



IFB-CO-115760-e-FIT

Provision of COTS IT Hardware Equipment and Associated Support (IT), duly named e-FIT

Authorisation/Serial No.

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BOOK I

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SECTION I - INTRODUCTION

1.1 The purpose of this Invitation for Bids (IFB) is to establish two (2) Indefinite Delivery Indefinite Quantity (IDIQ) Contract(s) for the provision of Hardware and Associated Support on “as needed – when needed” basis for a basic period of three (3) years, plus two (2) yearly options. The following scope will be covered by the resulting Contract(s), referred hereafter as Schedules:

- A. Standard End-User Equipment
- B. (LAN) Network Equipment

1.2 The items and devices that constitute the scope of the different Schedules are listed in Annex A of the Prospective Statement of Work (Book II Part IV).

1.3 Without prejudice to any of the terms of this IFB, any IDIQ Contract(s) awarded as a result of this IFB shall not be regarded as a promise on the part of the Purchaser with regards to the placement of any orders. These will be awarded solely on the basis of the actual need of the Purchaser during the course of the Contract validity period. As further specified below, any and all quantities indicated in the Schedules of this IFB shall not be construed to represent an obligation on the part of the Purchaser with respect to orders to be placed during the Contract validity period and shall solely be regarded as values which will be referred to for the purpose of the evaluation of the bids as detailed in Section 4 of Book I of this IFB.

1.4 The Contract’s requirements are set forth in the Bidding Sheets, Annex A-1 (the winning Offeror’s bid will be incorporated into Part I of Book II under Schedule of Supplies and Services (SSS) upon award) and in the prospective Contract Statement of Work (Book II Part IV).

1.5 This IFB is issued in accordance with the Procedures set forth in the NATO Financial Regulations, the NCIO Financial Rules and Procedures, and the BC Military Budget Procurement Guidance. In accordance thereof, bidding to the project is restricted to companies from participating NATO member nations.

1.6 The security of this Invitation for Bid is “NATO UNCLASSIFIED”.

1.7 This IFB will not be the subject of a public bid opening.

1.8 This IFB may result in multiple Contract Awards, as each individual Schedule is subject to a separate evaluation. Award of the prospective Contract(s) pursuant to this IFB will be made to the Bidder that has offered the lowest evaluated price to one or both Schedules, and has been determined to be technically compliant with the requirements of the IFB in accordance with the evaluation criteria. The Bid evaluation criteria and the detailed evaluation procedure is described in Sections 3 and 4 of these Bidding Instructions.

1.9 The Bidder may bid on one or both Schedules, but shall ensure these bids are provided as separate and complete packages as per the instructions at 3.1.3. If a single Bidder is evaluated to be the lowest priced technically compliant bidder for both Schedules in accordance with the evaluation criteria laid out in Sections 3 and 4, these Schedules will be combined to form a single Contract. Partial bidding is not allowed; meaning that all CLINs shall be priced in the Schedule being bid on. Bids submitted with partial bidding shall be determined non-compliant and not considered for award.

1.10 Award of the resulting Contract(s) will be made on a firm fixed discount basis for Schedules A and B.

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

1.12 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 2 of these Bidding Instructions entitled "Requests for IFB Clarifications".

1.13 The target date for Contract award(s) is December 2022.

SECTION II - GENERAL BIDDING INFORMATION

NOTICE TO BIDDERS OF CONTRACT DISTRIBUTION AND DISCLOSURE OF INFORMATION

The resulting Contract is subject to release to the applicable NATO Resource Committee through the NATO Office of Resources (NOR).

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.

2.1. DEFINITIONS

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

2.1.2 The term "Bidder" as used herein refers to a firm which submits an offer in response to this solicitation.

2.1.3 The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this Invitation for Bids.

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.

2.1.5 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, REPUBLIC OF TÜRKIYE, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, UNITED KINGDOM, UNITED STATES OF AMERICA.

2.1.6 The term "Purchaser" refers to the authority issuing the IFB and/or awarding the Contract (the NCI Agency).

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

2.2. ELIGIBILITY

2.2.1 All Contractors and sub-Contractors, at any tier, must be from participating countries. All Contractors must have had a Declaration of Eligibility submitted by their respective Governments prior to the Bid Closing Date.

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

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

2.2.4 All intellectual property rights 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. BID DELIVERY AND BID CLOSING

2.3.1. The closing time for the electronic submission of bids in response to this IFB is **FRIDAY, 4 NOVEMBER 2022 AT 13:00 Hours Central European Time (CET)**.

2.3.2 Bids shall be submitted to the following email address below:

2.3.2.1 IFBCO115760eFIT@ncia.nato.int

2.4 LATE BIDS

2.4.1 Bids received at the NCIA e-mail address after the date and time indicated in paragraph 2.3.1 may not be eligible for award.

2.4.1.1 Bids submitted electronically may be considered late unless the Bidder completes the entire transmission of the bid before the closing date and time for receipt of bids under this solicitation.

