

NCIA/ACQ/2023/06476  
10 January 2023

To: All Prospective Bidders

Subject: Request for Quotation (RFQ) Amendment 1, for RFQ-CO-115814-NNCCRS

Reference: A: NCIA/ACQ/2022/07309, RFQ-CO-115814-NNCCRS, dated 19 December 2022

Dear Prospective Bidders,

1. The purpose of this Amendment 1 is to:

a) Issue revised RFQ documents (Book I) as follows:

- RFQ-CO-115814-NNCCRS Intro Letter AMD1
- RFQ-CO-115814-NNCCRS – Book I – Bidding Instructions

2. There has been an extension to the quotation closing deadline as a result of this amendment to **Tuesday, 31 January 2023 at 12:00 HOURS (CENTRAL EUROPEAN TIME)**.

3. This Amendment makes the following revisions:

**RFQ-CO-115814-NNCCRS Intro Letter AMD1 – Summary of Changes**

- a. Point 3 revised to include the new quotation closing date.

**RFQ-CO-115814-NNCCRS – Book I – Bidding Instructions AMD 1 – Summary of Changes**

- b. Paragraph 2.3.1 revised to include the new quotation closing date.

4. With the exception of the revisions mentioned above, all other RFQ documents remain unchanged from their original version as issued on 19 December 2022

5. Prospective Bidders are advised that the NCI Agency reserves the right to cancel this RFQ at any time in its entirety and bears no liability for bid preparation costs incurred by firms or any other collateral costs if bid cancellation occurs.

6. The Purchaser point of contact for all information concerning this Request for Quotation is:

NCI AGENCY  
Attn.: Ms. Sumiko Duncan, Senior Contracting Officer (Consultant)  
E-mail : [Sumiko.Duncan@ncia.nato.int](mailto:Sumiko.Duncan@ncia.nato.int)

FOR THE CHIEF OF ACQUISITION

//signed//

Jean-Luc Guellec  
Principal Contracting Officer

**Attachments: RFQ Amendment 1**

- 1) Distribution List for BOA RFQ-CO-115814-NNCCRS
- 2) Amendment 1 Revised RFQ Documents:
  - a. RFQ-CO-115814-NNCCRS Intro Letter AMD1
  - b. RFQ-CO-115814-NNCCRS – Book I – Bidding Instructions

**Distribution List for RFQ-CO-115814-NNCCRS**  
**Amendment 1**

**PROSPECTIVE BIDDERS LIST**

**ALBANIA**

TCN shpk

**BELGIUM**

Akacio - Louis & Associates s.a.r.l  
ATOS  
BLACK BOX NETWORK SERVICES  
Brevco Services  
Computacenter NV  
Computer Sciences Corporation  
ComputerLand S.L.M. S.A.  
Cybertrust Belgium NV  
Cypros C  
Dell NV  
DUSTIN BELGIË (CENTRALPOINT) NV  
Nijkerk Computer Solutions BeNeLux  
Prodata Systems  
Proximus NV  
SAIT  
Thales S.A.  
UNIFY COMMUNICATIONS  
Verizon Terremark NV

**BULGARIA**

Lirex BG Ltd

**CROATIA**

CROZ d.o.o. za informaticku djelatnost  
INsig2 d.o.o.  
KING ICT d.o.o  
Span PLC

**CZECHIA**

Skill s.r.o.

**DENMARK**

Bruhn Newtech A/S  
Danoffice ApS

**FRANCE**

Airbus Defence and Space SAS  
CS Systèmes d'Informations  
Société Réseau Informatique et Gestion

**GERMANY**

Airbus Defence and Space GmbH(ex EADS GmbH)  
ARKTIS IT solutions GmbH  
Bechtle GmbH & Co.KG  
Bechtle GmbH System House Aachen  
CANCOM Public GmbH  
CGI (Germany) GmbH &Co.KG  
CSC Deutschland Solutions GmbH  
FREQUENTIS Deutschland GmbH  
GBS TEMPEST & Service GmbH  
GTSI Corp.  
MagSoft® Computer und Software  
Roda Computer GmbH  
Rohde & Schwarz GmbH & Co. KG  
secunet International GmbH & Co. KG  
Telespazio Germany GmbH  
XORTEC GmbH

**GREECE**

Cosmos Business Systems S.A.  
European Dynamics SA

**HUNGARY**

Honvédelmi Minisztérium  
Elektronikai,Logisztikai és Vagyonkezelő zrt.  
Hubel Hungarian & Belgian Ltd.  
Navigator Zrt.  
S&T Consulting Hungary Ltd.

**ITALY**

3F & EDIN Spa  
DigitalPlatforms S.p.A.  
ELE.SI.A. S.p.A  
ePM-Engineering to Project Management sr  
Italtel  
ITEL SRL  
NA.EL. SRL  
Telecom Italia S.p.A  
TELSY S.p.A.

**LATVIA**

Baltic Information & Security Systems  
Datakom LTD  
DATI Group, LLC  
SIA Fima

**LITHUANIA**

Blue Bridge

Novian Technologies UAB

**LUXEMBOURG**

NTT LUXEMBOURG PSF SA

**NETHERLANDS**

Eurotempest BV

OSPL Nederland BV

ROHDE & SCHWARZ BENELUX BV

Solitee B.V.

Truedata B.V.

**NORWAY**

3D perception AS

Atea Norge AS

**POLAND**

Atende S.A.(prior ATM S.A.)

EXENCE S.A.

Military Communication Institute

Newind sp. z o.o.

PROKOM Software S.A.

S&T Services Polska Sp. z o.o.

Siltec Sp. z.o.o.

Unizeto Technologies SA

WASKO S.A.

XCOMP

**PORTUGAL**

EID S.A.

**ROMANIA**

AGRO-IND MANAGEMENT SRL

ATOS Convergence Creators SRL

BITLOSOPHY S.R.L.

certSIGN S.A.

UTI Grup S.A.

**SLOVAKIA**

Aliter Technologies a.s

**SLOVENIA**

Unistar LC d.o.o.

**SPAIN**

Indra Sistemas S.A.  
INETUM  
KRC ESPAÑOLA, S.A.

**TURKIYE**

HAVELSAN Hava Elektronik San. Ve Tic A.S.

**UNITED KINGDOM**

Amulet Hotkey Ltd  
Audax  
C4i Systems Ltd  
CDW Limited  
Fujitsu  
General Datatech  
Info-Assure LTD.  
Leonardo UK Ltd  
Northrop Grumman Mission Systems  
EuropeLtd.  
Secure Systems & Technologies Ltd. (SST)  
Softcat plc  
Spektrum Management Group Ltd  
Steatite Limited  
Storm Technologies Ltd  
Total IA Ltd  
TRICIS LIMITED  
Centerprise International Ltd

**UNITED STATES**

Advanced Computer Concepts  
Advanced Programs Inc. (API)  
Affigent, LLC  
ALTIMA GROUP INTERNATIONAL, INC.  
(AGI)  
AS GLOBAL  
Ayon Cyber Security  
BAE Systems Information Solutions Inc.  
CTG Federal  
DRS Technical Services, Inc.  
EMW, Inc.  
Honeywell Technology Solutions Inc.  
Intelligent Waves LLC  
K3 Enterprises, Inc.  
L-3 National Security Solutions, Inc.  
Mutual Telecom Services Inc.  
Onshore Technology Consultants  
Parsons Government Services Inc.  
Raytheon CompanyNetwork Centric Systems

Spacenet Integrated Government Solutions  
Strategic Operational Solutions, Inc  
Ultisat dba Speedcast Government  
UXB Defense, Inc  
Vykin Corporation  
World Wide Technology Inc.

