



Acquisition Directorate

Boulevard Léopold III
B-1110 Brussels, Belgium

NCIA/ACQ/2022/ 07171
22 September 2022

To : Prospective Offeror
Subject : **REQUEST FOR QUOTATION**

**PROVISION OF SUPPORT TO NATO CORE GEOGRAPHICAL
INFORMATION SERVICE (GIS) INCR. 3**

**RFQ-CO-115737-GIS Amendment 2
Extension of Bid Closing Date**

Reference(s) : A. Notification of Intent (NOI), NCIA/ACQ/2022/06872, dated 22 June 2022
B. RFQ-CO-115737-GIS/NCIA/ACQ/2022/07025 dated 13 September 2022
C. RFQ-CO-115737-GIS Amendment 1/NCIA/ACQ/2022/ 07161 dated 19 September 2022

Dear Prospective Offeror,

1. The purpose of Amendment 2 to RFQ-CO-115737-GIS is to extend the Bid Closing Date by 17 days.
2. As a result, the Bid Closing Date is hereby extended to 1730 hours (Brussels time) on Friday, 14 October 2022.
3. Section 2.4.1 of Book I, Bidding Instructions, is changed as follows:
 - 3.1. "27 September 2022" is replaced with "14 October 2022."
4. All of the other RFQ documents remain unchanged by this Amendment.
5. The NCI Agency does not intend to issue any additional extensions to the bid closing date.
6. Prospective Offerors are advised that the NCI Agency reserves the right to cancel this RFQ at any time in its entirety and bears no liability for quotations preparation costs incurred by firms or any other collateral costs if RFQ cancellation occurs.
7. The NCI Agency point of contact for all information concerning this RFQ is: Mrs. Emira Kapetanovic, Principal Contracting Assistant. E-mail: RFQCO115737GIS@ncia.nato.int



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

www.ncia.nato.int



For the Chief of Acquisition:

Emira Kapetanovic
Principal Contracting Assistant

Attachment(s):

- 1) RFQ-CO-115737-GIS Amendment 2_Bidding Instructions

Distribution List for RFQ-CO-115737-GIS

Prospective Offerors (sent separately in electronic version)

NATO Delegations (Attn: Investment Adviser):

ALBANIA
BELGIUM
BULGARIA
CANADA
CROATIA
CZECH REPUBLIC
DENMARK
ESTONIA
FRANCE
GERMANY
GREECE
HUNGARY
ICELAND
ITALY
LATVIA
LITHUANIA
LUXEMBOURG
MONTENEGRO
THE NETHERLANDS
NORWAY
NORTH MACEDONIA
POLAND
PORTUGAL
ROMANIA
SLOVAKIA
SLOVENIA
SPAIN
TÜRKIYE
UNITED KINGDOM
UNITED STATES
BELGIUM MINISTRY OF ECONOMIC AFFAIRS

Embassy (Commercial Attaché)

ALBANIA
BELGIUM
BULGARIA
CANADA
CROATIA
CZECH REPUBLIC
DENMARK
ESTONIA
FRANCE
GERMANY

GREECE
HUNGARY
ICELAND
ITALY
LATVIA
LITHUANIA
LUXEMBOURG
MONTENEGRO
NETHERLANDS
NORWAY
POLAND
PORTUGAL
ROMANIA
SLOVAKIA
SLOVENIA
SPAIN
TÜRKIYE
UNITED KINGDOM
UNITED STATES

NATO HQ

NATO Office of Resources

Management and Implementation Branch – Attn: Deputy Branch Chief

Director, NATO HQ C3 Staff

Attn: Executive Co-ordinator

SACTREPEUR

Attn: Infrastructure Assistant

NCI Agency – Internal Distribution

NCI Agency – All NATEXs



RFQ-CO-115737-GIS

**PROVISION OF GEOSPATIAL CONTRACTOR
SUPPORT SERVICES TO CORE GIS INCR. 3**

Amendment 2

SERIAL 2014/0IS03098

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RFQ-CO-115737-GIS
BOOK I
BIDDING INSTRUCTIONS

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SECTION 1 INTRODUCTION

1.1. Purpose and Scope

- 1.1.1. The purpose of this Request for Quotation (RFQ) is to establish a Contract for the provision of on-site support of Enterprise GIS consultants to assist the NCI Agency in the preparation, installation/activation, test and acceptance of the Core GIS Increment 3 mitigation baseline.

1.2. Overview of the Prospective Contract

- 1.2.1. The Contract performance requirements are set forth in the prospective contract Statement of Work (Book II Part IV) and in the prospective contract Schedule of Supplies and Services (Book II Part I).
- 1.2.2. The Contract will be governed by Book II, Part II (Contract Special Provisions), and Part III (Contract General Provisions).
- 1.2.3. The target date for Contract Award is December 2022.

1.3. Governing Rules, Eligibility, and Exclusion Provisions

- 1.3.1. This RFQ 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)”.
- 1.3.2. Pursuant to these procedures, quotation submittal is restricted to companies from participating NATO member nations in accordance with paragraph 2.2.1.8 of Section II of the Bidding Instructions.
- 1.3.3. This Request for Quote (RFQ) will not be the subject of a public Quotation opening.
- 1.3.4. Award of the resulting Contract will be made on a Firm Fixed Price Basis to the Lowest Priced, Technically Compliant Bidder.
- 1.3.5. The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein.
- 1.3.6. The Bidder shall refer to the Purchaser all queries for a resolution of conflicts found in information contained in this document in accordance with the procedures set forth in Paragraph 2.7 of Section II of the Bidding Instructions entitled “Requests for RFQ Clarifications”.

1.4. Security

1.4.1. Documentation

- 1.4.1.1. The security classification of this RFQ is “NATO UNCLASSIFIED”.
- 1.4.1.2. 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.

1.4.2. Security Clearances

- 1.4.2.1.** 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, or those of prospective subcontractors, do not possess and provide in a reasonable period of time to the Purchaser the appropriate security clearance(s), the Purchaser may determine the Offeror's proposal to be non-compliant and offer the Contract to the next ranking Bidder.
- 1.4.2.2.** Offerors are informed that the Prospective Contractor shall conform to the above requirements at the time of Contract Award.

SECTION 2 GENERAL BIDDING INFORMATION

2.1. Notice to Bidders of Contract Distribution and Disclosure of Information

- 2.1.1. The resulting Contract is subject to release to the applicable NATO Resource Committee through the NATO Office of Resources (NOR).
- 2.1.2. The resulting Contract may be subject to release to (i) NATO Resource Committees for audit purposes (including audits carried out using third party companies - See Book II, Special Provisions Article entitled, “Notice of Authorized Disclosure of Information for Mandated NATO Third Party Audits by Resource Committees”; and (ii) to the customer holding a Service Level Agreement with the Agency related to this requirement, upon request from that customer.

