CMP paragraphs. The preliminary CMP shall be at least 10 pages and no more than 20 pages.
- 4.4.7.6. Offeror shall provide a preliminary Quality Assurance Plan (QAP) as detailed in SOW Section 7.2. The preliminary QAP shall include an annex with a traceability matrix to match coverage for all Quality Assurance and Control requirements in the SOW section 7 vs relevant QAP paragraphs. The preliminary QMP shall be at least 10 pages and no more than 20 pages.
- 4.4.8. Section 4: Testing and Acceptance**
- 4.4.8.1. The Offeror shall in this section demonstrate how it can meet the TDCIS capability testing requirements and conducting all related activities. This includes the draft of all test documentation required, the conduct of all testing and the evaluation and documentation of the tests results as specified in Sections 8.2, 8.3, 8.5 and 8.6 of the SoW.
- 4.4.8.2. The Offerors approach to testing, its resourcing, its structure;
- 4.4.8.2.1. All test areas where testing shall be required during the delivery, in particular:
- 4.4.8.2.2. Quality First Articles Section 2.2 (WP2);
- 4.4.8.2.3. Conduct User Testing Section 2.5 (WP5);
- 4.4.8.2.4. Support Operational Test and Evaluation Section 2.6 (WP6);
- 4.4.8.2.5. Provide Production Units Section 2.7 (WP7);
- 4.4.8.2.6. System Acceptance as per Section 10 of the SOW.

4.4.9. Section 5: Security Accreditation

4.4.9.1. The Security Accreditation Plan for the TDCIS 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.

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

4.4.9.2.1. CIS Description;

4.4.9.2.2. Security Risk Assessment (SRA) including SRA Report;

4.4.9.2.3. System Specific Security Requirement Statement (SSRS);

4.4.9.2.4. Security Operating Procedures (Sec OPs);

4.4.9.2.5. Security Test and Verification Plan (STVP);

4.4.9.2.6. Security Test and Verification Report (STVR);

4.4.9.2.7. Electronic Security Environment (ESE) Conformance statement (ESECS) {The ESE/ESECS is not part of the technical evaluation; the Offeror is requested to acknowledge in a statement that the requirement for this document as stated in Section 9.3 of the SoW is understood and will be met}

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

4.4.9.3.1. Detailed technical description showing the main components and the high level as well as detailed information flows,

4.4.9.3.2. Description of all internal and external connections of the system,

4.4.9.3.3. List of hardware and software components used,

4.4.9.3.4. Overview of the security mechanism which are going to be implemented in the TDCIS.

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

4.4.9.5. The SRA shall include the following:

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

4.4.9.5.2. Determination of the physical, personnel and information assets which contribute to the fulfilment of the mission of the TDCIS;

4.4.9.5.3. Determination of the value of the physical and personnel assets;

- 4.4.9.5.4. Determination of the value of the information assets against the following impacts: disclosure, modification, unavailability and destruction;
- 4.4.9.5.5. Identification of the threats and vulnerabilities to the risk environment and their level;
- 4.4.9.5.6. Identification of existing countermeasures;
- 4.4.9.5.7. 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.
- 4.4.9.6. SSRS shall include the following:
 - 4.4.9.6.1. Describe the minimum levels of security deemed necessary to countermeasure the risk(s) identified in a risk assessment;
 - 4.4.9.6.2. Have a unique identifier for each security requirement;
 - 4.4.9.6.3. Indicate mandatory and recommended Security Mechanisms (SMs).
- 4.4.9.7. Sec OPs for the TDCIS, as a minimum, shall include following sections:
 - 4.4.9.7.1. Administration and organisation of security, including points of contact;
 - 4.4.9.7.2. Personnel security, physical security, security of information;
 - 4.4.9.7.3. CIS Security;
 - 4.4.9.7.4. Incident and emergency procedures;
 - 4.4.9.7.5. Configuration management;
 - 4.4.9.7.6. Acceptable use policy.
- 4.4.9.8. 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):
 - 4.4.9.8.1. System configuration and maintenance;
 - 4.4.9.8.2. System backup;
 - 4.4.9.8.3. System recovery, etc.
- 4.4.9.9. The STVP shall describe the security testing and verification of the CIS Security measures to be implemented for TDCIS. A complete and detailed sequence of steps to be followed proving that the security mechanisms designed into TDCIS enforce the security requirements identified in the TDCIS SSRS.
- 4.4.9.10. For each security test the following details shall be identified:
 - 4.4.9.10.1. The objective of the security test;