Total: 139

### **NATO Delegation**

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

### **All NATEXs**



NATO UNCLASSIFIED

**Acquisition**

Boulevard Léopold III  
B-1110 Brussels, Belgium

NCIA/ACQ/2022/07309  
19 December 2022

To: Prospective Bidder  
From: The Chief of Acquisition, NCI Agency  
Subject: **REQUEST FOR QUOTATION RFQ-CO-115814-NNCCRS**

Reference(s) : A. AC/4-DS(2022)0009  
B. BOA Procedures: AC/4-D(2019)0004 (INV)

Dear Sir/Madam,

1. Your firm is hereby invited to participate in a Request for Quotation under BOA procedure for the provision of equipment for NATO Nuclear Command and Control Reporting System (NNCCRS).
2. The award will be based on the proposal evaluated as the lowest price, technically compliant in accordance with the selection criteria set forth in the Bidding Instructions.
3. **THE CLOSING TIME FOR SUBMISSION OF BIDS IN RESPONSE TO THIS REQUEST FOR QUOTATION IS 12:00 HOURS (CENTRAL EUROPEAN TIME) ON 31 JANUARY 2023.**
4. This Request for Quotation consists of the Bidding Instructions (Book I) and the Prospective Contract (Book II). The Prospective Contract contains the Schedule of Supplies and Services (Part I), Contract Special Provisions (Part II), the Terms and Conditions in the NCI Agency's Basic Ordering Agreement (Part III), and the Statement of Work (Part IV). The Statement of Work and the Annexes thereto set forth detailed specifications governing the requirements of the contract.
5. The overall security classification of this Request for Quotation is "NATO UNCLASSIFIED". This Request for Quotation remains the property of the NCI Agency and shall be protected in accordance with the applicable national security regulations.
6. The Bidders have the right to request RFQ clarifications as outlined in section 2.7 of the Bidding Instructions (Book I).



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

Boulevard Leopold III  
1110 Brussels, Belgium

[www.ncia.nato.int](http://www.ncia.nato.int)

NATO UNCLASSIFIED





7. You are requested to complete and return the enclosed acknowledgement of receipt within 5 days of receipt of this RFQ, informing NCI Agency of your intention to bid/not to bid. Your firm is not bound by its initial decision, and if you decide to reverse your stated intention at a later date, you are requested to advise us by a separate letter.
8. Prospective Bidders are advised that the NCI Agency reserves the right to cancel this RFQ at any time in its entirety and bears no liability for bid preparation costs incurred by firms or any other collateral costs if bid cancellation occurs.
9. The Purchaser point of contact for all information concerning this Request for Quotation is:

NCI AGENCY

Attn.: Ms. Sumiko Duncan, Senior Contracting Officer (Consultant)  
E-mail : [Sumiko.Duncan@ncia.nato.int](mailto:Sumiko.Duncan@ncia.nato.int)

FOR THE CHIEF OF ACQUISITION:

//signed//  
smc

Jean-Luc Guellec  
Principal Contracting Officer

**Enclosures:**

- Attachment A: Acknowledgement of Receipt of Request for Quotation
- Attachment B: BOA Prospective Bidder's List

**Attachment A**

**Acknowledgement of Receipt of Request for Quotation**

**RFQ-CO-115814-NNCCRS**

Please complete and return within 5 days by e-mail to: [Sumiko.Duncan@ncia.nato.int](mailto:Sumiko.Duncan@ncia.nato.int).

We hereby advise that we have received Request for Quotation RFQ-CO-115814-NNCCRS on ....., together with all enclosures listed in the Table of Contents.

**CHECK ONE**

- { } As of this date and without commitment on our part, we do intend to submit a bid.
- { } We do not intend to submit a bid.
- { } We are reviewing the requirements of the RFQ and will notify you of our decision as soon as possible.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

**ATTACHMENT B  
PROSPECTIVE BIDDERS LIST**

**ALBANIA**

TCN shpk

**BELGIUM**

Akacio - Louis & Associates s.a.r.l  
ATOS  
BLACK BOX NETWORK SERVICES  
Brevco Services  
Computacenter NV  
Computer Sciences Corporation  
ComputerLand S.L.M. S.A.  
Cybertrust Belgium NV  
Cypros C  
Dell NV  
DUSTIN BELGIË (CENTRALPOINT) NV  
Nijkerk Computer Solutions BeNeLux  
Prodata Systems  
Proximus NV  
SAIT  
Thales S.A.  
UNIFY COMMUNICATIONS  
Verizon Terremark NV

**BULGARIA**

Lirex BG Ltd

**CROATIA**

CROZ d.o.o. za informaticku djelatnost  
INsig2 d.o.o.  
KING ICT d.o.o  
Span PLC

**CZECHIA**

Skill s.r.o.

**DENMARK**

Bruhn Newtech A/S  
Danoffice ApS

**FRANCE**

Airbus Defence and Space SAS  
CS Systèmes d'Informations  
Société Réseau Informatique et Gestion

**GERMANY**

Airbus Defence and Space GmbH(ex EADS GmbH)  
ARKTIS IT solutions GmbH  
Bechtle GmbH & Co.KG  
Bechtle GmbH System House Aachen  
CANCOM Public GmbH  
CGI (Germany) GmbH &Co.KG  
CSC Deutschland Solutions GmbH  
FREQUENTIS Deutschland GmbH  
GBS TEMPEST & Service GmbH  
GTSI Corp.  
MagSoft® Computer und Software  
Roda Computer GmbH  
Rohde & Schwarz GmbH & Co. KG  
secunet International GmbH & Co. KG  
Telespazio Germany GmbH  
XORTEC GmbH

**GREECE**

Cosmos Business Systems S.A.  
European Dynamics SA

**HUNGARY**

Honvédelmi Minisztérium  
Elektronikai,Logisztikai és Vagyonkezelő zrt.  
Hubel Hungarian & Belgian Ltd.  
Navigator Zrt.  
S&T Consulting Hungary Ltd.

**ITALY**

3F & EDIN Spa  
DigitalPlatforms S.p.A.  
ELE.SI.A. S.p.A  
ePM-Engineering to Project Management sr  
Italtel  
ITEL SRL  
NA.EL. SRL  
Telecom Italia S.p.A  
TELSY S.p.A.

**LATVIA**

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Datakom LTD  
DATI Group, LLC  
SIA Fima

**LITHUANIA**

Blue Bridge  
Novian Technologies UAB

**LUXEMBOURG**

NTT LUXEMBOURG PSF SA

**NETHERLANDS**

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OSPL Nederland BV  
ROHDE & SCHWARZ BENELUX BV  
Solitee B.V.  
Truedata B.V.

**NORWAY**

3D perception AS  
Atea Norge AS

**POLAND**

Atende S.A.(prior ATM S.A.)  
EXENCE S.A.  
Military Communication Institute  
Newind sp. z o.o.  
PROKOM Software S.A.  
S&T Services Polska Sp. z o.o.  
Siltec Sp. z.o.o.  
Unizeto Technologies SA  
WASKO S.A.  
XCOMP

**PORTUGAL**

EID S.A.

**ROMANIA**

AGRO-IND MANAGEMENT SRL  
ATOS Convergence Creators SRL  
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Indra Sistemas S.A.  
INETUM  
KRC ESPAÑOLA, S.A.

**TURKIYE**

HAVELSAN Hava Elektronik San. Ve Tic A.S.