2.2. Definitions

- 2.2.1. In addition to the definitions and acronyms set forth in the Contract Special Provisions (Part II) and Contract General Provisions (Part III) of the prospective Contract, the following terms and acronyms, as used in this RFQ shall have the meanings specified below:
- 2.2.1.1. "Bidder": a firm, consortium, or joint venture which submits an offer in response to this solicitation. Bidders are at liberty to constitute themselves into any form of Contractual arrangements or legal entity they desire, bearing in mind that in consortium-type arrangements a single judicial personality shall be established to represent that legal entity. A legal entity, such as an individual, Partnership or Corporation, herein referred to as the “Principal Contractor”, shall represent all members of the consortium vis-a-vis the NCI Agency and/or NATO. The “Principal Contractor” shall be vested with full power and authority to act on behalf of all members of the consortium, within the prescribed powers stated in an irrevocable Power of Attorney issued to the “Principal Contractor” by all members associated with the consortium. Evidence of authority to act on behalf of the consortium by the “Principal Contractor” shall be enclosed and sent with the Bid. Failure to furnish proof of authority shall be a reason for the Bid being declared non-compliant.
- 2.2.1.2. 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.
- 2.2.1.3. "The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this Request for Quotation.
- 2.2.1.4. 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.
- 2.2.1.5. The term "Offeror" as used herein refers to a firm, consortium, or joint venture which submits an offer in response to this solicitation.

- 2.2.1.6.** “Firm of a Participating Country”: a firm legally constituted or chartered under the laws of, and geographically located in, or falling under the jurisdiction of a Participating Country.
- 2.2.1.7.** “RFQ”: Request for Quotation.
- 2.2.1.8.** “Participating Country”: any of the following 28 NATO nations, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, NETHERLANDS, NORWAY, POLAND, PORTUGAL, TÜRKIYE, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, UNITED KINGDOM, UNITED STATES OF AMERICA.
- 2.2.1.9.** The term "Purchaser" refers to the authority issuing the RFQ and/or awarding the Contract (the NCI Agency).
- 2.2.1.10.** “Quotation” or “Bid”: a binding offer to perform the work specified in the attached prospective Contract (Book II).
- 2.3. Eligibility and Origin of Equipment and Services**
- 2.3.1.** 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.
- 2.3.2.** All Contractors, sub-Contractors and manufacturers, at any tier, must be from Participating Countries.
- 2.3.3.** None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.
- 2.3.4.** 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.
- 2.3.5.** 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.
- 2.4. Quotation Delivery and Quotation Closing**
- 2.4.1.** All Quotations shall be in the possession of the Purchaser at the email address given below on or before noon / **1730 hours (Brussels Time) on 14 October 2022**, at which time and date Quotations shall be closed.
- 2.4.2.** Bidders are requested to submit their bid electronically to the email address specified in Paragraph 2.4.3.
- 2.4.3.** The complete Bid shall be e-mailed to the following address **ONLY**: RFQCO115737GIS.BIDS@ncia.nato.int .
- 2.4.3.1.** The files should be submitted as either MS Excel or PDF as listed in Section 3.2.1 of the Bidding Instructions.

- 2.4.3.2.** The files should be attached directly to the email(s). Do not send any .ZIP files.
- 2.4.4.** The complete Bid shall consist of three (3) separate subject e-mails to above address, as follows:
- 2.4.4.1.** For the first e-mail the subject line shall read: “RFQ-CO-115737-GIS – Official Quotation for [company name] – Part 1 – Bid Admin”. The e-mail content shall be as described in Paragraph 3.2.1 below.
- 2.4.4.2.** For the second e-mail the subject line shall read: “RFQ-CO-115737-GIS – Official Quotation for [company name] – Part 2 - Price Proposal”. The e-mail content shall be as described in Paragraph 3.2.1 below.
- 2.4.4.3.** For the third e-mail the subject line shall read: “RFQ-CO-115737-GIS – Official Quotation for [company name] – Part 3 – Technical Proposal”. The e-mail content shall be as described in Paragraph 3.2.1 below.
- 2.4.5.** Late Quotations
- 2.4.5.1.** Quotations which are sent to the Purchaser after the specified time and date set forth above for Quotation Closing are "Late Quotations" and shall not be considered for award. Such Quotations will remain unopened unless the Purchaser can determine that the Bid in question meets the criteria for consideration as specified below.
- 2.4.5.2.** Consideration of Late Quotations – The Purchaser considers that it is the responsibility of the Offeror to ensure that the Quotation submission arrives by the specified Quotation Closing time. A late Quotation shall only be considered for award under the following circumstances:
- 2.4.5.2.1.** A Contract has not already been awarded pursuant to the Invitation for Quotation, and;
- 2.4.5.2.2.** The Quotation was sent to the email address specified in the RFQ and the delay was solely the fault of the Purchaser.
- 2.4.5.3.** If a Quotation received by is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, or due to Bidder’s submission, in contravention of these bidding instructions, of electronic files that are encrypted or which contain passwords, the Purchaser will immediately notify the Offeror that the Quotation will be rejected unless the Bidder provides clear and convincing evidence:
- 2.4.5.3.1.** Of the content of the Quotation as originally submitted; and,
- 2.4.5.3.2.** That the unreadable condition of the Quotation was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.
- 2.4.5.4.** A Quotation that fails to conform to the requirements may be declared noncompliant and may not be evaluated further by the Purchaser.

- 2.4.5.5. If it is discovered, during either the Administrative, Price or Technical evaluation, that the Bidder has submitted an unreadable electronic quotation, the Offeror may be determined to have submitted a non-compliant bid.

2.5. Requests for Extension of Bid Closing Date

- 2.5.1. The Purchaser does not accept, except in exceptional cases, Offeror requests to extend the Quotations Closing Date. In any event, requests for extensions of the Quotation Closing Date must be submitted to the Purchaser **only** by the respective NATO Delegation of a nation where the Offeror is located, or by that country's Embassy.
- 2.5.2. Any such request for extension must be submitted by the respective Delegation or Embassy to the Purchaser Point of Contact identified in paragraph 2.6 below **no later than seven (7) calendar days** prior to the stated “Quotation Closing Date”.
- 2.5.3. Bidders are advised to submit their request to their respective NATO Delegation or Embassy in sufficient time as to allow for delivery of the formal request to the Purchaser within the above time limit. Extensions to the Quotation Closing Date are at the sole discretion of the Purchaser.
- 2.5.4. Extension(s) of the Quotation Closing Date will be notified through issuance of formal Amendments to the RFQ.