- 4.4.9.10.2. An outline description of the security test;
- 4.4.9.10.3. A description of the execution of the security test (too include technical instructions how to conduct the test);
- 4.4.9.10.4. The pass criteria for the security test.
- 4.4.9.11. The Offeror 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 TDCIS enforce the security requirements identified in the TDCIS SSRS.
- 4.4.9.12. For each security test the following details shall be identified:
 - 4.4.9.12.1. Test ID;
 - 4.4.9.12.2. An outline description of the security test;
 - 4.4.9.12.3. The pass criteria for the security test;
 - 4.4.9.12.4. Detailed results of the security tests;
 - 4.4.9.12.5. Test status (e.g. in progress, passed, failed)
 - 4.4.9.12.6. Test completion (in per cent);
 - 4.4.9.12.7. Failure severity (e.g. critical, serious, major, less important, none);
 - 4.4.9.12.8. Test date;
 - 4.4.9.12.9. An info about who conducted the test;
 - 4.4.9.12.10. An information about who witness the test;
- 4.4.9.13. STVR shall contain overall test summary details:
 - 4.4.9.13.1. Identification of the element under tests (TDCIS deployable kit(s));
 - 4.4.9.13.2. Tests starting date;
 - 4.4.9.13.3. Tests finishing date;
 - 4.4.9.13.4. Amount of all tests to be conducted;
 - 4.4.9.13.5. Amount of tests executed;
 - 4.4.9.13.6. Tests passed;
 - 4.4.9.13.7. Tests failed;
 - 4.4.9.13.8. Tests still in progress
- 4.4.9.14. Electronic Security Environment (ESE) Conformance statement (ESECS)

4.4.9.15. The Offeror shall acknowledge in a statement that the requirement for this document as stated in Section 9.2 of the SoW is understood and will be met.

4.4.10. Section 6: Manufacturers Datasheets

4.4.10.1. The Offeror shall provide as part of the System Design Plan (SDP) under section 2.1.2 of the SoW, manufacturers datasheets for all equipment, demonstrating compliance with the requirements stated in the SRS, Annex A of the SoW.

ANNEX A – CLARIFICATION REQUESTS FORMS

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

ADMINISTRATIVE/CONTRACTUAL				
Serial Nr	RFQ Section Ref.	OFFEROR'S QUESTION	NCI AGENCY ANSWER	Status*
A.1				
A.2				
A.3				

* Status: Is Amendment to RFQ required as a direct result of the Clarification Request?



INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

PRICE				
Serial Nr	RFQ Section Ref.	OFFEROR'S QUESTION	NCI AGENCY ANSWER	Status*
P.1				
P.2				
P.3				

* Status: Is Amendment to RFQ required as a direct result of the Clarification Request?

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

TECHNICAL				
Serial Nr	RFQ Section Ref.	OFFEROR'S QUESTION	NCI AGENCY ANSWER	Status*
T.1				
T.2				
T.3				

* Status: Is Amendment to RFQ required as a direct result of the Clarification Request?



Annex B – Administrative Certificates

ANNEX B-1

CERTIFICATE OF LEGAL NAME OF OFFEROR

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

FULL NAME OF CORPORATION: _____

DIVISION (IF APPLICABLE): _____

SUB DIVISION (IF APPLICABLE): _____

OFFICIAL MAILING ADDRESS: _____

E-MAIL ADDRESS: _____

FAX NO.: _____

BOA NO.: _____

POINT OF CONTACT (POC) REGARDING THIS QUOTATION:

NAME: _____

POSITION: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

ALTERNATIVE POC:

NAME: _____

POSITION: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

DATE

SIGNATURE OF AUTHORISED REPRESENTATIVE

PRINTED NAME

TITLE

ANNEX B-2

CERTIFICATE OF INDEPENDENT DETERMINATION

1. Each Offeror shall certify signing this Quotation shall also certify that:

Each Offeror shall certify that in connection with this procurement:

- a. This quotation has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Offeror or with any competitor;
- b. The contents of this Quotation have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to award, directly or indirectly to any other Offeror or to any competitor, and;
- c. No attempt has been made, or will be made by the Offeror to induce any other person or firm to submit, or not to submit, a Quotation for the purpose of restricting competition.

2. Each person signing this Quotation shall also certify that:

- a. They are the person in the Offeror's organisation responsible within that organisation for the decision as to the quotation and that they have not participated and will not participate in any action contrary to 1(a) through 1(c) above, or;
- b. (i) They are not the person in the Offeror's organisation responsible within that organisation for the quotation but that they have 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) They have not participated and will not participate in any action contrary to 1(a) through 1(c) above.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

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



ANNEX B-3

CERTIFICATE OF QUOTATION VALIDITY

I, the undersigned, as an authorised representative of the firm submitting this quotation, do hereby certify that the pricing and all other aspects of our Quotation will remain valid for a period of 12(twelve) months from the Quotation Closing Date of this Request for Quotation.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company



ANNEX B-4

CERTIFICATE OF UNDERSTANDING

I certify that

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company



ANNEX B-5

CERTIFICATE OF EXCLUSION OF TAXES, DUTIES AND CHARGES

I hereby certify that the prices offered in the price quotation of this Quotation 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 B-6

