



NATO UNCLASSIFIED

Acquisition Office
Dorina Cani
Contracting Officer

NCIA/ACQ/2023/07340

29 September 2023

To: Distribution List

Subject: Invitation For Bid RFQ-CO-115861-NMI Amendment# 2

Provide Enduring CIS Support to NATO Mission Iraq (NMI)

References: A. BOA: AC/4-D(2019)0004 (INV)
B. AC/4-D/2261-ADD1 (1996 EDITION) (INV)
C. NCIA-Procurement SOP 16.01 Rev 1
D. AC/4-DS(2022)0005
E. Issuance of Invitation for Bids RFQ-CO-115861-NMI dated 3 August 2023
F. Issuance of Amendment 1 to RFQ-CO-115861-NMI dated 13 September 2023

Dear Prospective Bidders,

1. The purpose of this Amendment# 2 is to:
 - a. Publish Release 2 of RFQ Bidders' questions and NCI Agency responses , and;
 - b. Issue revised RFQ documents (Book I)

2. NCI Agency responses to Bidders' questions received by 29 September 2023 are hereby published with this RFQ Amendment 2 as Annex A.

3. Revised bidding documents are provided with this RFQ Amendment# 2 as Attachment 1 and replace the original versions in their entirety. Potential Bidders are strongly advised to carefully review these revised bidding documents. With the exception of the revisions included in these documents, all other RFQ documents remain unchanged from their original version as issued on 3 August 2023.

4. 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.

5. The RFQ documents are revised as follows:

Amendment 2 to RFQ-CO-115861-NMI Book I Bidding Instructions:

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- a. Amending the purchaser point of contact for this RFQ from Catalin Nicolae to Dorina Cani (paragraph 2.5 Purchaser Point of Contact).
 - b. Amending the bid validity period from 12 months to 6 months (paragraph 2.10 Bid Validity)
 - c. Amending Annex C-3 by changing the bid validity period from 12 months to 6 months.
6. The Contracting Officer responsible for this solicitation is Dorina Cani, and all correspondence regarding this RFQ should be sent via email to RFQ.CO.115861.NMI@ncia.nato.int with reference RFQ-CO-115861-NMI.
7. In accordance with the NATO Management of Non-Classified NATO Information policy (C-M(2002)60), this RFQ is the property of the NCI Agency and shall therefore NOT be published on the internet.

FOR THE CHIEF OF ACQUISITION:

Ole Hubner
Senior Contracting Officer

Attachments:

- 1) Responses to Clarification Requests
- 2) Revised IFB Documents

Distribution List for RFQ-CO-115861-NMI Amendment 2

Offerors (sent separately in electronic version)

NATO Delegations (Attn: Investment Adviser):

Albania	1
Belgium	1
Bulgaria	1
Canada	1
Croatia	1
Czech Republic	1
Denmark	1
Estonia	1
France	1
Germany	1
Greece	1
Hungary	1
Iceland	1
Italy	1
Latvia	1
Lithuania	1
Luxembourg	1
Montenegro	1
Netherlands	1
North Macedonia	1
Norway	1
Poland	1
Portugal	1
Romania	1
Slovakia	1
Slovenia	1
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The United Kingdom	1
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Embassies in Brussels (Attn: Commercial Attaché):

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Croatia	1
Czech Republic	1
Denmark	1
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Greece	1
Hungary	1
Iceland	1
Italy	1
Latvia	1
Lithuania	1
Luxembourg	1
Montenegro	1
Netherlands	1
North Macedonia	1
Norway	1
Poland	1
Portugal	1
Romania	1
Slovakia	1
Slovenia	1
Spain	1
Turkey	1
The United Kingdom	1
The United States of America	1

Distribution for information (Blind to Potential Industrial Suppliers):

NATO International Staff

NATO Office of Resources
Management and Implementation Branch
Attn: Deputy Branch Chief

Director, NATO HQ C3 Staff
Attn: Executive Co-ordinator

SACTREPEUR
Attn: Infrastructure Assistant

NATEXs

Applicable NATEXs

NCI Agency (Internal distribution)

Registry (for distribution)