2.4.2 CONSIDERATION OF LATE BID

2.4.2.1 The Purchaser considers that it is the responsibility of the Bidder to ensure that the bid submission arrives by the specified bid closing time. A late bid will only be considered for award under the following circumstances:

2.4.2.1.1 A Contract has not already been awarded pursuant to the IFB, and;

2.4.2.1.2 The bid was sent to the correct email specified in paragraph 2.3.2.1 above, and;

2.4.2.1.3 The delay was due solely to the fault of the Purchaser.

2.4.3 RECEIPT OF AN UNREADABLE ELECTRONIC BID

2.4.3.1 If a bid received at the NCIA's facility by electronic data interchange 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 CO shall immediately notify the Bidder that the bid will be rejected unless the Bidder provides clear and convincing evidence:

2.4.3.1.1 of the content of the bid as originally submitted, and;

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

2.4.3.2 A bid that fails to conform to the above requirements may be declared noncompliant and may not be evaluated further by the Purchaser.

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

2.5. REQUESTS FOR EXTENSION OF BID CLOSING DATE

2.5.1 All questions and requests for extension of the bid closing date shall be submitted by the Bidder through their respective NATO Delegation in sufficient time so as to allow the formal request made by the National Delegation of the Bidder to reach the Purchaser, i.e. no later than fourteen (14) calendar days prior to the Bid closing date.

2.6. PURCHASER POINT OF CONTACT

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

Ms. Eva Benson, Senior Contracting Officer

E-mail: IFBCO115760eFIT@ncia.nato.int

2.7. REQUESTS FOR IFB CLARIFICATIONS

2.7.1 Bidders, during the solicitation period, are encouraged to query and seek clarification of any matters of a Contractual, administrative and technical nature pertaining to this IFB.

2.7.2 All questions and requests for clarification must be submitted in writing through Annex D – Clarification Requests Form, by E-mail. All questions and requests must reference the section(s) in the IFB subject for clarification. The questions and/or requests shall be forwarded to the POC specified in Paragraph 2.6.1 above and shall arrive **not later than 14 calendar days before the closing date of the bid**. The Purchaser is under no obligation to answer questions submitted after this time.

2.7.3 Bidders are advised that questions and requests for clarifications must address the totality of the concerns of the Bidder for the IFB, as the Bidder will generally not be permitted to revisit areas of the IFB for additional clarification. Any additional requests for clarification are limited only to the information provided as answers by the Purchaser. Such additional requests shall not arrive later than fourteen (14) calendar days prior to the stated "Bid Closing Date".

2.7.4 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 via an amendment to all prospective bidders.

2.7.5 The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the IFB. Amendments to the language of the IFB included in the answers shall be incorporated by the Bidder in their offer.

2.7.6 The Purchaser reserves the right to decline clarification requests that are clearly devised for the purpose of artificially extending 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 Bidders are informed that requests for alteration to, waivers of, or deviations from the Schedules, the Contract Special Provisions, the Terms and Conditions in the NCI Agency's General Provisions, 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 and Conditions of the Invitation for Bids 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 Terms and Conditions of the Prospective Contract which are included in a Bid as submitted may be regarded by the Purchaser as a qualification or condition of the Bid and may be grounds for a determination of non-compliance.

2.9. AMENDMENT OF THE INVITATION FOR BIDS

2.9.1 The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the IFB documents at any time prior to the date set for the Bid Closing. Any and all modifications will be transmitted to all prospective bidders by an official amendment designated as such and signed by the Contracting Authority. Such amendment shall be recorded in the Acknowledgement of Receipt certificate (Annex B-6) which the Bidder shall complete and enclose as part of their bid. 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 Bidders' to prepare a proper bid within the allotted time. The Purchaser may extend the "Bid Closing Date" and such extension will be set forth in the amendment document.

2.10. MODIFICATION AND WITHDRAWAL OF BIDS

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

2.10.2 Modifications to bids which arrive after the Bid Closing Date and time will be considered as "Late Modifications" and the Purchaser will retain the modification until a selection is made. A modification to a bid which is determined to be late will not be considered in the evaluation and selection process. If the Bidder submitting the modification is determined to be a successful Bidder on the basis of the unmodified bid, the modification may then be opened. If the modification makes the terms of the bid more favorable to the Purchaser, the modified bid may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent successful Bidder on the basis of the bid submitted and disregard the late modification.

2.10.3 A Bidder may withdraw their bid at any time prior to Bid Opening without penalty. In order to do so, an authorized agent or employee of the Bidder must provide an original statement of the firm's decision to withdraw the bid.

2.11. BID VALIDITY

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

2.11.2 In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex B-3. Bids 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 bids which remain under consideration for award.

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

(a) Accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and the Certificate of Bid Validity extended accordingly; or

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

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

2.12 CANCELLATION OF INVITATION FOR BID

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

2.13 ELECTRONIC TRANSMISSION OF INFORMATION AND DATA

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

2.13.2 Bidders are cautioned that electronic transmission of documentation which contains classified information is not permissible.