ACKNOWLEDGEMENT OF RECEIPT OF RFQ AMENDMENTS

I confirm that the following Amendments to Request for Quotation No RFQ-CO-115363-PRT-TDICS have been received and the Quotation as submitted reflects the content of such Amendments:

Amendment Number	Date of Issue by the Purchaser	Date of Receipt by the Offeror

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company



ANNEX B-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 (*Check the applicable statement below*):

- I do not have any supplemental agreements to disclose for the performance of this contract [*cross out points 1 to 6.5 of this certificate*].
- I do have supplemental agreements to disclose for the performance of this contract (*complete points 2 and 3 below in a separate attachment to this certificate*).

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 Quotation.
2. 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.
3. 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*).
4. 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 Offeror may be cause for the NCIA to determine the submitted quotation to be non-compliant with the requirements of the RFQ.
5. 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 B-8

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

The Offeror 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 B-9

COMPREHENSION AND ACCEPTANCE OF CONTRACT GENERAL AND SPECIAL PROVISIONS

The Offeror hereby certifies that it has reviewed the Contract Special Provisions set forth in the Prospective Contract, Book II of this Request for Quotation (RFQ) and the Contract Provisions set forth in the Basic Ordering Agreement signed with the NCI Agency. The Offeror 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 Offeror additionally certifies that the Quotation submitted by the Offeror 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 RFQ.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX B-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 B-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 quality certification is **attached herewith**.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company



ANNEX B-12

LIST OF KEY PERSONNEL

Name	Position	Security Clearance Level and Expiration
	Project Manager	
	Technical Lead	
	Test Director	
	CIS Security Manager	
	IPS Manager	
	Training Manager	
	Configuration Manager	
	Quality Manager	

**Certificate of Security Clearance to be attached.*



ANNEX B-13

Disclosure of Involvement of Former NCI Agency Employment

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

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

The Offeror hereby certifies that its personnel working as part of the company’s team, at any tier, preparing the Quotation:

- 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 below):

Employee Name	Former NCIA Position	Current Company Position

The Offeror 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 of Authorised Representative

_____ Printed Name

_____ Title

_____ Company

Excerpt of NCI Agency AD. 05.00, Code of Conduct dated May 2017**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 Quotations / 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

- 17.1 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.
- 17.2 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 they were 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.
- 17.3 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.

- 17.4 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.
- 17.5 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.
- 17.6 NCI Agency Personnel leaving the Agency shall sign a statement that they are aware of the post-employment measures set out in this Directive.
- 17.7 The post-employment measures set out in this Directive shall be reflected in the NCI Agency procurement documents, such as RFQs, and contract provisions.

ANNEX B-14

OFFEROR BACKGROUND IPR

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

ITEM	DESCRIPTION

The Offeror 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 29, Part II- Special Provisions and Article 30 of the NCI Agency, Part III - General Provisions.



ANNEX B-15

LIST OF SUBCONTRACTOR IPR

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

ITEM	DESCRIPTION

The Offeror 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 Offeror’s obligations under the Contract.

The Subcontractor IPR stated above complies with the terms specified in Article 30 of the NCI Agency, Part III - General Provisions.

ANNEX B -16

Bid Guarantee - Standby Letter of Credit

Standby Letter of Credit Number:

Issue Date: _____

Beneficiary: NATO CI Agency,
Financial Management Resource Centre,
Boulevard Léopold 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 OFFEROR) in the original amount of:

Schedule A: € 300,000.00 (Three Hundred Thousand Euros). We are advised this Guarantee fulfils a requirement under Invitation for Quotation RFQ-CO-115363-PRT-TDCIS dated _____.

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

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

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

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

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

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

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

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

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

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

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

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

8. Multiple drawings are allowed.

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

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

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

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



Annex C – Bidding Sheets

[Provided under separate MS Excel File:

“RFQ-CO-115363-PRT-TDCIS – Book I Annex C – Bidding Sheets”]