**UNITED KINGDOM**

Amulet Hotkey Ltd  
Audax  
C4i Systems Ltd  
CDW Limited  
Fujitsu  
General Datatech  
Info-Assure LTD.  
Leonardo UK Ltd  
Northrop Grumman Mission Systems Europe Ltd.  
Secure Systems & Technologies Ltd. (SST)  
Softcat plc  
Spektrum Management Group Ltd  
Steatite Limited  
Storm Technologies Ltd  
Total IA Ltd  
TRICIS LIMITED  
Centerprise International Ltd

**UNITED STATES**

Advanced Computer Concepts  
Advanced Programs Inc. (API)  
Affigent, LLC  
ALTIMA GROUP INTERNATIONAL, INC.  
(AGI)  
AS GLOBAL  
Ayon Cyber Security  
BAE Systems Information Solutions Inc.  
CTG Federal  
DRS Technical Services, Inc.  
EMW, Inc.  
Honeywell Technology Solutions Inc.  
Intelligent Waves LLC  
K3 Enterprises, Inc.  
L-3 National Security Solutions, Inc.  
Mutual Telecom Services Inc.  
Onshore Technology Consultants



Parsons Government Services Inc.  
Raytheon CompanyNetwork Centric Systems  
Spacenet Integrated Government Solutions  
Strategic Operational Solutions, Inc  
Ultisat dba Speedcast Government  
UXB Defense, Inc  
Vykin Corporation  
World Wide Technology Inc.

Total: 139

**Distribution List for RFQ-CO-115814-NNCCRS  
(in addition to Attachment B)**

**NATO Delegation**

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

**All NATEXs**





**RFQ-CO-115814-NNCCRS**

**COTS IT HARDWARE  
TO SUSTAIN, IMPROVE AND EXTEND THE NATO  
NUCLEAR, COMMAND, CONTROL AND REPORTING  
SYSTEM (NNCCRS).**

**BOOK I**

**RFQ INSTRUCTIONS**

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RFQ-CO-115814-NNCCRS  
Book I – RFQ Instructions

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## SECTION I - INTRODUCTION

### **1.1 SCOPE OF WORK**

- 1.1.2.** The purpose of this contract to supply new COTS IT hardware to sustain, improve and extend the NATO Nuclear, Command, Control and Reporting System (NNCCRS).
- 1.1.3.** In order to fulfil that purpose the Contractor shall deliver in accordance with the contract requirements and against the prices specified in the Contract Schedule of Supplies and Services (SSS), in the manner and at the time and location specified under the Statement of Work (SOW) and SSS.
- 1.1.4.** The specifications of the hardware equipment to be delivered under this contract are laid out under the SSS. The detailed requirements of associated warranty and support are provided under the SOW.
- 1.1.5.** The Contractor shall supply equipment to NATO location at The Communication and Information Systems Sustainment Support Centre (CSSC), Brunssum, the Netherlands, upon issuance of Contract in accordance with the terms and conditions described.

### **1.2 GOVERNING RULES, ELIGIBILITY, AND EXCLUSION PROVISIONS**

- 1.2.1** This solicitation is issued in accordance with the Procedure Governing the Use of Basic Ordering Agreements set forth in the NATO document AC/4-D(2019)0004 (INV).
- 1.2.2** Pursuant to these procedures, the RFQ is restricted to companies from participating NATO member nations for which either a Declaration of Eligibility (DOE) has been issued by their respective government authorities or is an active holder of an active NCI Agency Basic Ordering Agreement (BOA).

### **1.3 LOWEST PRICE TECHNICALLY COMPLIANT (LPTC) EVALUATION METHOD**

- 1.3.1** The evaluation method to be used in the selection of the successful Bidder under this solicitation is the Lowest Price Technical Compliant procedures set forth in AC/4-D(2019)0004 (INV).
- 1.3.2** The quotation evaluation criteria and the detailed evaluation procedures are described in Section 4.
- 1.3.3** This RFQ will not be subject to a public RFQ opening.

### **1.4 SECURITY**

- 1.4.1** The selected Contractor will be required to handle and store classified material to the level of "NATO SECRET".



- 1.4.2** Should the Contractor be unable to perform the Contract due to a lack of the proper facility/security clearances, this shall neither form the basis for a claim of adjustment or an extension of schedule nor can it be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination For Default by the Purchaser.
- 1.4.3** The selected Contractor’s personnel working at NATO sites as well as the Contractor’s personnel at the Contractor’s facility directly working on this project, shall possess a security clearance of “NATO SECRET”.
- 1.4.4** The Contractor personnel without such a clearance, confirmed by the appropriate national security authority and transmitted to the cognisant NATO security officer at least fourteen (14) days prior to the site visit, will be denied access to NATO site(s). Denial of such access by the Purchaser may not be used by the Contractor as the basis for a claim of adjustment or an extension of schedule nor can the denial of access be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination for Default by the Purchaser.
- 1.4.5** Bidders 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 Bidder not be in a position to accept the offered Contract within a reasonable period of time, due to the fact that its personnel or facilities do not possess the appropriate security clearance(s), the Purchaser may determine the Bidder’s quotation to be non-compliant and offer the Contract to the next ranking Bidder.
- 1.4.6** 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. Any Reference Documents are provided “as is, without any warranty” as to quality or accuracy.



## SECTION II – GENERAL RFQ INSTRUCTIONS

### **2.1 DEFINITIONS**

- 2.1.1** In accordance with MIL-HDBK-505, the term “Assembly” as used herein means an item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.
- 2.1.2** The term “Basic Ordering Agreement” (BOA) refers to the acquisition instruments negotiated between suppliers of products / services and the NCI Agency, on behalf of NATO.
- 2.1.3** The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this Request for Quotation.
- 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 "Bidder" as used herein refers to a firm, consortium, or joint venture which submits an offer in response to this solicitation.
- 2.1.6** The term “Participating Country” as used herein means one of the contributory NATO nations in the project, namely, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, NETHERLANDS, NORTH MACEDONIA, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM, UNITED STATES OF AMERICA.
- 2.1.7** The term "Purchaser" refers to the authority issuing the RFQ and/or awarding the Contract (the NCI Agency).
- 2.1.8** In accordance with MIL-HDBK-505, 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** This RFQ is being conducted under Basic Ordering Agreement (BOA) procedures, therefore, a solicitation will be issued to firms listed on the Bidder/Bidder List.
- 2.2.2** All Contractors, sub-Contractors and manufacturers, at any tier, must be from Participating Countries.
- 2.2.3** None of the work shall be performed other than by firms from and within Participating Countries.
- 2.2.4** No materials or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a Participating Country.
- 2.2.5** The intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fee, or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member countries.



## 2.3 QUOTATION SUBMITTAL AND RFQ CLOSING DATE

- 2.3.1** All Quotations shall be in the possession of the Purchaser at the address given below in Section 2.3.2 before **12:00 hours (CENTRAL EUROPEAN TIME) on 13 31 January 2023** at which time and date Quotations shall be closed.
- 2.3.2** Quotations shall be delivered in electronic format only to the following email address:

[RFQ-CO-115814-NNCCRS@ncia.nato.int](mailto:RFQ-CO-115814-NNCCRS@ncia.nato.int)

## 2.4 RECEIPT OF AN UNREADABLE ELECTRONIC QUOTATION

2.4.1.1 If a Quotation received at the NCIA's facility by e-mail 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 Quotation will be rejected unless the Bidder provides clear and convincing evidence:

- i. of the content of the Quotation as originally submitted, and;
- ii. that the unreadable condition of the Quotation was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.

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

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

## 2.5 REQUESTS FOR EXTENSION OF RFQ CLOSING DATE

- 2.5.1** All questions and requests for extension of the RFQ Closing Date must be submitted by e-mail. Such questions shall be forwarded to the point of contact specified in paragraph 2.5 below and shall arrive not later than seven (7) calendar days prior to the stated "RFQ Closing Date". The Purchaser is under no obligation to answer requests submitted after this time. Extensions to the RFQ Closing date are at the discretion of the Purchaser.