2.14 SUPPLEMENTAL AGREEMENTS

2.14.1 Bidders are required, in accordance with the certificate Annex B-7 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.

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

2.14.3 Bidders are cautioned that failure to provide full disclosure of the anticipated requirements and the terms thereof, to the best of the Bidder's knowledge and experience, may result in the Purchaser withholding award of the Contract or cancelling an executed Contract if it is discovered that the terms of such Supplemental Agreements contradict salient conditions of the Prospective Contract to the extent that either key

objectives cannot be accomplished or basic Contract principles and Purchaser rights have been abridged.

SECTION III - BID PREPARATION INSTRUCTIONS

3.1. GENERAL

3.1.1 Bids shall be prepared in accordance with the instructions set forth herein. Failure to comply with these instructions may result in the Bid being declared non-compliant.

3.1.2 Bidders shall prepare a complete Bid which comprehensively addresses all requirements stated herein. The Bid shall demonstrate the Bidder's understanding of the IFB and their ability to provide all the deliverables and services listed in the Schedule of Supplies and Services. Bids which are not complete will be declared non-compliant. Each Schedule requires all CLINs to be priced. Partial bidding within a Schedule is not allowed and will be considered non compliant. By submission of the Bid, Bidders shall have affirmed full compliance and acknowledgement of the Statement of Work requirements, and that all the requirements have been taken into account in the pricing of their Bid.

3.1.3 In the event Bidders wish to bid on both Schedules it shall clearly note this in its Bid and provide separate bid packages for all applicable Schedules as per the requirements of these Bidding Instructions, to allow for independent and separate evaluation by the Purchaser as this may lead to 1 or more Schedules being awarded to a single Bidder.

3.1.4 Bidders shall note that any prospective Contract will be against firm and fixed unit prices. All quantities included in the bidding sheets are for evaluation purposes only and shall not be construed to represent a Purchaser's obligation with respect to orders to be made during the course of the Contract validity period.

3.1.5 The Bidders shall note that there are no product specifications listed as SOW Annex A for Schedule B, as the Cisco Global Price List (GPL) maintained by Cisco and Fortinet GPL will form the scope of that Schedule B. Bidders shall prepare the criteria stated in the Bidding Sheets; as well as, the general criteria outlined in this section of these Bidding Instructions. Detailed instructions are laid out in Annex A-2, Instructions for the Preparation of Bidding Sheets.

3.1.6 Bids and all related documentation shall be submitted in the English language.

3.2. Bid Package Content and Marking

3.2.1 The complete electronic bid shall consist of three distinct and separated volumes described in the following subparagraphs. Detailed requirements for the structure and content of each of these packages are contained in these Bidding Instructions.

3.2.1.1 Part 1: Bid Administration Package (paragraph 3.3)

3.2.1.2 Part 2: Price Quotation (paragraph 3.4)

3.2.1.3 Part 3: Technical Proposal Package (paragraph 3.5)

3.2.2 Each part submitted shall comply with the below specifications:

3.2.2.1 Part I, Bid Administration - The e-mail content shall be as described in paragraph 3.3 below, with **no password protection to the file and shall not be more than 20MB total per e-mail.**

- IFB-CO-115760-e-FIT *Company Name*–Part I–Admin

3.2.2.2 Part II, Price- The e-mail content shall be as described in paragraph 3.4 below, with **no password protection to the file, and shall not be larger than 20MB total per e-mail.**

- IFB-CO-115760-e-FIT *Company Name*–Part II–Price

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

3.2.2.3 Part III, Technical- The e-mail content shall be as described in paragraph 3.5 below, with **no password protection to the file, and shall not be larger than 20MB total per e-mail.**

- IFB-CO-115760-e-FIT *Company Name*– Part III-Technical

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

3.2.2.5 Multiple emails may be submitted for each part if the content of the file(s) is larger than 20 MB per email submission; however, each file must clearly identify the part number and the sequence to which it relates. For example: 123456-ABC - *Company Name*- Part III-Technical Part 1 of 4; 123456-ABC - *Company Name*- Part III-Technical Part 2 of 4 and so forth.

3.2.2.6 Acceptable File Formats

3.2.2.6.1 Unless otherwise directed, files can be submitted in Adobe pdf format.

3.2.2.6.2 The Purchaser **does NOT accept** hard copies of bids, CDs, thumb drives, or zip files.

3.2.2.7. All documentation submitted as part of the Bid shall be classified no higher than “**NATO UNCLASSIFIED**”.

3.2.2.8. Partial Bids (All CLINs in the Schedule shall be priced) and/or bids containing conditional statements will be declared non-compliant as defined in Section 3.4.2.

3.2.2.9. Bidders are advised that the Purchaser reserves the right to incorporate the successful Bidder's Offer in whole or in part in the resulting Contract.