Annex D – Instructions for the Preparation of Bidding Sheets

1. Offerors are required, in preparing their Price Quotation to utilise the Bidding Sheets following the instructions detailed in Section III– Quotation Preparation Instructions and CLIN Bidding Sheet instructions within the Bidding Sheets itself.
2. The Offeror must complete and submit the Bidding Sheets with their Price Breakdown per CLIN – one (1) sheet is required for each Major CLIN (1, 2, 3, etc.).
3. The prices entered on the Bidding Sheets shall reflect the total items required to meet the contractual requirements.
4. Details Tabs: “CLIN 10 – Cyber (Spare) Node”, “CLIN 2.2.1 – Batch #1”, “CLIN 7.3 – Batch #2” and “CLIN 11.3 – Batch #3” must match with the CLIN Summary tab.
5. The total price shall be indicated in the appropriate columns and in the currency quoted.
6. The total evaluated price shall be the price of the basic Contract.
7. If the price of a CLIN is expressed in different currencies, these shall be identified, and there shall be as many bidding sheets for that CLIN as there are currencies.
8. In preparing the Price Quotation, the Offeror shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. Pricing for lower level items shall add to the total for the Sub-CLINs, and the Sub-CLIN totals shall add to the CLIN total. The Purchaser in its favour may resolve ambiguous computation of prices. The Offeror shall identify the sub-CLIN, per line item, in each detailed Bidding Sheet section, i.e. Materials, Labour, Subcontract Labour, Travel etc., that is being priced.
9. Prices shall not include any provision for taxes or duties for which the Purchaser is exempt.
10. The Offeror shall not introduce any changes or deviations to the bidding sheets as Published by the Purchaser.

Annex E – Compliance table

Offeror shall complete column “QUOTATION REFERENCE” with Quotation references that locate the technical proposal documentation required by the RFQ, e.g. section, paragraph, table (if applicable), page number etc. One copy each of the duly completed Cross Reference/Compliance Table is to be included in the Quotation Technical Proposal package. The Quotation shall follow the instructions in Section 3.5, and will be evaluated according to the instructions in Section 4.4.

Bidding Instructions Requirement Ref.	SOW Requirement Ref	REQUIREMENT DESCRIPTION	Evaluation Criterion Ref.	QUOTATION REFERENCE
				<i>Offeror to complete</i>
3.5.2.1		<u>Table of Contents</u> Offeror 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.	4.4.3.1	
3.5.2.2		<u>Cross-Reference/Compliance Table</u> The Offeror shall include the completed Technical Proposal Cross-Reference Table at Annex E of Book I. The Offeror shall complete the Column marked “QUOTATION REFERENCE” 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 Offeror to ensure that all the required information has been provided in the Technical Proposal.	4.4.4.1	
		Section 1: Project Implementation Plan (PIP)		
3.5.3	3.2.1	The Offeror shall submit a preliminary Project Implementation Plan in accordance with the requirements of Section 3.2.1 of the Statement	4.4.5.1	

Bidding Instructions Requirement Ref.	SOW Requirement Ref	REQUIREMENT DESCRIPTION	Evaluation Criterion Ref.	QUOTATION REFERENCE
		Of Work (SOW) (Book II Part IV), which clearly describes how the Offeror intends to implement the totality of the project in compliance with the contractual requirements and the following specific requirements:		
3.5.3.1		Project Overview. The Offeror 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 and in which geographic regions the Project's phases as illustrated in Appendix A of the SoW will be executed during the full lifetime of the Project.	4.4.5.2	
3.5.3.2	3.2.2	The PIP shall include a preliminary Project Management Plan (PMP) in accordance with the requirements of Section 3.2.2 of the SoW (Book II Part IV) that defines how the Offeror 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	4.4.5.3	
3.5.3.3	2.5.1, 2.5.2, 3.4	The Offeror shall provide a statement assuring that all requirements shall be met for the Site Survey and Site Survey Report in accordance to the requirements stated in Sections 2.5.1, 2.6.2, and 3.4 of the SoW (Book II Part IV). The site survey shall be performed according to the Schedule of Supplies and Services after the Effective Date of the Contract.	4.4.5.4	
3.5.3.4	3.2.3	The PIP shall include a Project Master Schedule (PMS) in	4.4.5.5	

Bidding Instructions Requirement Ref.	SOW Requirement Ref	REQUIREMENT DESCRIPTION	Evaluation Criterion Ref.	QUOTATION REFERENCE
		accordance to the requirements stated in Section 3.2.3 of the SoW (Book II Part IV) 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.		
3.5.3.5	9	The PIP shall included required security accreditation documents as described in Section 9 of the Sow.	4.4.5.6	
3.5.4	Annex E	Project Personnel. The Offeror shall provide a curriculum vitae for the personnel proposed for this project listed in Appendix E Key Personnel Requirements of the SoW (Book I Part IV). The Offeror 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 <u>security clearance information</u> . 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.	4.4.5.7	
		SECTION 2: ENGINEERING		
3.6.1	2.1.2	The Offeror shall provide a draft System Design Plan (SDP), as detailed in Section 2.1 (WP1) of the SoW.	4.6.1.1. – 4.6.1.2.	
3.6.2	2.1.4	Offerors shall provide a draft High Level Design (HLD), as detailed Section 2.1.4 of the SOW. The HLD shall address all HLD	4.6.1.3	

