



RFQ-CO-115745-UOMM

CO-115745-UOMM

**CP120 – WP0 – URGENT OBSOLESCENCE MANAGEMENT
MITIGATION**

EXTENDED WARRANTIES FOR RSA AND KEYSIGHT

BOOK I – PART II

RFQ INSTRUCTIONS

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SECTION I - INTRODUCTION

1.1 SCOPE OF WORK

- 1.1.1** The purpose of this Request for Quote (RFQ) is to award a Firm-Fixed Price (FFP) contract for extended warranties for RSA and Keysight equipment the NATO Communications and Information Agency (NCI Agency) intends to use as Purchaser Furnished Equipment (PFE) and to be made available under a separate contract action. The PFE was procured by AT&T Government Solutions, Inc. under NCI Agency contract CO-15099-UOMA and its ownership was transferred to the NCI Agency in March 2021 as part of the contract's Termination Settlement Agreement. Warranties were procured by AT&T Government Solutions, Inc. and upon transfer of ownership, NCI Agency is responsible for warranty renewals in order to support ongoing operations. This requirement was approved by the Investment Committee (IC) at Reference c, and consists of the renewal of support for RSA and Keysight/IXIA equipment with a Period of Performance ending on 31 December 2023. The Items List is provided under NU_NCIA_REP_UOMM WP0.11 RSA Keysight Warranty.

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 who are holders 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 UNCLASSIFIED".
- 1.4.2** All documentation, including the RFQ itself, all applicable documents and any reference documents provided by the Purchaser are solely to be used for the purpose of preparing a response to this RFQ. They are to be safeguarded at the appropriate level according to their classification. 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** The term “Basic Ordering Agreement” (BOA) refers to the acquisition instruments negotiated between suppliers of products / services and the NCI Agency, on behalf of NATO.
- 2.1.2** The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this Request for Quotation.
- 2.1.3** The term "Contractor" refers to a firm of a participating country which has signed a Contract under which he will perform a service, manufacture a product, or carry out works for NATO.
- 2.1.4** The term "Bidder" as used herein refers to a firm, consortium, or joint venture which submits an offer in response to this solicitation.
- 2.1.5** 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, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM, UNITED STATES OF AMERICA.
- 2.1.6** The term "Purchaser" refers to the authority issuing the RFQ and/or awarding the Contract (the NCI Agency).

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 and to those who wish to participate and are holders of active BOA as described in Section 1.2.2.
- 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 **1 pm/13:00 hours (CENTRAL EUROPEAN TIME) on February 10th 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:

RFQCO115745UOMM@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 2.6 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: Mrs. Leonora Alushani, Senior Contracting Assistant

2.6.2 Emails:

2.6.2.1 Questions/Clarifications/Quotation:

RFQCO115745UOMM@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 2 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** Quotations and all related documentation shall be submitted in the English language.
- 3.1.3** 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.
- 3.1.4** 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.
- 3.1.5** Bidders shall ensure that no classified information is part of their bid.

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> 1 Scanned PDF copies of the certificates with physical (non-digital) signatures of the prescribed certifications RFQ-CO-115745-UOMM-Company Name-Part I-Admin ✓ 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"> 1 Excel file, using the Bidding Sheets template provided with the RFQ 1 PDF file of the Bidding Sheets "Offer Summary" tab <ul style="list-style-type: none"> RFQ-CO-115745-UOMM-Company Name-Part II-Price ✓ All of the required contents are outlined in Section 3.4
III: Technical Package (installation)	<u>1.zip file submitted by e-mail, not larger than 20MB total per e-mail</u> <ul style="list-style-type: none"> RFQ-CO-115745-UOMM-Company Name-Part III-Technical ✓ All of the required contents are outlined in Section 3.4

- 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-115745-UOMM-WP2-Company name-Part III-Technical Part 1 of 4; RFQ-CO-115745-UOMM-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 (installation). 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 cost breakdown.
- 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-9: Comprehension and Acceptance of Contract General and Special Provisions.

3.3.3.3. 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.

3.3.3.1 The email shall be entitled: "RFQ-CO-115745-UOMM- 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 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.

3.4.15.1 The email provided shall be entitled: "RFQ-CO-115745-UOMM 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 (INSTALLATION) (VOLUME III)

3.5.1 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 One (1) unpriced copy of the Bidding Sheets as per Section 3.2.3 above.

3.5.1.1 The email provided shall be entitled: "RFQ-CO-115745-UOMM Official Quote for [company name] - Part III - Technical Package (installation)" 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 (installation).

4.4.2 Requirements Specification

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

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

4.4.2.3 **Document References**

- i. RFQ Instructions, Section **Error! Reference source not found.**
- ii. Statement of Work Section 4
- iii. Bidding Sheets Equipment specifications CLINs 1 & 2

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-2 components in their Technical Package (installation).
- 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-2 components in their Technical Package (installation).

ANNEX A – Clarification Request Forms

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

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

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

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

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

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

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

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

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

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

ANNEX B-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.



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RFQ-CO-115745-UOMM
Book I – RFQ Instructions
Annex B – Administrative Certificates

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

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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-115511-UOMM have been received and the Quotation as submitted reflects the content of such Amendments:

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company



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RFQ-CO-115745-UOMM
Book I – RFQ Instructions
Annex B – Administrative Certificates

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RFQ-CO-115745-UOMM
Book I – RFQ Instructions
Annex E – Compliance Table

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

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Book I – RFQ Instructions
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