3.3. PREPARATION OF THE ADMINISTRATIVE PACKAGE (PART 1)

3.3.1 The Bid Administrative Package shall include in accordance one (1) PDF File with scanned copies of the certificates described below in paragraph 3.3.3 with physical signatures. These certificates shall be submitted by email according to paragraph 3.2.2.1 above.

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

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

- (a) B-1 Certificate of Legal Name of Bidder
- (b) B-2 Certificate of Independent Determination
- (c) B-3 Certificate of Bid Validity
- (d) B-4 Certificate of Understanding
- (e) B-5 Certificate of Exclusion of Taxes, Duties and Charges
- (f) B-6 Acknowledgement of Receipt of IFB Amendments (if applicable)
- (g) B-7 Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements
- (h) B-8 Comprehension and Acceptance of Contract Special Provisions and General Provisions
- (i) B-9 List of Prospective Sub-Contractors / Consortium members
- (j) B-10 Disclosure of Involvement of Former NCI Agency Employment
- (k) B-11 Certification of NATO Member Country of Origin of Delivered Equipment, Services, Material and Intellectual Property Rights

- (l) B-12 Certificate of AQAP 2110 or ISO-9001: 2015 Compliance.

NOTE: The Bidder shall attach a copy of the company's AQAP 2110 certification or ISO 9001: 2015 compliance.

- (m) B-13 Supply Chain Security Self-Attestation Statement

- (n) B-14 List of Key Personnel

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

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

3.3.4.2 The terms of supplemental agreements, if necessary, are the Bidders / Contractors responsibility and shall be fully 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.

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

3.3.5 Concerning Certificate B-9, the Contractor shall identify by name, project role, and country of origin, all sub-Contractors whose sub- Contract value is expected to equal or exceed EUR 125,000, if any. A list of consortium members shall also be completed and included. If there are no sub-Contractors/consortium members involved, the Bidder shall state this separately. The subContractors listed in this certificate shall be traceable in the Bidding Sheets.

3.4. PREPARATION OF THE PRICE PROPOSAL (PART 2)

3.4.1. Bidders shall prepare their Price Quotation by completing the yellow highlighted cells of the Bidding Sheets referred in paragraph 3.3.2 above, in accordance with the instructions specified in Annex A-2.

3.4.2. The structure of the Bidding Sheets shall not be changed nor should any quantity or item description in the Bidding Sheets. The currency of each Schedule shall be shown.

3.4.3. 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.

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

- (a) the currency is of a "participating country" in the project, and
- (b) the Bidder can demonstrate, either through sub-Contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency.

3.4.5. Bidders shall be aware that the bid will be evaluated in EUR and any other quoted currencies will be converted to EUR by the Purchaser using 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.

3.4.6. 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.

3.4.7. 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 Bidder, therefore, certifies that the prices stipulated in this Contract do not include amounts to cover such direct taxes or customs duties. Bidders are reminded of the requirement to complete the certification to this effect in Annex B-5.

3.4.8. The Bidder 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.

3.4.9. 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.

3.4.10. 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

3.4.11. The Bidder's attention is directed to the fact that Price Quotation shall contain no document and/or information other than the priced 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.

3.4.12. Detailed instructions for the application of these instructions to the different Schedules can be found in Annex A-2.

3.4.13. When completing the Bidding Sheets, a unit price or fixed percentage and total fixed price for each specified element needs to be supplied on each CLIN line item per Schedule. Prices should not be grouped. The total price shall be indicated in the appropriate columns and in the currency quoted. The accuracy of the inputs of the Bidding Sheets is the responsibility of the Bidder. The Purchaser in its favour may resolve ambiguous computation of prices. Bidders shall provide any additional information required (i.e. lead times) in the designated yellow highlighted cells.

3.4.14. The Bidder understands that there is no obligation under this Contract for the Purchaser bears no liability should it decide not to exercise yearly options. Further, the NCI Agency 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 specifying exceeding the deadlines for delivery and completion of works indicated in the Bidding Sheets may be declared non-compliant.

3.4.17. The Bidder shall identify for each CLIN all significant sub- Contractors and provide required information about their prospective sub-Contractors whose estimated value of the subContract is expected to equal or exceed EUR 125,000 using the "List of Prospective Sub-Contractors" form attached to Book I Annex B-9.

3.3 PREPARATION OF THE TECHNICAL PROPOSAL (PART 3)

3.5.1. Bidders shall submit their Technical Proposal in accordance to section 3.2.2.3 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 – 3.5.6.

NOTE: Bidders ***shall not*** provide marketing material or brochures substituting the below technical criteria.

3.5.2 Technical Proposal Cross-Reference/Compliance Table. The Bidder shall include the completed Technical Proposal Cross- Reference Table from Annex C of Book I. The Bidder shall complete the Column marked "BID 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 Bidder to ensure that all the required information has been provided in the Technical Proposal.

3.5.3 Executive Summary. The Bidder shall provide an Executive Summary describing the successful delivery of a similar project in a similar environment during the last three (3) years.