Bidding Instructions Requirement Ref.	SOW Requirement Ref	REQUIREMENT DESCRIPTION	Evaluation Criterion Ref.	QUOTATION REFERENCE
		requirements as detailed in the SOW. In addition that HLD shall:		
3.6.2.1		Provide an initial draft demonstrating an understanding of the design objective, constraints and the need to integrate PFE to the system design and in turn integrate the system with external PFE connectivity;	4.6.1.3.1	
3.6.2.2		Provide an initial draft for system Low Level Design (LLD) on: <ul style="list-style-type: none"> a. Access Node; b. Battalion Node; c. Company Communication Node; d. Transit Node; e. Rear Link Node; f. GAR-T Relay; g. Radio Access Point. h. Describe the Offerors intent for the Detailed Level Design (DLD); i. Describe the Offerors intent for Interface Control Documentation (ICD); 	4.6.1.3.2	
3.6.2.3	2.1.6	The Offeror shall provide an initial draft for Detailed Level Design (DLD);	4.6.1.3.2.8	
3.6.2.4	2.1.7	The Offeror shall provide an initial draft for Interface Control Documentation (ICD);	4.6.1.3.2.9	
		The Offeror shall provide an initial draft baseline system document set, demonstrating how the project will be supported in its end-to-end delivery.	4.6.1.3.2.10	
3.6.3	2.2, 2.7	Offerors shall provide an initial draft detailed description of how they intend to Build and Provide Production Units, as detailed in Section 2.2 (WP2) and Section 2.7 (WP7) of the SoW. The Offeror shall describe the full end to end processes they intend for:	4.6.1.3.3	

Bidding Instructions Requirement Ref.	SOW Requirement Ref	REQUIREMENT DESCRIPTION	Evaluation Criterion Ref.	QUOTATION REFERENCE
		<ul style="list-style-type: none"> a. Batch #1 First Article Systems; b. Batch #2 and #3 (#3 is an Option) Production Units. 		
		SECTION 3: SUPPORTABILITY		
3.7.1	4.2	Offerors shall provide a preliminary Integrated Product Support Plan (IPSP), as detailed in the SOW section 4.2n describing in detail each relevant content for each paragraph of the provided structure demonstrating the concept, understanding (who, what, when, where, how) and commitment of each activity. The preliminary IPSP shall include an annex with the traceability matrix to match coverage for all Integrated Product Support (IPS) requirements in the SOW section 4.1 to 4.12 vs relevant ISPS paragraphs. The preliminary IPSP shall be at least 20 pages and no more than 40 pages.	4.4.7.1	
3.7.2		Offeror shall provide a Product Support Case that shall support the IPSP and ISSP providing concise and precise answers to each requirement in one document. The Support Case shall be at least 40 pages and no more than 80 pages, and provide sufficient details for the following:	4.4.7.2	
3.7.2.1	4.3			
3.7.2.2	4.4	Reliability Availability Maintainability Testability (RAMT) Case Report, as detailed in the SOW section 4.3 , describing in detail each relevant content for each paragraph of the provided structure;	4.4.7.2.1	
3.7.2.3	4.5	Failure Mode Effects and Criticality Analysis (FMECA), as detailed in the SOW section 4.4 , describing in detail each relevant content for each paragraph of the	4.4.7.2.2	
3.7.2.4	4.6			

Bidding Instructions Requirement Ref.	SOW Requirement Ref	REQUIREMENT DESCRIPTION	Evaluation Criterion Ref.	QUOTATION REFERENCE
3.7.2.5	4.7	provided structure; Maintenance Task Analysis (MTA), as detailed in the SOW section 4.5 , describing in detail each relevant content for each paragraph of the provided structure;	4.4.7.2.3	
3.7.2.6	4.12	Level of Repair Analysis (LORA), as detailed in the SOW section 4.6 , describing in detail each relevant content for each paragraph of the provided structure;	4.4.7.2.4	
3.7.2.7	4.13	Obsolescence Report, as detailed in the SOW section 4.7 , describing in detail each relevant content;	4.4.7.2.5	
3.7.2.8	2.4.2	Warranty Report, as detailed in the SOW section 4.12 , describing in detail each relevant content;	4.4.7.2.6	
3.7.2.9	4.13	In-Service Support Monthly Report, as detailed in the SOW section 4.14, describing in detail each relevant content.	4.4.7.2.7	
3.7.2.10	4.15	Offeror shall provide a preliminary Training Plan (TP), as detailed in the SOW section 4.11 , describing in detail each relevant content for each paragraph of the provided structure (for both the TP and the Training Needs Analysis)	4.4.7.3	
3.7.2.11	6.2	demonstrating the concept, understanding (who, what, when, where, how) and commitment of each activity. The preliminary TP shall be at least 20 pages and no more than 40 pages.		
3.7.2.12	7.2	Offeror shall provide a preliminary In-Service Support Plan (ISSP), as detailed in the SOW section 4.13 , describing in detail each relevant content for each paragraph of the provided structure demonstrating the concept, understanding (who,	4.4.7.4	