2.6. Purchaser’s 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: Emira Kapetanovic – Principal Contracting Assistant

- 2.6.2. Emails:

2.6.2.1 Bid Delivery: RFQCO115737GIS.BIDS@ncia.nato.int

2.6.2.2 Questions/Clarifications: RFQCO115737GIS@ncia.nato.int

2.7. Request 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 requests for clarification shall be forwarded to the Purchaser using the Clarification Request (CR) Form provided at Annex CC of this Book I – Bidding Instructions. Offerors are required to keep the classification of their request NATO Unclassified. All questions and requests must reference the section(s) in the RFQ subject for clarifications. Such requests shall be emailed to the point of contact specified in paragraph 2.6 above and shall be forwarded to the email address specified in paragraph 2.6.2.2 above and shall arrive not later than seven (7) calendar days prior to the stated “Quotation Closing”. The Purchaser is under no obligation to answer requests for clarification submitted after this time.
- 2.7.3. 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 2.7.4 below.
- 2.7.4. 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.

- 2.7.5.** 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.
- 2.7.6.** 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.
- 2.7.7.** It is crucial that Offerors request clarification of any perceived assumptions, dependencies, exclusions (or equivalent) during the RFQ clarification phase. Any assumptions, dependencies, exclusions (or equivalent) which are included in a Quotation 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.

2.8. 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 section 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, certificate at Annex B-2, which the Offeror shall complete and enclose as part of his quotation. Failure to acknowledge receipt of all amendments may be grounds to determine the Quotation to be administratively non-compliant.
- 2.9.2.** This process may be part of the clarification procedures set forth in section 2.7 above or may be an independent action on the part of the Purchaser.
- 2.9.3.** 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.
- 2.9.4.** 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.

2.10. 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 as detailed in paragraph 2.4. Such modifications shall be considered as an integral part of the submitted quotation.

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.

2.11. Quotation 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 6 months starting from the Quotation Closing Date specified at paragraph 2.4.

2.11.2. In order to comply with this requirement, the Offeror shall complete the Certificate of Bid Validity set forth in Annex B-4. 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:

2.11.4.1. 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

2.11.4.2. 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. Supplemental Agreements

- 2.12.1.** Offerors are required, in accordance with the certificate Annex B-10 at of these Instructions to Bidders, to disclose any prospective Supplemental Agreements that are required by national governments to be executed by NATO/ NCI AGENCY as a condition of Contract performance.
- 2.12.2.** Supplemental Agreements are typically associated with, but not necessarily limited to, national export control regulations, technology transfer restrictions and end user agreements or undertakings.
- 2.12.3.** Offerors are cautioned that failure to provide full disclosure of the anticipated requirements and the terms thereof, to the best of the Bidder's knowledge and experience, may result in the Purchaser withholding award of the Contract or cancelling an executed Contract if it is discovered that the terms of such Supplemental Agreements contradict salient conditions of the Prospective Contract to the extent that either key objectives cannot be accomplished or basic Contract principles and Purchaser rights have been abridged.

2.13. 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.

SECTION 3 BID PREPARATION INSTRUCTIONS

3.1. General

- 3.1.1. Quotations shall be prepared 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. The requirements under this RFQ are compiled in a single Contract. To ensure compliance, Offerors shall quote for the single Contract. Award of the requirements will be by one single Contract and this Contract shall not be subdivided for partial quotation purposes. The Purchaser shall place one Contract to cover the entire scope of the project.
- 3.1.3. Quotations and all related documentation shall be submitted in the English language.
- 3.1.4. 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 Schedule of Supplies and Services (SSS) and Statement of Work (SoW). Quotations which are not complete will be declared non-compliant.
- 3.1.5. 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.
- 3.1.6. Offerors shall classify their response in accordance with the classification of the RFQ.
- 3.1.7. Offerors are advised that the Purchaser reserves the right to incorporate the Offeror's Administrative, Price and Technical Proposal in whole or in part in the resulting Contract.

3.2. Quotation Content

- 3.2.1. The complete Quotation submission shall consist of three (3) distinct parts, delivered by email, as shown in the following table.

Part	Format and Quantity Details
I: Bid Administration	<ul style="list-style-type: none"> ✓ 1 PDF file that includes: <ul style="list-style-type: none"> ○ The completed, signed certificates found in Annex B, provided as a single PDF file. ○ no password protection <p>All of the required contents are outlined in Section 3.4</p>
II: Price Proposal	<ul style="list-style-type: none"> ✓ The Price Quotation shall contain two(2) files in total: <ul style="list-style-type: none"> ○ one (1) electronic copy in Microsoft Excel file (readable and searchable) of the completed Bidding Sheets provided in Annex A to Bidding Instructions and ○ 1 PDF file: The Offer Summary sheet of the Bidding Sheets ○ no password protection

	All of the required contents are outlined in Section 3.5
III: Technical Proposal	<ul style="list-style-type: none"> ✓ one (1) PDF file which contains: <ul style="list-style-type: none"> ○ A candidate compliancy matrix as per Annex E to Bidding Instructions for each proposed candidate clearly stating how each of the proposed candidates is in full compliance with all of the essential qualifications in paragraph 2.2 of the SOW. ○ Two Resumes/CVs that are clearly and individually in full compliance with all of the essential qualifications in paragraph 2.2 of the SOW. Each Resume/CV shall be limited to four pages. The following information shall also be included in the Resume/CV: (1) Name of person, (2) Name of employing company (if applicable), (3) Education, and (4) Relevant Experience. ○ Technical Proposal Cross-Reference/Compliance Table as per Annex D to Bidding Instruction ○ no password protection <p>All of the required contents are outlined in Section 3.6</p>

- 3.2.2. All emails submitted shall be less than 15 MB.
- 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. The Purchaser does NOT accept hard copies of quotations, CDs, thumb drives, or zip files.
- 3.2.5. Bidders are advised that the Purchaser reserves the right to incorporate the Offeror Technical Proposal in whole or in part in the resulting Contract.
- 3.2.6. Documents submitted in accordance with paragraph 3.2.1 above shall be classified no higher than “NATO UNCLASSIFIED” material.
- 3.2.7. Partial Quotations and/or Quotations containing conditional statements will be declared non-compliant.
- 3.2.8. 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.
- 3.2.9. The Bid language shall be English.