## 2.6 PURCHASER POINT OF CONTACT

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

Attention: Ms. Sumiko Duncan, Senior Contracting Officer (consultant)

- 2.6.2** Emails:

- 2.6.2.1 Questions/Clarifications/Quotation:

[RFQ-CO-115814-NNCCRS@ncia.nato.int](mailto:RFQ-CO-115814-NNCCRS@ncia.nato.int)

## **2.7 REQUESTS FOR RFQ 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 RFQ.
- 2.7.2** All questions and requests for clarification must be submitted by e-mail and using the form in Annex A of Book I – RFQ Instructions. All questions and requests must reference the section(s) in the RFQ subject for clarifications. The questions and/or requests shall be forwarded to the email address specified in paragraph 2.6.2.1 above and shall arrive not later than seven (7) calendar days prior to the stated “RFQ Closing Date”. The Purchaser is under no obligation to answer questions submitted after this time. Requests for clarification must address the totality of the concerns of the Bidder for any given area, as the Bidder will generally not be permitted to revisit areas of the RFQ for additional clarification as noted in 2.6.3 below.
- 2.7.3** Bidders are advised that subsequent questions and/or requests for clarification included in a quotation shall neither be answered nor considered for evaluation and may be grounds for a determination of non-compliance.
- 2.7.4** Except as provided above, all questions will be answered by the Purchaser and the questions and answers (deprived of any means of identification of the questioner) will be issued in writing to all prospective Bidders. Answers will be provided on a weekly basis.
- 2.7.5** The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the RFQ, and may lead to a formal amendment to the RFQ. Such amendment may also contain changes to the language, terms, conditions and/or specifications of the RFQ. Amendments to the language of the RFQ included in the answers, and/or the formal RFQ amendment, shall be incorporated by the Bidder in its offer.

## **2.8 REQUESTS FOR WAIVERS AND DEVIATIONS**

- 2.8.1** Bidders 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 2.6 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 RFQ Closing Date. 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 which the Bidder shall complete and enclose as part of his quotation. This



process may be part of the clarification procedures set forth in Section 2.6 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 quotation within the allotted time. The Purchaser may extend the "RFQ Closing Date" at his discretion and such extension will be set forth in the amendment document.
- 2.9.3** In no case, however, will the closing date for receipt of quotation be less than seven (7) days from the date of issuance of any amendment to the RFQ.

## **2.10 MODIFICATION AND WITHDRAWAL OF QUOTATION**

- 2.10.1** Quotations, once submitted, may be modified by Bidders, but only to the extent that the modifications are in writing, conform to the requirements of the RFQ, and are received by the Purchaser prior to the exact time and date established for RFQ Closing. Such modifications shall be considered as an integral part of the submitted quotation.
- 2.10.2** Modifications to quotations which arrive after the RFQ 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 Bidder submitting the modification is determined to be the successful Bidder 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 Bidder on the basis of the quotation submitted and disregard the late modification.
- 2.10.3** An Bidder 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 Bidder 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** Bidders shall be bound by the term of their quotation in which the Bidder has provided a quotation for a period of 6 months starting from the RFQ Closing Date specified in Section 2.3.1.
- 2.11.2** In order to comply with this requirement, the Bidder shall complete the Certificate of Quotation Validity set forth in Annex B-3. Quotations offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.
- 2.11.3** The Purchaser will endeavour to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all quotations which remain under consideration for award.
- 2.11.4** Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:

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

(b) refuse this extension of time and withdraw the quotation without penalty.

**2.11.5** Bidders 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 CANCELLATION OF REQUEST FOR QUOTATIONS**

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

## **2.13 ELECTRONIC TRANSMISSION OF INFORMATION AND DATA**

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

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

## **2.14 NOTICE TO BIDDERS OF CONTRACT DISTRIBUTION AND DISCLOSURE OF INFORMATION**

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

**2.14.2** 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.

**SECTION III - QUOTATION 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 Basic Requirements and two options. The options will become exercisable upon fund availability. Award of the requirements will be based on the total requirements and they may 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** Bidders shall prepare a complete quotation which comprehensively addresses all requirements stated in the contract. The quotation shall demonstrate the Bidder's understanding of the RFQ and his ability to provide all the deliverables and services listed in the Schedule of Supplies and Services (SSS). Quotations which are not complete will be declared non-compliant.
- 3.1.5** The Bidder shall not restate the RFQ requirements in confirmatory terms only. The Bidder must clearly describe what is being offered and how the Bidder will meet all RFQ requirements. Statements in confirmatory terms will only be sufficient for determining the quotation to be non-compliant.
- 3.1.6** Bidders shall classify their response in accordance with the classification of the RFQ.
- 3.1.7** Bidders are advised that the Purchaser reserves the right to incorporate the Bidder's Technical Package (installation) in whole or in part in the resulting Contract.

**3.2 QUOTATION CONTENT**

- 3.2.1** The complete electronic quotation shall consist of three distinct and separated volumes described in the following paragraphs. Detailed requirements for the structure and content of each of these packages are contained in these RFQ Instructions.
- 3.2.2** All e-mails submitted shall not be password-protected.

| Part                                | Format and Quantity Details  |
|-------------------------------------|--|
| I: Quotation Administration Package | <u>1 .zip File Submitted by Email not larger than 20MB total per e-mail, which includes:</u><br>1 Scanned PDF copies of the certificates with physical (non-digital) signatures of the prescribed certifications<br>RFQ-CO-115814-NNCCRS-Company Name-Part I-Admin<br>✓ All of the required contents are outlined in Section 3.3   |
| II: Price Proposal                  | <u>1 .zip File Submitted by Email, not larger than 20MB total per e-mail which includes:</u> <ul style="list-style-type: none"> <li>• 1 Excel file, using the Bidding Sheets template provided with the RFQ</li> <li>• 1 PDF file of the Bidding Sheets "Offer Summary" tab               <ul style="list-style-type: none"> <li>• RFQ-CO-115814-NNCCRS-Company Name-Part I-Admin</li> </ul> </li> <li>✓ All of the required contents are outlined in Section 3.4</li> </ul> |

|                        |  |
|------------------------|--|
| III: Technical Package | <p><u>1.zip file submitted by e-mail, not larger than 20MB total per e-mail</u></p> <ul style="list-style-type: none"> <li>• RFQ-CO-115814-NNCCRS-Company Name-Part I-Admin</li> </ul> <p>✓ All of the required contents are outlined in Section 3.4</p> |
|------------------------|--|

**3.2.3** Multiple emails may be submitted for each part if the content of the file(s) is larger than 20MB per e-mail submission; however, each file must clearly identify the part number and the sequence to which it relates. For example: RFQ-CO-115814-NNCCRS-Company name-Part III-Technical Part 1 of 4; RFQ-CO-115814-NNCCRS-Company Name-Part III-Technical Part 2 of 4 and so forth.

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

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

**3.2.5** 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.

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

**3.2.7** As part of the Technical Package the Bidder shall provide One (1) unpriced copy of the Bidding Sheets detailing the breakdown of labour, hours and equipment.

**3.2.8** Documents submitted in accordance with paragraph 3.2.1 above shall be classified no higher than “NATO UNCLASSIFIED”.

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

**3.3 PREPARATION OF THE ADMINISTRATIVE PACKAGE (VOLUME I)**

**3.3.1** Contents: Required documents submitted by email, containing one PDF file comprised of all of the required documents.