Bidding Instructions Requirement Ref.	SOW Requirement Ref	REQUIREMENT DESCRIPTION	Evaluation Criterion Ref.	QUOTATION REFERENCE
		<p>what, when, where, how) and commitment of each activity. The preliminary ISSP shall include an annex with a traceability matrix to match coverage for all Integrated Product Support (IPS) requirements in the SOW section 4.13 to 4.14 vs relevant ISSP paragraphs. The preliminary ISSP shall be at least 20 pages and no more than 40 pages.</p> <p>Offeror shall provide a preliminary Configuration Management Plan (CMP) as detailed in the SOW Section 6.2 , describing in detail each relevant content so to demonstrate the concept, understanding (who, what, when, where, how) and commitment of each activity. The preliminary CMP shall include an annex with a traceability matrix to match coverage for all Configuration Management requirements in the SOW section 6 vs relevant CMP paragraphs. The preliminary CMP shall be at least 10 pages and no more than 20 pages.</p> <p>Offeror shall provide a preliminary Quality Assurance Plan (QAP) as detailed in SOW Section 7.2. The preliminary QAP shall include an annex with a traceability matrix to match coverage for all Quality Assurance and Control requirements in the SOW section 7 vs relevant QAP paragraphs. The preliminary QMP shall be at least 10 pages and no more than 20 pages.</p>	<p>4.4.7.5</p> <p>4.4.7.6</p>	

Bidding Instructions Requirement Ref.	SOW Requirement Ref	REQUIREMENT DESCRIPTION	Evaluation Criterion Ref.	QUOTATION REFERENCE
			4.4.7.6	
		SECTION 4: TESTING AND ACCEPTANCE		
3.8.1	8	<p>The Offeror shall in this section demonstrate how it can meet the TDCIS 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 Sections 8.2, 8.3, 8.5 and 8.6 of the SoW.</p> <p>The Offerors approach to testing, its resourcing, its structure;</p> <p>All test areas where testing shall be required during the delivery, in particular:</p> <p>Quality First Articles Section 2.2 (WP2);</p> <p>Conduct User Testing and PSA Section 2.5 (WP5);</p> <p>Support Operational Test & Evaluation Section 2.6 (WP6);</p> <p>Batch #2 and #3 (#3 Option) factory acceptance Section 2.7 (WP7);</p> <p>Provisional and Full System Acceptance as per Section 10 of the SOW.</p>	<p>4.4.8.1</p> <p>4.4.8.2</p> <p>4.4.8.2.1</p> <p>4.4.8.2.2</p> <p>4.4.8.2.3</p> <p>4.4.8.2.4</p> <p>4.4.8.2.5</p> <p>4.4.8.2.6</p>	
		SECTION 5: SECURITY ACCREDITATION		
3.9.1	9	The Offeror shall describe in the Security-related Documentation	4.4.9.2	

Bidding Instructions Requirement Ref.	SOW Requirement Ref	REQUIREMENT DESCRIPTION	Evaluation Criterion Ref.	QUOTATION REFERENCE
3.9.1.1		<p>(SRD), support of the accreditation process as part of the preliminary PIP in accordance with Section 9 of the SoW:</p> <p>CIS Description shall include:</p> <p>Security Risk Assessment (SRA) including SRA Report;</p> <p>System Specific Security Requirement Statement (SSRS);</p> <p>Security Operating Procedures (Sec OPs);</p> <p>Security Test and Verification Plan (STVP);</p> <p>Security Test and Verification Report (STVR); and Electronic</p> <p>Electronic Security Environment (ESE) Conformance statement (ESECS) {The ESE/ESECS is not part of the technical evaluation; the Offeror is requested to acknowledge in a statement that the requirement for this document as stated in Section 9.3 of the SoW is understood and will be met}</p>	<p>4.4.9.2.1</p> <p>4.4.9.2.2</p> <p>4.4.9.2.3</p> <p>4.4.9.2.4</p> <p>4.4.9.2.5</p> <p>4.4.9.2.6</p> <p>4.4.9.2.7</p>	
3.9.1.2	9	<p>The CIS Description document shall at a minimum include but not limited to the following information:</p> <p>Detailed technical description showing the main components and the high level as well as detailed information flows.</p> <p>Description of all internal and external connections of the system,</p> <p>List of hardware and software components used,</p> <p>Overview of the security</p>	<p>4.4.9.3</p> <p>4.4.9.3.1</p> <p>4.4.9.3.2</p> <p>4.4.9.3.3</p>	