3.3. Package Marking

- 3.3.1. The Quotation shall be sent via three separate e-mails to the Quotation Delivery email address specified in section 2.6 .
- 3.3.2. The individual emails shall have the following names:

- RFQ-CO-115737-GIS Official Quotation for *Company Name*, Part I – Bid Admin
- RFQ-CO-115737-GIS Official Quotation for *Company Name*, Part II – Price Proposal
- RFQ-CO-115737-GIS Official Quotation for *Company Name*, Part III – Technical Proposal

3.3.3. “*Company Name*” – In the subject line of the email, and in the names of the individual PDF, the name of the Offeror shall be abbreviated to no more than 10 characters. For example, if a company’s name is “Generic Computer and Technology Research”, the email and file name could be:

- -RFQ-CO-115737-GIS Official Quotation for Generic, Part I – Bid Admin
- or
- RFQ-CO-115737-GIS Official Quotation for GCTR, Part I – Bid Admin

3.3.4. Detailed requirements for the structure and content of each of these volumes are contained in these Bidding Instructions.

3.4. Preparation of the Bid Administration (Part I)

3.4.1. This volume is comprised of:

- One emailed PDF file inclusive of all of the required documents.

3.4.2. 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.

3.4.3. The part I shall include the certificates set forth in the Annex B to these Bidding Instructions, signed by an authorised representative of the Offeror. The text of the certificates must not be altered in any way, except where the Offeror is completing the certificate with its information. The certificates are as follows:

- 3.4.3.1.** Annex B-1 (Certificate of Legal Name of Bidder);
- 3.4.3.2.** Annex B-2 (Acknowledgement of Receipt of RFQ Amendments - (if applicable));
- 3.4.3.3.** Annex B-3 (Certificate of Independent Determination);
- 3.4.3.4.** Annex B-4 (Certificate of Quotation Validity);
- 3.4.3.5.** Annex B-5 (Certificate of Exclusion of Taxes, Duties and Charges);
- 3.4.3.6.** Annex B-6 (Comprehension and Acceptance of Contract Special and General Provisions);
- 3.4.3.7.** Annex B-10 (Bidder Background IPR);
- 3.4.3.8.** Annex B-8 (List of Subcontractor Bidder Background IPR
- 3.4.3.9.** Annex B-9 (Certificate of Understanding);

3.4.3.10. Annex B-10 [(Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements) with the prospective text of such Agreements, as applicable];

3.4.3.11. Annex B-11 (Disclosure of Involvement of Former NCI Agency Employment).

3.5. Preparation of the Price Quotation (Part II)

3.5.1. This volume is comprised of:

- The completed Bidding Sheets (Excel)
- The Offer Summary sheet of the Bidding Sheets (PDF)

3.5.1.1. The Bidding Sheets submitted by email must contain the completed Excel file provided with this RFQ as “02_RFQ-CO-115737-GIS Book I-Bidding Sheets”.

3.5.1.2. The Schedule of Supplies and Services will be completed by the Purchaser prior to Contract award and does not need to be completed as part of the Quotation.

3.5.2. General Rules

3.5.2.1. Bidders shall prepare their Price Quotation by completing the Bidding Sheets referred to in paragraph 3.5.1.1 above, in accordance with the instructions specified in the Bidding Sheets tab “Instructions”

3.5.2.2. 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.

3.5.2.3. Bidders shall furnish Firm Fixed Prices for all required items in accordance with the format set forth in the Instructions for preparation of the Bidding Sheets. This includes Firm Fixed Prices for all optional CLINs.

3.5.2.3.1. In the Bidding Sheets under CLINs 1.1 and 2.1 of tab “CLIN Summary”, the Bidders shall indicate the Firm-Fixed Hourly Labour Rate fully loaded. Fully loaded means inclusive of G&A, Overhead, Administrative cost, and profit. Please note that this is an Hourly Labour Rate and not Daily Labour Rate.

3.5.2.3.2. In the Bidding Sheets under CLINs 1.2 of tab “CLIN Summary”, the Contractor travel is cost-reimbursable with a maximum amount of EUR 328,401. Travel in CLINs 1.2 only refers to trips related to the rollout, test and acceptance activities outside the NCI Agency, The Hague, Netherlands. Please, refer to paragraph 3.8.2 of the SOW for the list of the initial estimate of travel activities in order to provide the breakdown details under the Bidding Sheets’ tab “Travel”.

3.5.2.4. Offered prices shall not be “conditional” in nature. Any comments supplied in the Bidding Sheets which are conditional in nature, relative to the offered prices, may result in a determination that the Bid is non-compliant.

3.5.2.5. Bidders 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.

- 3.5.2.6.** 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.
- 3.5.2.7.** Bidders shall prepare their Price Proposal by submitting one (1) electronic copy in Microsoft Excel (readable and searchable) of the Bidding Sheets and one (1) PDF copy of the Offer Summary sheet of Bidding Sheets in the format enclosed herein (BOOK I Annex A). The Bidder shall propose an accurate and complete price quotation in completing the Bidding Sheets as defined in these Bidding Instructions.
- 3.5.2.8.** Offerors shall prepare their Price Quotation by completing the yellow highlighted sections of the Bidding Sheets referred in paragraph 3.5.1.1 above, in accordance with the instructions specified in the Bidding Sheets.
- 3.5.2.9.** No alteration of the form and pre-filled content of the Bidding Sheets is allowed, unless otherwise specified. The prices entered shall reflect the amount of the total items required to meet the contractual requirements.
- 3.5.2.10.** Bidders shall quote in their own national currency or in EURO. Offerors may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:
 - 3.5.2.10.1.** The currency is of a "participating country" in the project, and
 - 3.5.2.10.2.** The Bidder can demonstrate, either through sub-contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major subcontracts and their approximate anticipated value should be listed on a separate sheet and included with the Price Quotation.
- 3.5.2.11.** The Purchaser, by virtue of his status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct and indirect taxes (incl. VAT) and all customs duties on merchandise imported or exported.
- 3.5.2.12.** Offerors shall therefore exclude from their price Bid all taxes, duties and customs charges from which the Purchaser is exempted by international agreement and are required to certify that they have done so through execution of the Certificate at Annex B-5.
- 3.5.2.13.** The Offeror's attention is directed to the fact that the Price Part shall contain no document and/or information other than the priced copies of the Bidding Sheets, and a PDF copy of the Offer Summary tab. Any other document will not be considered for evaluation.
- 3.5.2.14.** When completing the Bidding Sheets, a unit price and total fixed price for each specified element needs to be supplied on each CLIN line item. Offerors are required to insert price information in all cells marked in yellow in the Bidding Sheets. Please note that the related cells of CLIN 1.2 "Contractor travel" under the

tab “CLIN Summary” are not marked in yellow because travel is cost-reimbursable with a not-to-exceed amount of EUR 328,401. The rates for travel mentioned in Annex 2 of the Contract Special Provision (CSP) are not to be exceeded. 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. In preparing the Price Quotation, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. The accuracy of the inputs of the Bidding Sheets is the responsibility of the Offeror. The Purchaser in its favour may resolve ambiguous computation of prices.