3.5.4 Technical Documentation. The Bidder shall provide a draft Quality Assurance (QA) Plan and a Warranty Plan according to Section 3.8 Technical Documentation of the SoW.

3.5.5 Key Personnel. The Bidder shall provide a CV for Key Personnel and Security Clearance according to Section 4.2 of the SoW.

3.5.6 Product Catalogue. The Bidder shall provide a statement that website access for OEM Product Catalogue(s) shall be granted according to Section 4.7 of the SoW.

SECTION IV - BID EVALUATION

4.1. GENERAL

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

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

4.1.3 To ensure that sufficient information is available, the Bidder shall furnish with its bid all information appropriate to provide a complete description of the work which will be performed and/or the supplies to be delivered. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and Contractual requirements of this IFB. 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 bid from the Bidder, and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the bid and to permit the Bidder to state its intentions regarding certain statements contained therein. The Bidder is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to its price proposal at any time nor restate the SoW.

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

4.1.6 The evaluation will be conducted in accordance with the NATO Financial Regulations, the NCIO Financial Rules and Procedures, and the BC Military Budget Procurement Guidance set forth in the NATO document BC-D(2018)0004.

4.1.7 All bids 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.

4.1.8 The administrative compliance of the Bids will be evaluated first. Bids that are declared administratively non-compliant may be rejected without further evaluation.

Following evaluation for administrative compliance, evaluation will be carried out in the following two areas: Part 2- Price and Part 3- Technical.

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

4.2 ADMINISTRATIVE CRITERIA

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

- a) The Bid was received by the Bid Closing Date and Time,
- b) The Bid was packaged and marked properly per Section 3.2.
- c) The Administrative Package contains all the requested signed required Certificates at Annex B hereto in Paragraph 3.3.3.

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

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

4.3 PRICE CRITERIA

4.3.1 The Bid shall be evaluated against the following criteria:

- 4.3.1.1. Completeness and formal compliance of the Price Quotation with all IFB provisions and Bidding Instructions;
- 4.3.1.2. Evaluated Price offered for the requested CLINs in the Bidding Sheets per Schedule;
- 4.3.1.3. The Bid meets the requirement for Price Realism.

4.3.2 Determination of Lowest Evaluated Priced Bid:

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

4.3.2.2. All quantities, assumptions, and notional values included in the bidding sheets serve only as the basis of estimate for the bid evaluation purpose according to the embedded functions in each tab; no rights can be derived from the quantities, assumptions, and notional values included in the bidding sheets.

4.3.3 Inconsistencies and Discrepancies in Bid Price Quotation

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

- a) PDF copy of the completed Bidding Sheets
- b) Microsoft Excel copy of the completed Bidding Sheets

4.3.4 Basis of Price Comparison

4.3.4.1. The sum of the Total Evaluated Fixed Prices offered shall be compared on the basis of the prices offered converted to Euro as stated in paragraph 4.3.2 above.

4.3.4.2. The Bid will be evaluated against the following criteria:

4.3.4.2.1. The Bidder shall provide a fixed discount percentage over all the items (including Options) as explained in Annex A-2 in the detailed Bidding Instructions below.

4.3.4.2.2. All pricing data, i.e., discounts, quantities, unit prices, shall be provided as reflected in the Bidding Sheets.

4.3.4.2.3. Bid prices shall include all costs for items supplied, delivered, supported, and Tempested items where required.

4.3.4.2.4. The Bidder shall have provided discounts and accurate unit prices of each of the sub-items(s) added (if any).

4.3.4.2.5. The Bidder shall have provided discounts, accurate unit price and total evaluated price for each line item.

4.3.4.2.6. The evaluated grand total shall be accurate.

4.3.4.2.7. The currency of all CLINs where required shall be clearly indicated.

4.3.4.2.8. Bidders may quote in their own national currency or in EUR, the host nation currency, or they may submit bids in multiple currencies only in accordance with paragraph 3.3.6 above.

4.3.4.2.9. All discounts and prices shall be accurately entered into appropriate columns, and accurately totalled.

4.3.4.2.10. Bidders shall have indicated that in accordance with the treaties governing the terms of business with NATO, exclude from their prices all taxes, duties and customs charges from which the Purchaser has been exempted.

4.3.4.2.11. Discounts and price quotes for each individual item, and totalled prices shall be accurate and realistic, based on historic data, and/or market and competitive trends in the specified industrial sectors.

4.4 PRICE REALISM

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

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

4.4.2.1. Costs that are considered to be too low for the amounts and/or types of material proposed, based on prevailing market prices for such material.