**3.3.2** 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.

**3.3.3** Volume I shall include the certificates set forth in the Annex to these RFQ Instructions, signed in the original by an authorised representative of the Bidder. The text of the certificates must not be altered in any way. The certificates are as follows:

B-1: Certificate of Legal Name of Bidder

B-2: Certificate of Independent Determination

B-3: Certificate of Quotation Validity

- B-4: Certificate of Understanding
- B-5: Certificate of Exclusion of Taxes, Duties and Charges
- B-6: Acknowledgement of Receipt of RFQ Amendments (if applicable)
- B-7: Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements
- B-8: Certification of NATO Member Country of Origin of Delivered Equipment, Services, Materials and Intellectual Property Rights
- B-9: Comprehension and Acceptance of Contract General and Special Provisions
- B-10: List of Prospective Sub-Contractors / Consortium members
- B-11: AQAP 2110 Compliance or ISO-9001:2015 Certification. The Bidder shall attach a copy of the company's AQAP 2110 compliance or ISO 9001:2015 certification.
- B-12: Disclosure of Involvement of Former NCI Agency Employment
- B-13: Vendor Supply Chain Security Self-Attestation Statement

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

- i. If supplemental agreements, such as End-User Certificates or Technical Assistance Agreements, are required by national regulations, a draft version of these must be submitted with the Bidder's quote. Supplemental agreements submitted after the RFQ Closing Date shall not be considered.
- ii. The terms of supplemental agreements, if necessary, are the Bidders / Contractors responsibility and shall be totally consistent with the terms of the (Prospective) Contract, and shall not duplicate, negate, or further interpret any provisions of this Contract. The terms of the (Prospective) Contract shall take precedence over the Supplemental Agreement.
- iii. A problem with the supplemental agreement in any of the areas mentioned previously in this provision may result in a determination that the Quotation is not compliant with the terms of the RFQ, and in rejection of the Quotation, or termination for default of the Contract if the supplemental agreement is submitted after Contract award.

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

**3.3.3.3 Certificate B-11** Bidders shall provide documentary evidence that the Bidder possesses a current certification that is compliant with the requirements of Allied Quality Assurance Publication (AQAP) 2110, ISO 9001:2015, or an equivalent QA/QC regime.

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

3.3.3.3.2. Failure to execute this Certificate, or failure to provide documentary evidence of compliance with this requirement may result in a determination of a non-compliant quotation.

3.3.3.4. **Certificate B-13** Bidders are required to read the CONSULTATION, COMMAND AND CONTROL BOARD (C3B) Technical and Implementation Directive on Supply Chain Security for COTS CIS Security Enforcing Products. This Directive may be provided to Bidders requesting the Restricted Documents Pack. Bidders can request a copy of mentioned Directive through the e-mail listed in 2.6.3.1.

**3.3.4** The Bidder shall send Volume I - Administrative Package via email to the Purchaser's email address specified in Section 2.3.2 above. This shall consist of One (1) .zip file containing the Administrative Package.

3.3.4.1 The email shall be entitled: "RFQ-CO-115814-NNCCRS- Official Quote for [company name] – Volume I - Administrative Package" where the Administration Package .zip file shall be contained.

#### **3.4 PREPARATION OF THE PRICE QUOTATION (VOLUME II)**

**3.4.1** The Bidder shall prepare their Price Proposal by submitting one (1) email containing the completed Bidding Sheets provided with this RFQ under Book I - RFQ Instructions Annex C in both Excel and PDF formats. The Bidder shall propose an accurate and complete price quotation in completing the Bidding Sheets as defined in these RFQ Instructions in both Excel and PDF formats. No alteration of the form and pre-filled content of the Bidding Sheets is allowed, unless otherwise specified in Statement of Work and Special Conditions.

**3.4.2** The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the RFQ documentation including but not limited to those expressed in the SOW.

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

**3.4.4** 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.

- 3.4.5** Bidder shall quote in their own national currency or in EUR, the host nation currency. Bidder may also submit Quotations in multiple currencies including other NATO member states' currencies under the following conditions:
- (a) The currency is of a "Participating Country" in the project, and
  - (b) The Bidder can demonstrate, either through sub-contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major sub-contracts and their approximate anticipated value should be listed on a separate sheet and included with the Price Quotation.
- 3.4.6** The Purchaser, by virtue of its status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct taxes (incl. VAT) and all customs duties on merchandise imported or exported. The Contractor, therefore, shall certify that the prices stipulated in this Contract do not include amounts to cover such direct taxes or customs duties.
- 3.4.7** The Contractor shall be responsible for ensuring that its respective Sub-contractors are aware that the Purchaser is exempt from taxes and customs duties. The Contractor (and its respective Sub-contractors) shall be responsible for complying with all applicable national and local legal and administrative procedures to ensure that authorities do not attempt to assess taxes and customs duties on goods and property imported or exported through NATO member nation frontiers under this Contract nor assess direct taxation (VAT) on goods sold to the NCI Agency under this Contract. Bidders are reminded of the requirement to complete the certification to this effect in Annex B-5.
- 3.4.8** Unless otherwise specified in the instructions for the preparation of Bidding Sheets, all prices quoted in the proposal shall be DDP (Delivered Duty Paid) to specified destination, in accordance with the International Chamber of Commerce INCOTERMS 2020 and shall also cover all packaging, packing, preservation, insurance and transportation charges. Prices quoted shall include all costs for items supplied and delivered to final destination.
- 3.4.9** The Bidder's attention is directed to the fact that Price Quotation shall contain no document and/or information other than the priced copies of the Bidding Sheets and SSS. 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.
- 3.4.10** 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. Bidders are required to insert price information in all cells marked in yellow in the Bidding Sheets. Prices should not be grouped. The prices and quantities entered on the document shall reflect the 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, Bidder shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. The accuracy of the inputs of the Bidding Sheets is the responsibility of the Bidder. The Purchaser in its favour may resolve ambiguous computation of prices.

- 3.4.11** The Bidder shall furnish Firm Fixed Price quotations, for all proposed items. Partial quotations shall be rejected.
- 3.4.12** The Bidder understands that there is no obligation under this Contract for the Purchaser to exercise an optional increase of the quantities set forth in any line items, and that the Purchaser bears no liability should it decide not to exercise such Option. Furthermore, the Purchaser reserves the right to order another contractor through a new contract with other conditions for the additional quantities of any line item it might need.
- 3.4.13** 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.
- 3.4.14** Price Proposals exceeding the deadlines for delivery and completion of works indicated in the Schedule of Supplies and Services may be declared non-compliant.
- 3.4.15** The Bidder shall identify for each CLIN all significant sub-contractors and provide required information about their prospective sub-contractors whose estimated value of the subcontract is expected to equal or exceed EUR 125,000 using the "List of Prospective Sub-Contractors" form attached to Book I Annex B-9.
- 3.4.16** The Bidder shall separately price the options as provided under the SSS.
- 3.4.17** The Bidder shall send Package II - Pricing Package via email to the Purchaser's email address specified in Section 2.3.2 above. This shall consist of One (1) zip file containing the Pricing Package.
- 3.4.17.1 The email provided shall be entitled: "RFQ-CO-115814-NNCCRS Official Quote for [company name] - Part II - Price Quotation" where the Pricing Package .zip file shall be contained.

### **3.5 PREPARATION OF THE TECHNICAL PACKAGE (VOLUME III)**

- 3.5.1** The Bidder shall submit their Technical Package as one (1) email. This email shall contain one (1) .zip file which addresses each criterion as described in Sections 3.2, and 4.4 and in accordance with the requirements of Section 3.5.2.
- 3.5.2** The Technical Package shall include the following:
- 3.5.2.1 Table of Contents. Bidder shall compile a detailed Table of Contents which lists not only section headings but also major sub-sections, and topic headings required set forth in these Instructions or implicit in the organisation of the Technical Package.
- 3.5.2.2 Equipment Specification. The Bidder shall provide equipment in compliance with the minimum specifications described in the SSS and with SOW section 4 providing details of Purchaser requirements.
- 3.5.3** The Bidder shall send Volume III – Technical Package via email to the Purchaser's email address specified in Section 2.3.2 above. This shall consist of One (1) .zip file containing the Technical Package and One (1) unpriced copy of the Bidding Sheets as per Section 3.2.3 above.