3.5.2.15. The Bidder shall furnish firm fixed price quotations, for all proposed items (CLINs 1 through 2) including optional CLIN provided for in this RFQ with any and all appropriate additions. Partial quotations shall be rejected.

3.5.2.16. The Offeror understands that there is no obligation under this contract for the Purchaser to exercise any of the optional line items and that the Purchaser bears no liability should it decide not to exercise the options (totally or partially). Further, the NCI Agency reserves the right to order another Contractor (or the same), to perform the tasks described in the optional line items of the current Contract through a new Contract with other conditions.

3.6. Preparation of the Technical Proposal (Part III)

3.6.1. The Offeror shall submit their Technical Proposal as one (1) email. This email shall contain one (1) file which addresses each criterion as described in paragraph 3.2.1 III: Technical Proposal and in accordance with the requirements of section 3.2.

3.6.2. The email shall be entitled: RFQ-CO-115737-GIS Official Quotation for Company Name, Part III – Technical Proposal where the Technical Envelope shall be contained.

3.6.3. The Technical Proposal package shall include the following:

3.6.3.1. Criterion 1 **Candidates Compliancy Matrix:** A candidates compliancy matrix per Annex E for each proposed candidate clearly stating how each of the proposed candidates is in full compliance with all of the essential qualifications in paragraph 2.2 of the SOW. A simple confirmation ‘yes’ for each requirement without justification/rational will not be sufficient.

3.6.3.2. Criterion 2 **Resumes/CVs:** Two Resumes/CVs that are clearly and individually in full compliance with all the essential qualifications in paragraph 2.2 of the SOW. Each Resume/CV shall be limited to four pages. The following information shall also be included in the Resume/CV: (1) Name of person, (2) Name of employing company (if applicable), (3) Education, and (4) Relevant Experience.

3.6.3.3. Technical Proposal Cross-Reference/Compliance Table

3.6.3.3.1. The Offeror shall include the completed Technical Proposal Cross- Reference Table from Annex D of Book I. The Offeror shall complete the Column marked “QUOTATIONS 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.

SECTION 4 QUOTATION EVALUATION PROCESS AND CRITERIA

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. Failure to address any of the bidding requirements in this RFQ or omission of the critical information may result in a determination of non-compliance for the entire Quotation.
- 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. Documents included by reference only will not be considered.
- 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 clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests (minimum 48 hours next working day) may cause the Bid to be deemed non-compliant.
- 4.1.6. The Purchaser reserves the right, during the evaluation and selection process, to verify any statements made concerning experience and facilities, by making a physical inspection of the Bidder's facilities and capital assets and by virtual interviewing (Teleconference or Video Teleconferencing Capability) Offerors proposed Key Personnel. Physical inspections and interviews shall also apply to assertions in the proposal made on behalf of proposed Subcontractors. The Offeror shall be responsible for providing prompt access to his own or Subcontractors' facilities and personnel.
- 4.1.7. The Contract resulting from this RFQ will be awarded to the Offeror whose Quotation, as evaluated by the Purchaser, is the lowest priced Quotation in compliance with the requirements of this RFQ.
- 4.1.8. 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).

- 4.1.9. Evaluation of this RFQ will be conducted in accordance with the “One Envelope” procedure in which the Quotation Administration and Price parts of each Offeror are evaluated first, and only the Technical Proposal of the apparent lowest priced Quotation is evaluated for compliance with the technical requirements of the RFQ.
- 4.1.10. Offerors that are determined to have submitted non-compliant Quotations will be so notified and will have an opportunity, via their National Delegation, to challenge such a determination in accordance with the NATO Infrastructure Bidding Procedures. In such a case, the Technical Proposal of the Offeror who has submitted the apparent second lowest priced Bid will be evaluated. If necessary, this procedure will be repeated until a fully compliant Quotation has been determined.
- 4.1.11. All administrative compliant Quotations will be evaluated strictly against the evaluation criteria and factors, and shall only be evaluated on a comparative basis for the purposes of the Price Evaluations.
- 4.1.12. The Offeror who has been determined to have offered the lowest priced, technically compliant Bid will be offered the Contract for award.

4.2. **Evaluation Procedure**

- 4.2.1. The evaluation will be done in a three-step process, as summarized below and elaborated on in sections 4.3 - 4.4.
 - 4.2.1.1. Step 1: Administrative Compliance
Quotations received will be reviewed for compliance with the mandatory administrative requirements specified in section 4.3. Quotations not meeting all of the mandatory administrative requirements may be determined to be non-compliant and not considered for further evaluation.
 - 4.2.1.2. Step 2: Price Evaluations
The Price volumes will be opened and evaluated in accordance with section 4.4
 - 4.2.1.3. Step 3: Technical Evaluation
In order for a Quotation to be determined to be compliant, the Offeror shall have submitted a Proposal which has addressed all requirements as detailed in the Bidding Instructions at section 3.6 and subsequently has fully met, after evaluation by the Purchaser, all the criteria thereof. In particular, the Technical Proposal will be reviewed for compliancy of all Sections of the Proposal which shall contain sufficient details to make a positive determination of compliancy.

4.3. **Evaluation Step 1 – Administrative Criteria**

- 4.3.1. Prior to commencement of the Price and Technical evaluation, Quotations will be reviewed for compliance with the formal requirements for Quotation submission as stated in this RFQ and the content of the Bid Administration Part. The evaluation of the Bid Administration Part will be made on its completeness, conformity and compliance to the requested information. Specifically, the following requirements shall be verified:
 - 4.3.1.1. The Quotation was received by the Quotation Closing Date and Time,

- 4.3.1.2. The Quotation is packaged and marked properly as per Section 3.4.
 - 4.3.1.3. The Bid Administration Part contains the documentation listed in paragraph 3.4 above and complies with the formal requirements established in paragraph 3.1.
 - 4.3.1.4. The Offeror has not taken exception to the Terms and Conditions of the Prospective Contract or has not qualified or otherwise conditioned his offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work.
 - 4.3.1.5. The Quotation is provided in the English language.
- 4.3.2. A Quotation that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.3.3. Quotations that are determined to be administratively compliant will proceed to Step 2, Price Evaluation.
- 4.3.4. Notwithstanding paragraph 4.3.3, if it is later discovered in the evaluation of the Quotations Administration Part, Technical Part or the Price Part that the Offeror has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned his offer 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.
- 4.4. Evaluation Step 2 – Price**
- 4.4.1. The Offeror's Price Quotation will be first assessed for compliance against the requirements for preparation and submission of the Price Quotation set forth in the Bid Preparation Section and the Instructions for Preparation of the Bidding Sheets in Annex A.
- 4.4.1.1. The Offeror has furnished Firm-Fixed Prices for all items listed.
 - 4.4.1.2. All pricing data, i.e., quantities, unit prices, has been provided as reflected in the Bidding Sheets, as well as compliance with the requirements for preparation and submission of the Price Quotation as set forth in Section 3 and Annex A.
 - 4.4.1.3. Quotation prices include all costs for items supplied, delivered, and supported.
 - 4.4.1.4. All prices have been accurately entered into appropriate columns, and accurately calculated.
 - 4.4.1.5. The Offeror has provided accurate unit prices (where required) and total prices for each line item and each of the sub-items it added (if any).
 - 4.4.1.6. The grand total is accurate.
 - 4.4.1.7. The currency (€, \$, £, etc.) of all line items has been clearly indicated.
 - 4.4.1.8. The Offeror has quoted in his 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 3.5.2.10 are met.