Bidding Instructions Requirement Ref.	SOW Requirement Ref	REQUIREMENT DESCRIPTION	Evaluation Criterion Ref.	QUOTATION REFERENCE
		mechanism which are going to be implemented in the TDCIS.	4.4.9.3.4	
3.9.1.3	9	Objective of the SRA is to define the security objectives of confidentiality, availability and integrity/authenticity of the designed TDCIS systems according to the particular services to be provided by the resulting TDCIS system, the values of the traffic and information stored and transported over the TDCIS system, and the nature and levels of the particular threats being identified.	4.4.9.4	
3.9.1.4	9.6	The SRA shall include the following: Identification of the scope and objective of the security risk assessment (which shall be agreed with the Purchaser and SAA); Determination of the physical, personnel and information assets which contribute to the fulfilment of the mission of the TDCIS; Determination of the value of the physical and personnel assets; Determination of the value of the information assets against the following impacts: disclosure, modification, unavailability and destruction; Identification of the threats and vulnerabilities to the risk environment and their level; Identification of existing countermeasures;	4.4.9.5 4.4.9.5.1 4.4.9.5.2 4.4.9.5.3 4.4.9.5.4 4.4.9.5.5 4.4.9.5.6	

Bidding Instructions Requirement Ref.	SOW Requirement Ref	REQUIREMENT DESCRIPTION	Evaluation Criterion Ref.	QUOTATION REFERENCE
		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.	4.4.9.5.7	
3.9.1.5	9.8	SSRS shall include the following: Describe the minimum levels of security deemed necessary to countermeasure the risk(s) identified in a risk assessment; Have a unique identifier for each security requirement; Indicate mandatory and recommended Security Mechanisms (SMs).	4.4.9.6 4.4.9.6.1 4.4.9.6.2 4.4.9.6.3	
3.9.5.6	9.9	SEC OPs for the TDCIS, as a minimum, shall include following sections: Administration and organisation of security, including points of contact; Personnel security, physical security, security of information; CIS Security; Incident and emergency procedures; Configuration management; Acceptable use policy.	4.4.9.7 4.4.9.7.1 4.4.9.7.2 4.4.9.7.3 4.4.9.7.4 4.4.9.7.5 4.4.9.7.6	
3.9.5.7	9.9	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	4.4.9.8	

Bidding Instructions Requirement Ref.	SOW Requirement Ref	REQUIREMENT DESCRIPTION	Evaluation Criterion Ref.	QUOTATION REFERENCE
		<p>should be addressed (not exhaustive list):</p> <p>System configuration and maintenance;</p> <p>System backup;</p> <p>System recovery, etc.</p>	<p>4.4.9.8.1</p> <p>4.4.9.8.2</p> <p>4.4.9.8.3</p>	
3.9.5.8	9.10	<p>The STVP shall describe the security testing and verification of the CIS Security measures to be implemented for TDCIS. A complete and detailed sequence of steps to be followed proving that the security mechanisms designed into TDCIS enforce the security requirements identified in the TDCIS SSRS.</p> <p>For each security test the following details shall be identified:</p> <p>The objective of the security test;</p> <p>An outline description of the security test;</p> <p>A description of the execution of the security test (too include technical instructions how to conduct the test);</p> <p>The pass criteria for the security test.</p>	<p>4.4.9.9</p> <p>4.4.9.10</p> <p>4.4.9.10.1</p> <p>4.4.9.10.2</p> <p>4.4.9.10.3</p> <p>4.4.9.10.4</p>	
3.9.5.9	9.11	<p>The Offeror 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 TDCIS enforce the security requirements identified in the TDCIS SSRS.</p> <p>For each security test the following</p>	<p>4.4.9.11</p> <p>4.4.9.12</p>	

Bidding Instructions Requirement Ref.	SOW Requirement Ref	REQUIREMENT DESCRIPTION	Evaluation Criterion Ref.	QUOTATION REFERENCE
		details shall be identified:		
		Test ID;	4.4.9.12.1	
		An outline description of the security test;	4.4.9.12.2	
		The pass criteria for the security test;	4.4.9.12.3	
		Detailed results of the security tests;	4.4.9.12.4	
		Test status (e.g. in progress, passed, failed)	4.4.9.12.5	
		Test completion (in per cent);	4.4.9.12.6	
		Failure severity (e.g. critical, serious, major, less important, none);	4.4.9.12.7	
		Test date;	4.4.9.12.8	
		An info about who conducted the test;	4.4.9.12.9	
		An information about who witness the test;	4.4.9.12.10	
		STVR shall contain overall test summary details:	4.4.9.13	
		Identification of the element under tests (TDCIS deployable kit(s));	4.4.9.13.1	
		Tests starting date;	4.4.9.13.2	
		Tests finishing date;	4.4.9.13.3	
		Amount of all tests to be conducted;	4.4.9.13.4	
		Amount of tests executed;	4.4.9.13.5	
		Tests passed;	4.4.9.13.6	
		Tests failed;	4.4.9.13.7	
		Tests still in progress	4.4.9.13.8	