4.4.2.2. Numerous Line Item prices for supplies and services that are provided at no cost or at nominal prices.

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

a. An error was made in the preparation of the price proposal. In such a case, the Bidder must document the nature of the error and show background documentation concerning the preparation of the price proposal that makes a convincing case that a mistake was made by the Bidder. In such a case, the Bidder shall petition the Purchaser to both remain in the competition and accept the Contract at the offered price, or to withdraw from the competition.

b. The Bidder has a competitive advantage due to prior experience or industrial/technological processes that demonstrably reduce the costs of Bidder performance and therefore the price offered is realistic. Such an argument must support the technical proposal offered and convincingly and objectively describe the competitive advantage and the net savings achieved by this advantage over standard market practices and technology.

c. The Bidder recognises that the submitted price proposal is unrealistically low compared to its cost of performance and, for business reasons, the Bidder is willing to absorb such a loss. Such a statement can only be made by the head of the business unit submitting the Bid and will normally be made at the level of Chief Operating Officer or Chief Executive Officer. In such a case, the Bidder shall estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such reduction in revenue.

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

4.4.5 If the Purchaser accepts the Bidder's explanation of mistake in Paragraph 4.4.3(a) and allows the Bidder to accept the Contract at the offered price, or the Purchaser accepts the Bidder's explanation pursuant to Paragraph 4.4.3(c) above, the Bidder shall agree that the supporting pricing data submitted with its Bid will be incorporated by

reference in the resultant Contract. The Bidder shall agree as a condition of Contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the Contract and that no revisions of proposed prices will be made.

4.4.6 If the Bidder presents a convincing rationale pursuant to Paragraph 4.4.3(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 Bid may be determined to be non-compliant.

4.5 TECHNICAL CRITERIA

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

4.5.2. Technical Proposal

4.5.2.1. The Bidder shall have provided a Technical Proposal which includes all of the information required in Sections 3.5.2 through 3.5.6.

4.5.2.2. Bidders shall include the completed Technical Proposal Cross-Reference Table at Annex C of Book I. The Bidder shall complete the Column marked "BID 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 Bidder to ensure that all the required information has been provided in the Technical Proposal.

4.5.2.3. The Bidder shall have provided Executive Summary describing the successful delivery of a similar project and similar environment during the last three (3) years. This summary shall have provided general descriptions of the major points and shall have demonstrated the Bidder's understanding of the requirement. The Executive Summary may not be more than 10 pages total.

4.5.2.4. Technical Documentation. The Bidder shall provide a draft Quality Assurance (QA) Plan and a Warranty Plan with the following information:

4.5.2.4.1. QA Plan in accordance with the requirements of the AQAPs listed in Annex B of Book II Part IV, SOW shall document and explain the QA procedures to include:

- Contractor's organizational structure and lines of authority, the names, qualifications, duties, responsibilities, and classification of each member of the team involved in the workflows specifically related to this project;
- QA procedures for configuration management, documentation, records, reviews and audits, testing, corrective action and certifications;

- QA procedures to ensure Contract performance is in accordance with the Contract's requirements;

4.5.2.4.1.1. QA procedures to identify, prevent, and ensure non-recurrence of deficiencies.

4.5.2.4.1.2. The QA Plan shall be compatible and consistent with the Warranty Plan.

4.5.2.4.1.3. The Contractor shall provide detailed instructions in the Warranty Plan as foreseen in section 3.12 of the SoW.

4.5.2.5 The Bidder shall provide a Curriculum Vitae for the personnel proposed according to Section 4.2 of the SoW. The Bidder shall have provided a narrative describing the rationale for the selection of the Project Team for key posts and have provided detailed descriptions of the experience of the individuals in managing similar procurement programmes. This section shall have described the authority and responsibility (and the limits) of the Delivery Manager and Technical Lead within the overall corporate organisation. The narrative must confirm that the Delivery Manager and Technical Lead has access to the corporate resources required to successfully perform the Contract.

4.5.2.6 Product Catalogue. The Bidder shall provide a statement that website access for OEM Product Catalogue(s) shall be granted wither through direct OEM website or Bidder's integrated catalogue according to Section 4.7 of the SoW.

ANNEX A-1 BIDDING SHEETS

Provided under separate MS Excel File:

“IFB-CO-115760-e-FIT_Bidding-Sheets.xls”