- 3.5.3.1 The email provided shall be entitled: “RFQ-CO-115814-NNCCRS Official Quote for [company name] - Part III - Technical Package” where the Technical Package .zip file shall be contained.

## SECTION IV - QUOTATION EVALUATION

### **4.1 GENERAL**

- 4.1.1** The evaluation of Quotations will be made by the Purchaser solely on the basis of the requirements in this RFQ.
- 4.1.2** The evaluation of Quotations and the determination as to the compliance or technical adequacy of the supplies and services offered will be based only on that information furnished by the Bidder and contained in its Quotation. The Purchaser shall not be responsible for locating or securing any information which is not included in the Quotation.
- 4.1.3** To ensure that sufficient information is available, the Bidder 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 Bidder 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 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 Quotation and to permit the Bidder to state its intentions regarding certain statements contained therein. The Bidder 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 Bidder’s prompt response to the Purchaser’s RFQ clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests may cause the Quotation to be deemed non-compliant.
- 4.1.6** The evaluation will be conducted in accordance with the Use of Basic Ordering Agreements (BOAs) by the NATO Communications and Information Agency (NCI Agency) set forth in the NATO document AC/4-D(2019)0004 (INV).
- 4.1.7** The administrative compliance of the Quotations will be evaluated first. Quotations that are declared administratively non-compliant may be rejected without further evaluation. Following evaluation for administrative compliance, evaluation will be carried out in the following two areas: Volume II - Price, Volume III- Technical. Should areas of Administrative non-compliance be identified in the Pricing or Technical evaluation this shall be treated in accordance with Section 4.2 below.
- 4.1.8** All administrative compliant Quotations will be reviewed for price compliancy and the identified lowest offer will be reviewed for technical compliance. Any Contract

resulting from this RFQ will be awarded to the Bidder whose offer, as evaluated by the Purchaser, is the lowest priced, technically compliant quotation and in compliance with the requirements of this RFQ.

## **4.2 ADMINISTRATIVE CRITERIA**

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

- (a) The Quotation was received by the RFQ Closing Date and Time,
- (b) The Quotation was packaged and marked properly (Paragraphs. 3.2 to 3.3),
- (c) The Quotation is provided in the English language,
- (d) The Administrative Package contains all the requested signed originals of the required Certificates at Annex B hereto (Paragraph 3.3).

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

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

## **4.3 PRICE CRITERIA**

**4.3.1** The Bidder's Price Quotation will be first assessed for compliance against the following standards:

**4.3.1.1** The Price Quotation meets the requirements for preparation and submission of the Price Quotation set forth in the Quotation Preparation Section and the Instructions for preparation of the Bidding Sheets (Annex C) in particular.

**4.3.1.2** Adequacy, accuracy, traceability and completeness of detailed pricing information.

- i. The Bidder has furnished Firm Fixed Prices for all items listed. Not having provided a price for all items as required per the Bidding Sheets, i.e. to fill out **all** yellow fields, may render the Quotation non-compliant. Prices cannot be embedded/included in other prices.
- ii. All pricing data, i.e., quantities, unit prices, has been provided as reflected in the Bidding Sheets.
- iii. Quotation prices include all costs for items supplied, delivered, and supported.
- iv. All prices have been accurately entered into appropriate columns and accurately totalled.
- v. The Bidder has provided accurate unit prices (where required) and a total price for each line item.

- vi. The Bidder has provided accurate unit prices and a total price of each of the sub-items it added (if any).
- vii. The currency of all line items has been clearly indicated. Line items with multiple currencies contain as many totals on that line item as there are identified currencies.
- viii. The Bidder has quoted in its own national currency or in the Host Nation currency, Euros. Where multiple currencies including other NATO member states' currencies are quoted, the conditions of Section III, Paragraph 3.4.5 shall be met.
- ix. The Bidder has indicated that in accordance with the treaties governing the terms of business with NATO, it excluded from its prices all taxes, duties and customs charges from which the Purchaser has been exempted.
- x. 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)).
- xi. The Price Quotation meets requirements for price realism as described below in Paragraph 4.3.5.

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

**4.3.3 Basis of Price Comparison to determine lowest compliant Quotation**

4.3.3.1 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 RFQ Closing Date.

4.3.3.2 The price comparison will be based on the Offered Grand Total Firm Fixed Price which includes all **CLINs** in the Bidding Sheets.

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

4.3.4.1 PDF copy of the completed Bidding Sheets

- i. Schedule of Supplies and Services Total to be Evaluated Quotation Price as indicated by the Bidder
- ii. Total of the Quotation calculated from the indicated Total Prices(s) indicated per CLIN(s)

4.3.4.2 Microsoft Excel copy of the completed Bidding Sheets

- i. Schedule of Supplies and Services Total to be Evaluated Quotation Price as indicated by the Bidder
- ii. Total of the Quotation calculated from the indicated Total Prices(s) indicated per CLIN(s)

**4.3.5 Price Realism analysis confirming the offered prices are a realistic reflection of the objective cost of performance**

4.3.5.1 The Purchaser will perform an analysis to determine whether the offered pricing is a realistic reflection of the objective cost of performance, and/or reflects the necessary level of technical understanding, and/or poses a risk of poor performance resulting in a disqualification of the proposal.

4.3.5.2 Indicators of an unrealistically low Quotation may include, but are not limited to, the following:

- i. Labour Costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the Bidder locality for the types of labour proposed.
- ii. Direct Material costs that are considered to be too low for the amounts and types of material proposed, based on prevailing market prices for such material.
- iii. Numerous Line Item prices for supplies and services that are provided at no cost or at nominal prices.
- iv. Undocumented, unsubstantiated, or un-priced claims by bidder that bidder can meet quantitative technical requirements.

4.3.5.3 In the event the Purchaser has reason to believe that a Bidder has artificially debased its prices in order to secure Contract Award, the Purchaser will request the Bidder to provide explanation. If a Bidder fails to submit a compelling response, the Purchaser will determine the proposal submitted as non-compliant. If the Bidder presents a convincing rationale pursuant to paragraphs 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

#### 4.4 TECHNICAL CRITERIA

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

##### 4.4.2 Equipment Specification

4.4.2.1 **Aim** – The purpose of this criterion is to ensure the Bidder will provide equipment addressing the minimum equipment specifications described in the Bidding Sheets and in accordance with the SoW Annex A

4.4.2.2 **Criterion** – The Bidder shall ensure that the hardware specifications within its proposal meet or exceed the minimum equipment specifications described in the Bidding Sheets and comply with the requirements of the SoW Annex A

##### 4.4.2.3 Document References

- i. RFQ Instructions, Section 3.5.2.3
- ii. Statement of Work Section 4
- iii. Bidding Sheets Equipment specifications CLINs 1 to 5

##### 4.4.2.4 Pass/Fail Criteria

- i. Pass – The Bidder has included equipment that meets or exceeds the specifications identified in the Bidding Sheets for the CLIN-1 to CLIN-5 components in their Technical Package.
- ii. Fail – The Bidder has included 1 or more equipment items that fail to meet the specifications identified in the Bidding Sheets for the CLIN-1 to CLIN-5 components in their Technical Package.