- 4.4.1.9.** The Offeror has indicated that in accordance with the treaties governing the terms of business with NATO, he has excluded from his prices all taxes, duties and customs charges from which the Purchaser has been exempted (note sections 3.5.2.11 and 3.5.2.12).
- 4.4.1.10.** 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)).
- 4.4.2.** Detailed pricing information has been provided and is current, adequate, accurate, traceable, and complete.
- 4.4.3.** The Price Quotation meets requirements for price realism and balance as described below in paragraph 4.4.6.
- 4.4.4.** 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.
- 4.4.5.** Basis of Price Comparison / Determination of Lowest Price
- 4.4.5.1.** The Purchaser will convert all prices quoted into EURO for purposes of comparison and computation of price scores. The exchange rate to be utilised by the Purchaser will be the average of the official buying and selling rates of the European Central Bank at close of business on the last working day preceding the Bid Closing Date.
- 4.4.5.2.** The determination of the lowest Firm-Fixed Price bid will be based on the lowest Bidder's Firm Fixed Hourly Labour Rate quoted in the CLINs of his Bidding Sheets. The total evaluated price includes the base contract (CLINs 1) and evaluated options (CLINs 1-2).
- 4.4.6.** Price Balance and Realism
- 4.4.6.1.** In those cases in which the prices quoted in relation with this Invitation for bid appear to be unreasonably low in relation to the performance required under the prospective Contract and/or the level of effort associated with the tasks, the Purchaser will reserve the right to request the Bidder clarifications aimed to demonstrate the rationale for such circumstances.
- 4.4.6.2.** Indicators of an unrealistically low Quotation may be, for example, numerous Line Item prices for supplies and services that are provided at no cost or at nominal prices.
- 4.4.6.3.** If the Purchaser has reason to suspect that an Offeror has artificially debased its prices in order to secure Contract award, the Purchaser will request clarification of the Bid in this regard and the Bidder shall provide explanation on one of the following bases:
- 4.4.6.3.1.** 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 either remain in the competition or accept the Contract at the offered price, or to withdraw from the competition.

- 4.4.6.3.2.** 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.
- 4.4.6.3.3.** The Offeror recognises that the submitted price quotation is unrealistically low compared to its cost of performance and, for business reasons, the Bidder is willing to absorb such a loss. Such a statement can only be made by the head of the business unit submitting the 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 Bidder are adequate to withstand such reduction in revenue.
- 4.4.6.4.** If an Offeror fails to submit a comprehensive and compelling response on one of the bases above, the Purchaser may determine the Quotation submitted as non-compliant. If the Bidder responds on the basis of 4.4.6.3.1 above and requests to withdraw from the competition, the Purchaser may, depending on the nature and gravity of the mistake, allow the Bidder to withdraw.
- 4.4.6.5.** If the Purchaser accepts the Offeror's explanation of mistake in paragraph 4.4.6.3.1 and allows the Offeror to accept the Contract at the offered price, or the Purchaser accepts the Offeror's explanation pursuant to paragraph 4.4.6.3.3 above, the Offeror shall agree that the supporting pricing data submitted with his 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.
- 4.4.6.6.** If the Offeror presents a convincing rationale pursuant to paragraph 4.4.6.3.2 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.

4.5. Evaluation Step 3 – Technical Proposal

- 4.5.1.** In order for a Quotation to be determined to be compliant, the Offeror shall have submitted a Proposal which has addressed all requirements as detailed in the Bidding Instructions at Section 3.6 and subsequently has fully met, after evaluation by the Purchaser, all the criteria thereof. In particular, the Technical Proposal will be reviewed for compliancy of all Sections of the Proposal which shall contain sufficient details to make a positive determination of compliancy.
- 4.5.2.** Upon determination of the lowest-priced Quotation as described above, the Quotation shall be evaluated to confirm compliance with the technical criteria in Table 1. associated with the respective sections of the Technical Proposal.

EVALUATION CRITERIA	RFQ REFERENCE
<p>Candidate Compliance Matrix/Resumes/CVs The Offeror submitted Candidate Compliance Matrix as per Annex E and Resumes/CVs of the two (2) proposed candidates are meeting all requirements as per paragraph 2.2 of the SOW.</p>	<p>Book I, 3.6.3.1</p>
<p>Candidate Interview (at Purchaser discretion) The proposed candidates did clarify compliance with the essential qualifications as stated in paragraph 2.2 of the SOW in virtual interviews as per paragraph 4.1.6 in Book I and paragraph 7 of the cover letter.</p>	<p>Book I, 3.6.3.2</p>
<p>Technical Proposal Cross-Reference/Compliance Table The Offeror submitted the completed Technical Proposal Cross- Reference Table from Annex D of Book I.</p>	<p>Book I, 3.6.3.3</p>

Table 1 – Criteria for Technical Evaluation

Annex A Bidding Sheets

A-1 Introduction

1. Quotation pricing requirements as addressed in this Annex are mandatory. Failure to abide to the quotation pricing requirements included in this section may lead to the Quotation being declared non-compliant and not being taken into consideration for award.
2. No alteration of the Bidding Sheets – including, but not limited to quantity indications, descriptions, titles or pre-populated Not-to-Exceed amounts – are allowed with the sole exception of those explicitly indicated as allowed in this document or in the instructions embedded in the Bidding Sheets file.
3. Additional price columns may be added if multiple currencies are Bid, including extra provisions for all totals.