ANNEX A-2 - INSTRUCTIONS FOR THE PREPARATION OF BIDDING SHEETS**5.2 GENERAL Requirements**

- 5.2.1** Bidders are required to insert price and other information (as applicable) in all cells marked in YELLOW in the Bidding Sheets of the Schedules they are bidding on.
- 5.2.2** Bidders shall complete and submit the Bidding Sheets with their Price, or percentage if so requested, per CLIN in the Schedule being bid on. No partial bidding shall be allowed meaning that all CLINs shall be priced in the Schedule in order to be compliant.
- 5.2.3** The Bidder shall provide a Delivery Lead Time, where requested, which shall be understood to start from the date of reception of the Task Order.
- 5.2.4** The total price shall be indicated in the appropriate columns and in the currency quoted. EUR is the default currency for CLINs where notional values in EUR are included as the basis of estimate.
- 5.2.5** The total evaluated price shall be the price of the base Contract (3 years) plus the price of the two (2) Options (1+1 years). Bidders shall note that any prospective Contract will be for unit prices, but that the evaluation is based on the lowest total evaluated price. The prices entered on the Bidding Sheets shall reflect the total notional items provided. **All quantities included in the bidding sheets are for evaluation purposes only.**
- 5.2.6** **Notional quantities and values serve as an example only** in order to evaluate pricing. The notional quantities and values **do not** reflect current or future quantities and values for the Schedules.
- 5.2.7** If the price of a CLIN is expressed in different currencies, where applicable, these shall be identified. The evaluation will be conducted by converting all prices to Euro by using the ECB exchange rate of the last business day prior to bid closing date.
- 5.2.8** Prices shall not include any provision for taxes or duties for which the Purchaser is exempt.
- 5.2.9** Bidders shall not introduce any changes or deviations to the Bidding Sheets as provided by the Purchaser, unless otherwise specified.
- 5.2.10** Bidders are informed that functions, designed to ease evaluation of the Bidders proposal, have been inserted in the electronic copies of the Bidding Sheets. Notwithstanding this the Bidder remains responsible for ensuring that their figures are correctly calculated and should not rely on the accuracy of the formulae electronic copies of the Bidding Sheets.
- 5.2.11** If the Bidder identifies an error in the spreadsheet, it should notify the Purchaser who will make a correction and notify all the bidders of the update. Any discounted

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

5.3 STRUCTURE OF BIDDING SHEETS.

- 5.3.1** The Bidding Sheets correspond to the Schedule of Supplies and Services of the Prospective Contract. Each Schedule included in the competition is represented by a single Bidding Sheet showing the Contract Line Items (CLINs) included within the scope of that Schedule (Detailed bidding sheet tabs) and a detailed cost breakdown attached to each schedule.
- 5.3.2** Bidders shall make sure that they have filled all delivery lead times in the allocated cells.
- 5.3.3** Bidders shall provide firm and fixed discount percentages for Schedule A and/or B. The discount percentages shall apply to all equipment, throughout the period of performance of the Contract.
- 5.3.4** Additionally, Bidders shall provide delivery lead times, Engineering Services daily rates, Shipment costs, Warranty Extensions, and any information requested in the yellow highlighted cells. Both the Shipment costs and the Warranty Extensions are to be percentages over the notional value per applicable CLIN.

ANNEX B – CERTIFICATES

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ANNEX B-1
CERTIFICATE OF LEGAL NAME OF BIDDER

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

FULL NAME OF CORPORATION: _____
DIVISION (IF APPLICABLE): _____
SUB DIVISION (IF APPLICABLE): _____

OFFICIAL MAILING ADDRESS: _____

E-MAIL ADDRESS: _____

POINT OF CONTACT:
REGARDING THIS BID:
NAME: _____
POSITION: _____
TELEPHONE: _____
E-MAIL ADDRESS: _____

ALTERNATIVE POINT OF CONTACT:
NAME: _____
POSITION: _____
TELEPHONE: _____
E-MAIL ADDRESS: _____

.....
Date

.....
Signature of Authorised Representative
.....
Printed Name and Title
.....
Company

ANNEX B-2
CERTIFICATE OF INDEPENDENT DETERMINATION

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

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

ANNEX B-3
CERTIFICATE OF BID VALIDITY

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

.....
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 Invitation For Bid (IFB) and that the Bid
recognises these requirements in total.

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

.....
Date

.....
Signature of Authorised Representative
.....
Printed Name and Title
.....
Company

ANNEX B-5
CERTIFICATE OF EXCLUSION OF TAXES, DUTIES AND CHARGES

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX B-6
ACKNOWLEDGEMENT OF RECEIPT OF IFB AMENDMENTS

I confirm that the following Amendments to Invitation For Bid No IFB-CO-115760-e-FIT have been received and the Bid as submitted reflects the content of such Amendments:

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

.....
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:

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

2. These supplemental agreements are listed as follows:

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

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

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

6. We accept that should the resultant supplemental agreements issued in final form by national regulations 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

**COMPREHENSION AND ACCEPTANCE OF SPECIAL CONTRACT PROVISIONS
AND GENERAL PROVISIONS**

The Bidder hereby certifies that he has reviewed the Contract Special Provisions and Contract General Provisions set forth in the Prospective Contract, Book II of this Invitation for Bids. The Bidder hereby provides their 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 Bidder 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 Terms and Conditions if awarded the Contract as a result of this Invitation for Bids.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX B-9

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-10

Disclosure of Involvement of Former NCI Agency Employment

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

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

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

- Have not held employment with NCI Agency within the last two years.

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

Employee Name	Former NCIA Position	Current Company Position

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

Date:

Signature:

Name & Title:

Company:

7.6 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 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 B-11

Certification of NATO Member Country of Origin of Delivered Equipment, Services, Material and Intellectual Property Rights

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

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

.....
..
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX B-12
Certificate of AQAP 2110 or ISO-9001: 2015 Compliance

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

A copy of the certification is attached herewith.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX B-13
Supply Chain Security Self-Attestation Statement

[Name Contractor]

I hereby as [Contractor] affirm that the security of the supply chain for Commercial off the Shelf communication and information systems products listed in the Schedule of Supplies and Services of the Contract in question has been assessed and found compliant against the Statement of Work requirements of the Contract in question.