#### 4.5 BASIS FOR AWARD

4.5.1 The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer does not meet the requirements shall be rejected.

ANNEX A – Clarification Request Forms

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

| <b>ADMINISTRATIVE/CONTRACTUAL</b> |                         |                          |                          |                |
|-----------------------------------|-------------------------|--------------------------|--------------------------|----------------|
| <b>Serial Nr</b>                  | <b>RFQ Section Ref.</b> | <b>BIDDER'S QUESTION</b> | <b>NCI AGENCY ANSWER</b> | <b>Status*</b> |
| <b>A.1</b>                        |                         |                          |                          |                |
| <b>A.2</b>                        |                         |                          |                          |                |
| <b>A.3</b>                        |                         |                          |                          |                |

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

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

| <b>PRICE</b>     |                         |                          |                          |                |
|------------------|-------------------------|--------------------------|--------------------------|----------------|
| <b>Serial Nr</b> | <b>RFQ Section Ref.</b> | <b>BIDDER'S QUESTION</b> | <b>NCI AGENCY ANSWER</b> | <b>Status*</b> |
| <b>P.1</b>       |                         |                          |                          |                |
| <b>P.2</b>       |                         |                          |                          |                |

| <b>PRICE</b>     |                         |                          |                          |                |
|------------------|-------------------------|--------------------------|--------------------------|----------------|
| <b>Serial Nr</b> | <b>RFQ Section Ref.</b> | <b>BIDDER'S QUESTION</b> | <b>NCI AGENCY ANSWER</b> | <b>Status*</b> |
| <b>P.3</b>       |                         |                          |                          |                |

\* Status: Is Amendment to RFQ required as a direct result of the Clarification Request?  
INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

| <b>TECHNICAL</b> |                         |                          |                          |                |
|------------------|-------------------------|--------------------------|--------------------------|----------------|
| <b>Serial Nr</b> | <b>RFQ Section Ref.</b> | <b>BIDDER'S QUESTION</b> | <b>NCI AGENCY ANSWER</b> | <b>Status*</b> |
| <b>T.1</b>       |                         |                          |                          |                |
| <b>T.2</b>       |                         |                          |                          |                |
| <b>T.3</b>       |                         |                          |                          |                |

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



ANNEX B-1 - CERTIFICATE OF LEGAL NAME OF BIDDER

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

FULL NAME OF CORPORATION: \_\_\_\_\_

DIVISION (IF APPLICABLE): \_\_\_\_\_

SUB DIVISION (IF APPLICABLE): \_\_\_\_\_

OFFICIAL MAILING ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

BOA NO.: \_\_\_\_\_

POINT OF CONTACT (POC) REGARDING THIS QUOTATION:

NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

ALTERNATIVE POC:

NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF AUTHORISED REPRESENTATIVE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE





ANNEX B-2 - CERTIFICATE OF INDEPENDENT DETERMINATION

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

Each Bidder shall certify that in connection with this procurement:

- a. This quotation has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;
- b. The contents of this Quotation 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 Quotation for the purpose of restricting competition.

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

- a. They are the person in the Bidder's organisation responsible within that organisation for the decision as to the quotation and that they have not participated and will not participate in any action contrary to 1(a) through 1(c) above, or;
- b. (i) They are not the person in the Bidder's organisation responsible within that organisation for the quotation but that they have been authorised in writing to act as agent for the persons responsible for such a decision in certifying that such persons have not participated, and will not participate in any action contrary to 1(a) through 1(c) above, and as their agent does hereby so certify, and;
- (ii) They have not participated and will not participate in any action contrary to 1(a) through 1(c) above.

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

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



ANNEX B-3 - CERTIFICATE OF QUOTATION VALIDITY

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company



ANNEX B-4 - CERTIFICATE OF UNDERSTANDING

I certify that

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

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company



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

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company



**ANNEX B-6 - ACKNOWLEDGEMENT OF RECEIPT OF RFQ AMENDMENTS**

I confirm that the following Amendments to Request for Quotation No RFQ-CO-115814-NNCCRS have been received and the Quotation as submitted reflects the content of such Amendments:

| <b>Amendment Number</b> | <b>Date of Issue by the Purchaser</b> | <b>Date of Receipt by the Bidder</b> |
|-------------------------|---------------------------------------|--------------------------------------|
|                         |                                       |                                      |
|                         |                                       |                                      |
|                         |                                       |                                      |
|                         |                                       |                                      |
|                         |                                       |                                      |
|                         |                                       |                                      |
|                         |                                       |                                      |
|                         |                                       |                                      |
|                         |                                       |                                      |

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company



**ANNEX B-7 DISCLOSURE OF REQUIREMENTS FOR NCI AGENCY EXECUTION OF SUPPLEMENTAL AGREEMENTS**

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

- I do not have any supplemental agreements to disclose for the performance of this contract [*cross out points 1 to 6 of this certificate*].
  - I do have supplemental agreements to disclose for the performance of this contract (*complete points 2 and 3 below in a separate attachment to this certificate*).
1. All supplemental agreements, defined as agreements, documents and/or permissions outside the body of the Contract but required by my Government, and the governments of my sub-Contractors, to be executed by the NCIA as a condition of my firm’s performance of the Contract, have been identified, as part of the Quotation.
  2. Examples of the terms and conditions of these agreements are attached hereto. The anticipated restrictions to be imposed on NATO, if any, have been identified in our offer along with any potential conflicts with the terms, conditions and specifications of the Prospective Contract, see ..... (*complete, if any*). These anticipated restrictions and potential conflicts are based on our knowledge of and prior experience with such agreements and their implementing regulations. We do not certify that the language or the terms of these agreements will be exactly as we have anticipated.
  3. The processing time for these agreements has been calculated into our delivery and performance plans and contingency plans made in the case that there is delay in processing on the part of the issuing government(s), see ..... (*complete, if any*).
  4. We recognise that additional supplemental agreements, documents and permissions presented as a condition of Contract performance or MOU signature after our firm would be selected as the successful Offeror may be cause for the NCIA to determine the submitted quotation to be non-compliant with the requirements of the RFQ.
  5. We accept that should the resultant supplemental agreements issued in final form by the government(s) result in an impossibility to perform the Contract in accordance with its schedule, terms or specifications, the Contract may be terminated by the Purchaser at no cost to either Party.

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company



ANNEX B-8 - CERTIFICATION OF NATO MEMBER COUNTRY ORIGIN OF DELIVERED  
EQUIPMENT, SERVICES, MATERIALS AND INTELLECTUAL PROPERTY  
RIGHTS

The 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

\*This definition purposely excludes components and/or parts (as defined in AcodP-1), which are not subject to this certification.



ANNEX B-9 - Comprehension and Acceptance of CONTRACT General and Special Provisions

The Bidder hereby certifies that it has reviewed the Contract Special Provisions set forth in the Prospective Contract, Book II of this Request for Quotation (RFQ) and the Contract Provisions set forth in the Basic Ordering Agreement signed with the NCI Agency. The Bidder hereby provides its confirmation that it fully comprehends the rights, obligations and responsibilities of the Contractor as set forth in the Articles and Clauses of the Prospective Contract. The Bidder additionally certifies that the Quotation submitted by the Bidder is without prejudice, qualification or exception to any of the Terms and Conditions and it will accept and abide by the stated Special Contract Provisions if awarded the contract as a result of this RFQ.

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company





**ANNEX B-10 - LIST OF PROSPECTIVE SUB-CONTRACTORS/CONSORTIUM MEMBERS<sup>1</sup>**

| 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

<sup>1</sup> In accordance with section 3.4.15 of Book I, the Bidder shall identify in this Certificate any subcontractors whose estimated value of the subcontract is expected to equal or exceed €125,000.00.



ANNEX B-11 - CERTIFICATE OF AQAP 2110 OR ISO 9001:2015 COMPLIANCE

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

A copy of the quality certification is **attached herewith**.