A-2 General Requirements

1. Bidders are required, in preparing their Price Quotation to utilise the electronic file provided as part of this RFQ and referenced in Annex A-3.
2. This Excel file includes detailed instructions on each tab that will facilitate Bidders' preparation of the bid pricing. These instructions are mandatory.
3. 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.
4. In preparing the Bidding Sheets, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part.
5. All metrics (e.g., cost associated with labour) will be assumed to be standard or normalised to 7.6 hour/day, for a five day working week at NATO and National sites and Contractor facilities.
6. Should the Lowest Compliant Bid be in other than Euro currency, the award of the Contract will be made in the currency or currencies of the bid.
7. Bidders are advised that formulae, designed to ease evaluation of the Bidders proposal, have been inserted in the electronic copies of the Bidding Sheets. Notwithstanding this, the Bidder remains responsible for ensuring that their figures are correctly calculated and should not rely on the accuracy of the formulae in the electronic copies of the Bidding Sheets.
8. If the Bidder identifies an error in the spreadsheet, it should notify the Purchaser through process described section 2.7. The Purchaser will then make a correction and notify all the Bidders of the update.

9. Prices shall not include any provision for taxes or duties for which the Purchaser is exempt.

A-3 Bidding Sheets

1. Offerors are required, in preparing their Price Quotation to utilise the following electronic file provided as part of this RFQ.

“02_ RFQ-CO-115737-GIS_Book I-Bidding Sheets.xls”

2. Offerors shall include this file in its proposal in the same Excel format in which it is provided in this RFQ.

Annex B

Prescribed Administrative Forms and Certificates

Annex B-1. Certificate of Legal Name of Bidder

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

FULL NAME OF CORPORATION: _____

DIVISION (IF APPLICABLE): _____

SUB DIVISION (IF APPLICABLE): _____

OFFICIAL MAILING ADDRESS

POINT OF CONTACT REGARDING THIS BID:

NAME: _____

POSITION: _____

TELEPHONE: _____

EMAIL: _____

ALTERNATIVE POINT OF CONTACT:

NAME: _____

POSITION: _____

TELEPHONE: _____

EMAIL: _____

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-2. Acknowledgement of Receipt of RFQ Amendments

I confirm that the following amendments to Invitation for RFQ-CO-115737-GIS have been received and the Quotation, as submitted, reflects the content of such amendments.

Amendment No.	Date of Issue	Date of Receipt	Initials

 Date

 Signature of Authorised Representative

 Printed Name

 Title

 Company

Annex B-3. Certificate of Independent Determination

It is hereby stated that:

- a. We have read and understand all documentation issued as part of this RFQ. Our Bid submitted in response to the referred solicitation is fully compliant with the provisions of the RFQ and the prospective Contract.
- b. Our Quotation has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;
- b. The contents of our 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.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-4. 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 six (6) months from the Quotation Closing Date of this Request for Quotation.

Date

Signature of Authorised Representative

Printed Name

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

Title

Company

Annex B-6. Comprehension and Acceptance of Contract Special and General Provisions

The Offeror hereby certifies that he has reviewed the Contract Special Provisions and the NCI Agency Contract General Provisions set forth in the Prospective Contract, Book II, of this Invitation for Bid. The Offeror hereby provides his confirmation that he 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 offer submitted by the Bidder is without prejudice, qualification or exception to any of the Terms and Conditions and he will accept and abide by the stated Contract Special Provisions and Contract General Provisions if awarded the Contract as a result of this RFQ.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-9. Certificate of Understanding

I certify that

.....
.....(Company Name) has read and fully
understands the requirements of this 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 bidding for this project.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

Annex B-10. Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements

I, the undersigned, as an authorised representative of _____, certify the following statement:

All supplemental agreements, defined as agreements, documents and/or permissions outside the body of the Contract but are expected to be required by my Government, and the governments of my Subcontractors, to be executed by the NCI Agency or its legal successor as a condition of my firm’s performance of the Contract, have been identified, as part of the Quotation.

These supplemental agreements are listed as follows:
(insert list of supplemental agreements or specify “none”)

Examples of the terms and conditions of these agreements have been provided in our Offer. 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. 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.

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).

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 NCI Agency to determine the submitted Quotation to be non-compliant with the requirements of the RFQ;

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
	Title
	Company

Annex B-11. Disclosure of Involvement of Former NCI Agency Employment

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

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

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

Employee Name	Former NCI Agency Position	Current Company Position

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

Date:

Signature:

Name & Title:

Company:

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 know (e.g., draft statement of work, statement of requirements) unless this is expressly provided under NATO Procurement Regulations or authorized in writing by the Chief 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 Chief 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 Quotation / proposals to the NCI Agency. As part of the selection process, industry will be requested to agree with an ethical statement.

15 INDUSTRY INITIATIVES

- 15.1 Industry initiatives may include loans, displays, tests or evaluation of equipment and software, requesting NCI Agency speakers at industry gatherings and conferences, inviting speakers from industry to NCI Agency events, consultancy or studies of technical or organizational issues, etc. These initiatives are usually at no cost to the NCI Agency and take place at a pre-contractual phase or before the development of requirements and specifications. While there are benefits associated with the early involvement of industry in the definition of requirements and specifications, this also raises the potential for unfair treatment of potential competitors.

- 15.2 Industry initiatives which go beyond routine interaction in connection with on-going contracts must be reported to and coordinated by the NCI Agency Acquisition Directorate for approval. Industry initiatives shall be properly documented and governed by written agreements between the NCI Agency and the company concerned where relevant. Such agreements may contain provisions describing the nature of the initiative, the non-disclosure of NCI Agency/NATO information, NCI Agency ownership of any resulting work, the NCI Agency's right to release such work product to future competitors for any follow-on competition or contract, the requirement that any studies must provide non-proprietary solutions and/or an acknowledgement that the participating companies will not receive any preferential treatment in the contracting process.
- 15.3 Any authorized industry initiatives must be conducted in such a way that it does not confer an unfair advantage to the industry concerned or create competitive hurdles for potential competitors.

16 POST EMPLOYMENT MEASURES

- 16.1 The NCI Agency will not offer employment contracts to former NCI Agency Personnel who departed less than 2 years earlier, unless prior approval by the General Manager has been received.
- 16.2 Former NCI Agency Personnel will not be accepted as consultants or commercial counterpart for two (2) years after finalization of their employment at NCI Agency, unless the General Manager decides otherwise in the interest of the Agency and as long as NATO rules on double remuneration are observed. Such decision shall be recorded in writing. Commercial counterparts include owners or majority shareholders, key account managers, or staff member, agent or consultant of a company and/or subcontractors seeking business at any tier with the NCI Agency in relation to a procurement action in which the departing NCI Agency staff member was involved when he/she was under the employment of the NCI Agency. As per the Prince 2 Project methodology, a Project is defined as a "temporary organization that is created for the purpose of delivering one or more business products according to an agreed business case". For the purpose of this provision, involvement requires (i) drafting, review or coordination of internal procurement activities and documentation, such as statement of work and statement of requirement; and/or (ii) access to procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations; and/or (iii) being appointed as a representative to the Project governance (e.g., Project Board) with access to procurement information as per (ii) above; and/or (iv) having provided strategic guidance to the project, with access to procurement information as per (ii) above.
- 16.3 In addition to Section 16.2 above, former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above are prohibited during twelve months following the end of their employment with the NCI Agency to engaging in negotiations, representational communications and/or advisory activities with the NCI Agency on behalf of a private entity, unless this has been agreed in advance by the NCI Agency General Manager and notified to the ASB.
- 16.4 NCI Agency Personnel leaving the Agency shall not contact their former colleagues in view of obtaining any information or documentation about procurement activities not yet authorized' release. NCI Agency Personnel shall immediately report such contacts to the Chief of Acquisition.
- 16.5 The ASB Chairman will be the approving authority upon recommendation by the Legal Adviser when the NCI Agency Personnel concerned by the above is the NCI Agency General Manager and will notify the ASB.
- 16.6 NCI Agency Personnel leaving the Agency shall sign a statement that they are aware of the post-employment measures set out in this Directive.