I endorse this supply chain security statement for the products within the scope of this Contract.

I can supply supporting evidence if required.

Date

Signature of Authorised Representative

Printed Name

Title

Company

ANNEX B-14
LIST OF KEY PERSONNEL WITH SECURITY CLEARANCE INFORMATION

Name	Level of Clearance	Dates of Validity	Certifying Authority	Expected date of release of required Security Clearance
Delivery Manager				
Name:				
Technical Lead				
Name:				

Date:

Signature:

Name & Title:

Company:

Bid Reference:

ANNEX C – Cross Reference/Compliance Table

Bidders shall complete column “BID REFERENCE” with Bid references that locate the technical proposal documentation required by the IFB, 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 Bid Technical Proposal Package. The Bid shall follow the instructions in Section 3.5, and will be evaluated according to the instructions in Section 4.5.

BIDDING INSTRUCTIONS REQUIREMENT REF.	SOW REQUIREMENT REF.	REQUIREMENT DESCRIPTION	BID Ref.
3.5.2 Technical Proposal Cross- Reference/Compliance Table	-	The Bidder shall include the completed Technical Proposal Cross- Reference Table from Annex C of Book I. The Bidder shall complete the Column marked “BID 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 Bidder to ensure that all the required information has been provided in the Technical Proposal.	<i>Bidder to complete</i>
3.5.3 Executive Summary	-	4.5.2.3 The Bidder shall have provided Executive Summary describing the successful delivery of a similar project and similar environment during the last three (3) years. This summary shall have provided general descriptions of the major points and shall have demonstrated the Bidder’s understanding of the requirement. The Executive Summary may not be more than 10 pages total.	<i>Bidder to complete</i>

3.5.4 Technical Documentation	Book II, Part IV SOW Section 3.8; Annex B	<p>4.5.2.4 Technical Documentation. The Bidder shall provide a draft Quality Assurance (QA) Plan and a Warranty Plan with the following information:</p> <p>4.5.2.4.1 QA Plan in accordance with the requirements of the AQAPs listed in Annex B of Book II Part IV, SOW shall document and explain the QA procedures to include:</p> <ul style="list-style-type: none"> • Contractor’s organizational structure and lines of authority, the names, qualifications, duties, responsibilities, and classification of each member of the team involved in the workflows specifically related to this project; • QA procedures for configuration management, documentation, records, reviews and audits, testing, corrective action and certifications; • QA procedures to ensure Contract performance is in accordance with the Contract’s requirements; <p>4.5.2.4.1.1 QA procedures to identify, prevent, and ensure non-recurrence of deficiencies.</p> <p>4.5.2.4.1.2 The QA Plan shall be compatible and consistent with the Warranty Plan.</p> <p>4.5.2.4.1.3 The Contractor shall provide detailed instructions in the Warranty Plan as foreseen in section 3.12 of the SoW.</p>	<i>Bidder to complete</i>
3.5.5	Book II, Part IV	4.5.2.5 The Bidder shall provide a curriculum vitae for the	

Key Personnel	SoW Section 4.2	personnel proposed according to Section 4.2 of the SoW. The Bidder shall have provided a narrative describing the rationale for the selection of the Project Team for key posts and have provided detailed descriptions of the experience of the individuals in managing similar procurement programmes. This section shall have described the authority and responsibility (and the limits) of the Delivery Manager and Technical Lead within the overall corporate organisation. The narrative must confirm that the Delivery Manager and Technical Lead has access to the corporate resources required to successfully perform the Contract.	<i>Bidder to complete</i>
3.5.6 Product Catalogue	Book II, Part IV SOW Section 4.7	4.5.2.6 The Bidder shall provide a statement that website access for OEM Product Catalogue(s) shall be granted wither through direct OEM website or Bidder's integrated catalogue according to Section 4.7 of the SoW.	<i>Bidder to complete</i>

ANNEX D – CLARIFICATION REQUESTS FORMS

INSERT COMPANY NAME HERE INSERT SUBMISSION DATE HERE

ADMINISTRATIVE/CONTRACTUAL				
Serial Nr	IFB Section Ref.	BIDDERS QUESTION	NCI AGENCY ANSWER	Status*
A.1				
A.2				
A.3				

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

INSERT COMPANY NAME

INSERT SUBMISSION DATE

PRICE				
Serial Nr	IFB Section Ref.	BIDDERS QUESTION	NCI AGENCY ANSWER	Status*
P.1				
P.2				
P.3				

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

INSERT COMPANY NAME

INSERT SUBMISSION DATE

TECHNICAL				
Serial Nr	IFB Section Ref.	BIDDERS QUESTION	NCI AGENCY ANSWER	Status*
T.1				
T.2				
T.3				

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