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company



**ANNEX B-12 Disclosure of Involvement of Former NCI Agency Employment**

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

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

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

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

| Employee Name | Former NCIA Position | Current Company Position |
|---------------|----------------------|--------------------------|
|               |                      |                          |
|               |                      |                          |
|               |                      |                          |

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

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

**Article 14 PROCUREMENT AND CONTRACTORS**

- 14.1 NCI Agency Personnel are required to maintain unquestionable integrity and impartiality in relation to procurements initiated by the NCI Agency.
- 14.2 NCI Agency Personnel shall not disclose any proprietary or contract related information regarding procurement directly or indirectly to any person other than a person authorized by the NCI Agency to receive such information. NCI Agency Personnel shall not disclose any documentation related to a procurement action to any third party without a need to know<sup>1</sup> (e.g., draft statement of work, statement of requirements) unless this is expressly provided under NATO Procurement Regulations or authorized in writing by the Director of Acquisition. During an on-going selection, NCI Agency Personnel shall not disclose any information on the selection procedure unless authorized by the Chairman of the award committee/board. The NCI Agency Personnel concerned will ensure that proper access controls are put in place to prevent disclosure of procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations.
- 14.3 NCI Agency Personnel will not participate in a source selection if an offer has been provided by a friend, family member, a relative, or by a business concern owned, substantially owned, or controlled by him/her or by a friend, family member or a relative. NCI Agency Personnel appointed as part of an evaluation shall report such links to the Director of Acquisition immediately upon becoming aware of it.
- 14.4 Contractors and consultants shall not be allowed to participate in the drafting of the statement of work or in the source selection process unless they and their company/employer will be excluded from competition of the related contract. The same will apply to contractors and consultants involved in the definition and development of requirements.
- 14.5 Contractors will be given specific and coherent statements of work, providing precise explanation of how she/he is going to be employed. Tasks to be performed and minimum qualifications are to be well defined from the start. In addition, supervisors will ensure that contractors do not occupy managerial positions within the Agency.
- 14.6 NCI Agency Personnel shall not enter into authorized commitments in the name of NCI Agency or NATO unless specifically authorized. NCI Agency Personnel must abstain from making promises or commitment to award or amend a contract or otherwise create the appearance of a commitment from the NCI Agency unless properly authorized by the NCI Agency.
- 14.7 NCI Agency Personnel shall not endorse directly or indirectly products from industry. Therefore, NCI Agency Personnel shall not name or make statements endorsing or appearing to endorse products of specific companies.
- 14.8 Industry partners will need to abide with the post-employment measures under this Directive upon submission of their Quotations / proposals to the NCI Agency. As part of the selection process, industry will be requested to agree with an ethical statement.

**15 INDUSTRY INITIATIVES**

- 15.1 Industry initiatives may include loans, displays, tests or evaluation of equipment and software, requesting NCI Agency speakers at industry gatherings and conferences,

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

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

## **16 POST EMPLOYMENT MEASURES**

- 17.1 The NCI Agency will not offer employment contracts to former NCI Agency Personnel who departed less than 2 years earlier, unless prior approval by the General Manager has been received.
- 17.2 Former NCI Agency Personnel will not be accepted as consultants or commercial counterpart for two (2) years after finalization of their employment at NCI Agency, unless the General Manager decides otherwise in the interest of the Agency and as long as NATO rules on double remuneration are observed. Such decision shall be recorded in writing. Commercial counterparts include owners or majority shareholders, key account managers, or staff member, agent or consultant of a company and/or subcontractors seeking business at any tier with the NCI Agency in relation to a procurement action in which the departing NCI Agency staff member was involved when they were under the employment of the NCI Agency. As per the Prince 2 Project methodology, a Project is defined as a "temporary organization that is created for the purpose of delivering one or more business products according to an agreed business case". For the purpose of this provision, involvement requires (i) drafting, review or coordination of internal procurement activities and documentation, such as statement of work and statement of requirement; and/or (ii) access to procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations; and/or (iii) being appointed as a representative to the Project governance (e.g., Project Board) with access to procurement information as per (ii) above; and/or (iv) having provided strategic guidance to the project, with access to procurement information as per (ii) above.
- 17.3 In addition to Section 17.2 above, former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above are prohibited during twelve months following the end of their employment with the NCI Agency to engaging in negotiations, representational communications and/or advisory activities with the NCI Agency on

behalf of a private entity, unless this has been agreed in advance by the NCI Agency General Manager and notified to the ASB.

- 17.4 NCI Agency Personnel leaving the Agency shall not contact their former colleagues in view of obtaining any information or documentation about procurement activities not yet authorized' release. NCI Agency Personnel shall immediately report such contacts to the Director of Acquisition.
- 17.5 The ASB Chairman will be the approving authority upon recommendation by the Legal Adviser when the NCI Agency Personnel concerned by the above is the NCI Agency General Manager and will notify the ASB.
- 17.6 NCI Agency Personnel leaving the Agency shall sign a statement that they are aware of the post-employment measures set out in this Directive.
- 17.7 The post-employment measures set out in this Directive shall be reflected in the NCI Agency procurement documents, such as IFBs, and contract provisions.



ANNEX B-13 – VENDOR SUPPLY CHAIN SECURITY SELF-ATTESTATION STATEMENT

I hereby as [*Insert Company Name*] affirm that the security of the supply chain for the product [*list the product(s) below*]

has been assessed and assessed against the requirements laid down in directive AC/322-D(2017)0016 (INV), named “NATO SUPPLY CHAIN SECURITY REQUIREMENTS FOR COMMERCIAL OFF THE SHELF COMMUNICATION AND INFORMATION SYSTEMS SECURITY ENFORCING PRODUCTS”.

I endorse this supply chain security statement for the product listed in the first paragraph of this certificate which covers the following items:

- Supply Chain Security Program Governance
- Security in Manufacturing and Operations
- Security in Logistics
- NATO Information Protection
- Vendor Physical and Personnel Security
- Security in Service Management
- Security in Incident Management
- 3rd Party Supplier Management

I can supply supporting evidence if required.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company



NATO UNCLASSIFIED

RFQ-CO-115814-NNCCRS  
Book I – RFQ Instructions  
Annex C – Pricing Sheets

ANNEX C – BIDDING SHEETS

[Provided under separate MS Excel File:

*“RFQ-CO-115814-NNCCRS – Book I Annex C – Bidding Sheets”*

NATO UNCLASSIFIED



#### ANNEX D – INSTRUCTIONS FOR THE PREPARATION OF BIDDING SHEETS

1. Bidders are required, in preparing their Price Quotation to utilise the Bidding Sheets following the instructions detailed in Section III – Quotation Preparation Instructions and CLIN Pricing Sheet instructions within the Bidding Sheets itself.
3. The prices entered on the Bidding Sheets shall reflect the total items required to meet the contractual requirements.
4. The total price shall be indicated in the appropriate columns and in the currency quoted.
5. The total evaluated price shall be the price of the basic Contract.
6. If the price of a CLIN is expressed in different currencies, these shall be identified, and there shall be as many Bidding Sheets for that CLIN as there are currencies.
7. In preparing the Price Quotation, the Bidder shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. Pricing for lower level items shall add to the total for the Sub-CLINs, and the Sub-CLIN totals shall add to the CLIN total. The Purchaser in its favour may resolve ambiguous computation of prices. The Bidder shall identify the sub-CLIN, per line item, in each detailed Quoting Sheet section, i.e. Materials, Labour, Subcontract Labour, Travel etc., that is being priced.
8. Prices shall not include any provision for taxes or duties for which the Purchaser is exempt.
9. The Bidder shall not introduce any changes or deviations to the Schedule of Supplies and Services (SSS) as published by the Purchaser.