Bidding Instructions Requirement Ref.	SOW Requirement Ref	REQUIREMENT DESCRIPTION	Evaluation Criterion Ref.	QUOTATION REFERENCE
3.9.5.12	9.2	Electronic Security Environment (ESE) Conformance statement	4.4.9.14	
3.9.5.13	9.3	The Offeror shall acknowledge in a statement that the requirement for this document as stated in Section 9.2 of the Statement of Work is understood and will be met.	4.4.9.15	
		SECTION 6: MANUFACTURERS DATASHEETS		
3.10.1	2.1.2	<i>The Offeror shall provide as part of the System Design Plan (SDP) under section 2.1.2 of the SoW, manufacturers datasheets for all equipment, demonstrating compliance with the requirements stated in the SRS, Annex A of the SoW.</i>	4.4.10.1	

**Acquisition Directorate**

Boulevard Léopold III
B-1110 Brussels, Belgium

NCIA/ACQ/2021/ 07015
25 June 2021

To : All Nominated Prospective Bidders

Subject : **Responses to Clarification Requests to Request For Quotation (RFQ)–
RFQ-CO-115363-PRT-TDCIS, Amendment 2**

**The Provision of Tactical Deployable Communications and Information
Systems (TDCIS) for the Portuguese Army**

Reference(s) : A. AC/4-D(2019)0004(INV)
B. NCIA/ACQ/2021/06476 NOI RFQ-CO-115363-PRT-TDCIS dated 18 Jan 2021
C. NCIA/ACQ/2021/06775 NOI RFQ-CO-115363-PRT-TDCIS, Amendment 1 dated 9 Apr 2021
D. NCIA/ACQ/2021/68940 RFQ-CO-115363-PRT-TDCIS, dated 2 Jun 2021
E. NCIA/ACQ/2021/06983 RFQ-CO-115363-PRT-TDCIS, Amendment 1 dated 15 June 2021

Dear Madam/Sir,

1. The purpose of this Amendment 2 to RFQ-CO-115363-PRT-TDCIS is to publish the responses to the Clarification Requests (CRs) received for the subject Request For Quotation (RFQ). The Purchaser's responses to the CRs are issued as Annex A to this letter.
2. As a result of the CRs, the following RFQ documents have been revised:
 - a. RFQ-CO-115363-PRT-TDCIS Book I Bidding Instructions. Specifically, paragraph 2.3.1
 - b. RFQ-CO-115363-PRT-TDCIS Book I Bidding Instructions. Specifically, Annex B-7 corrects "cross out points 1 to 6 of this certificate" to "cross out points 1 to 5 of this certificate"
3. RFQ-CO-115363-PRT-TDCIS Book I Bidding Instructions. Specifically, Annex C Bidding Sheets revises the "Required Completion Date" identified in "Red" font for CLINs: 6.4.9; 6.4.10; 7.1 through 7.9; 8.7.12; 9.14.1; 9.14.2; 11.1 through 11.9 and 11.12.
4. By virtue of this Amendment 2, 2a, 2b and 3 above replaces and supersedes any previous version issued in the context of RFQ-CO-115363-PRT-TDCIS.



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5. As a result of requests received from Bidders and Delegations, the Bid Closing Date is hereby revised
FROM:
13:00 Hours (Brussels Time) on Monday, 26 July 2021
TO:
13:00 Hours (Brussels Time) On Friday, 29 October 2021
6. All other RFQ documents remain unchanged from their original version as issued on 2 June 2021.
7. The overall security classification of this RFQ is «NATO UNCLASSIFIED».
8. This RFQ and any Amendment thereto remains the property of the NCI Agency and shall be protected in accordance with the applicable national security regulations.
9. This RFQ does not constitute either a financial or contractual commitment at this stage.
10. Prospective Bidders are advised that the NCI Agency reserves the right to cancel, withdraw, or suspend this RFQ at any time in its entirety and bears no liability for bid preparation costs incurred by firms or any other collateral costs if bid cancellation, withdrawal, or suspension occurs.
11. Please send all questions concerning this RFQ to the undersigned at:

E-mail: RFQ-CO-115363-PRT-TDCIS@ncia.nato.int
Attn: Eva Benson, Contracting Officer

For the Director of Acquisition

Tiziana Pezzi

Digitally signed by Tiziana

Pezzi

Date: 2021.06.24 17:53:09

AGENCY

Mrs. Tiziana Pezzi
Principal Contracting Officer

Enclosure:

Annex A: Clarification Requests Answers, Amendment 2

Annex B: RFQ-CO-115363-PRT-TDCIS Book I Bidding Instructions

Annex C: RFQ-CO-115363-PRT-TDCIS Book I Bidding Instructions, Annex C Bidding Sheets

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