- 16.7 The post-employment measures set out in this Directive shall be reflected in the NCI Agency procurement documents, such as RFQs, and contract provisions.

Annex C Clarification Request Form

Company Name _____ Submission Date _____

**INVITATION FOR BID
RFQ-CO-115737-GIS**

CLARIFICATION REQUEST FORM

Company Name _____

Submission Date _____

ADMINISTRATION or CONTRACTING				
Serial No.	RFQ Ref.	Offeror's Question	NCI Agency Answer	Status
A.1			Purchaser to complete	
A.2			Purchaser to complete	
A.3			Purchaser to complete	
A.4			Purchaser to complete	
A.5			Purchaser to complete	

Company Name _____ Submission Date _____

PRICE				
Serial No.	RFQ Ref.	Offeror's Question	NCI Agency Answer	Status
P.1			Purchaser to complete	
P.2			Purchaser to complete	
P.3			Purchaser to complete	
P.4			Purchaser to complete	
P.5			Purchaser to complete	

Company Name _____

Submission Date _____

TECHNICAL				
Serial No.	RFQ Ref.	Offeror's Question	NCI Agency Answer	Status
T.1			Purchaser to complete	
T.2			Purchaser to complete	
T.3			Purchaser to complete	
T.4			Purchaser to complete	
T.5			Purchaser to complete	

Annex D Cross Reference/Compliance Table

Offerors 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. Copy 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 3.6, and will be evaluated according to the instructions in Section 4.5.

Bidding Instructions Requirement Ref.	SoW Requirement Ref.	REQUIREMENT DESCRIPTION	Evaluation Criterion Ref.	QUOTATION REFERENCE
3.6.2.1 Candidate Compliance Matrix	2.2	The Bidder shall have provided for each candidate one (1) compliancy matrix as per Annex E clearly stating how the proposed candidate is in full compliance with all of the essential qualifications in paragraph 2.2 of the SOW.	4.5	Offeror to complete
3.6.2.2 Resumes/CVs	2.2	<p>The Bidder shall have provided two (2) Resumes/CVs (one for each proposed candidate) that are clearly (and individually) in full compliance with all the essential qualifications in paragraph 2.2 of the SOW.</p> <p>Each Resume/CV shall be limited to four pages.</p> <p>The following information shall also be included in the Resume/CV: (1) Name of person, (2) Name of employing company (if applicable), (3) Education, and, (4) Relevant Experience.</p>	4.5	Offeror to complete

NATO UNCLASSIFIED

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Amendment 2

NATO UNCLASSIFIED

Annex E Candidate Compliancy Matrix

Offerors shall insert the “Name” of each candidate and complete column “Compliance”, “Justification/Rational” for each of the two (2) candidates). The Quotation shall follow the instructions in Section 3.6, and will be evaluated according to the instructions in Section 4.5.

Candidate Name (First/Last):				
	Details	Type of experience	Compliance Yes/No	Justification/Rational
1	Minimum 3 years of professional experience in the design and implementation of GIS solutions for Enterprise environments using Esri ArcGIS Server 10.x.1 and ArcGIS Desktop (ArcMap and ArcPro) software suite and extensions as well as professional experience with design and implementation of GIS solutions for ArcGIS 10.8.1.	Essential		Offeror to complete
2	Minimum 3 years of professional experience in the administration of ArcGIS Server 10.x.1, including installation, configuration, and systematic analytical interoperability testing with other SW components.	Essential		Offeror to complete
3	Minimum 2 years of professional experience in troubleshooting ESRI software suite, including ArcGIS Server, Desktop and extensions in the following areas: a. Problem analysis on ArcGIS Server, Desktop and Geospatial web services issues. b. Design, documentation, and validation of solutions. c. Systematic testing and validation of deployed solutions.	Essential		Offeror to complete

	d. Providing technical assistance on the corrective action procedures to re-establish GIS services, in an IT support / helpdesk environment.			
4	At least 5 years of practical experience in the area of computer networks, networking architectures, and network related parts of operating systems as well as the ability to identify and troubleshoot problems that are in the underlying infrastructure of a GIS system.	Essential		Offeror to complete
5	A minimum requirement of a Bachelor’s degree at a nationally recognized/certified University in a GIS, Physics, IT, Computer or Software related discipline Or exceptionally, the lack of a university degree may be compensated by the demonstration of a candidate’s particular abilities or experience that is/are of interest to NCI Agency, that is, at least 6 years extensive and progressive expertise in duties related to the function of the post	Essential		Offeror to complete
6	NATO Secret Clearance	Essential		Valid until: Offeror to complete
7	Fluency in Business English -3333 (speaking and writing).	Essential		Offeror to complete
8	Ability to travel within NATO countries to support Core GIS NATO Command Structure (NCS) sites.	Essential		NOT REQUIRED
9	Professional experience with direct customer contact and the direct interaction with customers, preferably in a support environment and ability to integrate and work in a multinational team	Essential		Offeror to complete

10	Expertise in IT infrastructure and platform services (such as databases, virtualization platforms, network components) to the extent as it is required for the designs, operation, & maintenance and diagnosis of an enterprise GIS;	Essential		Offeror to complete
11	Standard Automatic Data Processing Knowledge a. Word Processing: Advanced knowledge b. Spreadsheet: Working knowledge c. Graphics Presentation: Working knowledge d. E-mail clients/Web Browsers: Working knowledge	Essential		Offeror to complete
12	Professional experience with Arc SDE for Microsoft SQL Server in the following areas: a. Multiuser geodatabase architecture, configuration options, and techniques to efficiently load data, assign user permissions, and maintain database performance over time. b. Deploying and Maintaining a Multiuser Geodatabase. c. Configuring and Managing the Multiuser Geodatabase.	Essential		Offeror to complete