IndexNO.	IFB Source document/Paragraph reference	Bidder`s Questions	NCIA Agency`s Response	IFB Package amended? (Yes/No)
1	WP6 SSS CLIN# 2.1.4	Are the bidders allowed to offer the original Black Box solution and needed accessories as an alternative knowing that this solution is part of Black Box KVM secure range, which is taken on the NIAPC list?	No, NCI Agency cannot accept the original Black Box solution because it does not meet requirement SRS-47.	No
2	WP6 - Laptops / SSDs compatibility	"1. NCIA requests a no longer existing combination of technologies, being specifically a Viasat Eclipt 600 SSD that is in 2.5inch format in combination with A-brand laptops from NATO member countries. Dell and HP no longer manufacture laptops that can fit any 2.5inch SSD, there is physically no space anymore as all technology has moved on to M.2 SSD's now. Getac was the last available model as Rugged models usually have a slower development cycle, however these will also be end of life this very month (September 2023). All successor models have space for the M.2 drives only.	Currently 2.5 inch Eclipt is the only Military Committee Communication and Information Systems Security and Evaluation Agency (SECAN) recommended and approved by the Military Committee as disk encryptors for protection of NATO classified information for this requirement. M.2 SSDs are not approved.	No

3		In order to source the correct equipment and the fact that other tenderers have had 1 month longer to prepare their submission, we formally request an extension of 1 month to the bid submittal date. We feel this is only fair and we will be on a commercial parity.	The initial IFB was already extended with one month. Unfortunately, due to project timelines no other extension is possible.	No
4	2.10 Book I	ICT is a fast moving and dynamic industry, the validity of 12 months for price and availability is unrealistic for this reason, and supported by above Technical question. The usual 6-month validity was already very challenging as well, therefore we request a change to 3 or 4 months maximum.	The bid validity will be reduced to 6 months.	Yes. Section 2.10 and annex C-3 – Certificate of Bid Validity has been adapted.



REQUEST FOR QUOTATION

RFQ-CO-115861-NMI

Amendment 2

PROVIDE ENDURING CIS SUPPORT TO NATO MISSION IRAQ (NMI)

Provision of routers and switches (WP 4)

Provision of Windows 10/11 compliant end user client devices (WP 6)

Authorisation/Serial No.

AC/4(PP)D/27964-ADD5

2022/1HQ03009-0/8/9

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- Part I Schedule of Supplies and Services
- Part II Contract Special Provisions
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- Part III BOA Contract General Provisions
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RFQ-CO-115861-NMI

BOOK I

BIDDING INSTRUCTIONS

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1 INTRODUCTION

1.1 Purpose

- 1.1.1 The purpose of this Request for Quotation (RFQ) is to establish one or two Contracts that would support the replacement of the obsolete equipment for Nato Mission Iraq (NMI);
- 1.1.2 All of the technical details and requirements of the project are explained in Book II&III, Part IV, Statement of Work (SOW) and the SOW annexes.

1.2 Scope of work, overview of the prospective contract(s)

- 1.2.1 The scope of this project is to replace the existing CIS equipment and end user devices from NMI in Iraq and Kuwait. The RFQ will be divided into two separate parts in consideration of the two separate Work Packages that are each associated to a separate prospective contract:
 - a) **WP 4 – Provision of routers and switches** that will replace end of life (EOL) routers and switches from NATO manned facility at NMI in Iraq and Kuwait;
 - b) **WP 6 - Provision of Windows 10/11 end-user client devices** composed of laptops, monitors, keyboards/mice, KVMs, etc. to be used in the NATO Deployable CIS environment
- 1.2.2 For each Work Package, the selected Contractor shall provide and implement the performance requirements as set forth in the relevant Statement of Work (Book II&III Part IV) and in the Schedule of Supplies and Services (Book II&III Part I) in the manner, and at times and place, stated in the prospective Contract.
- 1.2.3 The Offeror may submit one Quotation for only one Work Package, or two separate Quotations for each of the two Work Packages.
- 1.2.4 The Purchaser may decide to award one single Contract combining both Work Packages in case the lowest compliant Offeror for the two Work Packages is the same Offeror.
- 1.2.5 The Prospective Contract will be governed by Book II&III, Part II (Contract Special Provisions), and Part III (Contract General Provisions).

1.3 Governing Rules, Eligibility, and Exclusion Provisions

- 1.3.1 This RFQ is issued in accordance with the Procedures Governing the Use of Basic Ordering Agreements (**BOAs**) set forth in the NATO document AC/4-D(2019)0004 (INV).

1.4 Procedure used and Evaluation Method

- 1.4.1 This RFQ is issued in accordance with the Procedures Governing the Use of Basic Ordering Agreements (**BOAs**) set forth in the NATO document AC/4-D(2019)0004 (INV).
- 1.4.2 Award of the Contract(s) will be made on a Firm Fixed Price Basis to the Lowest Price Technically Compliant Bidder.
- 1.4.3 The Bid evaluation criteria and the detailed evaluation procedures are described in section 4 of these Bidding Instructions.
- 1.4.4 The Bidder shall refer to the Purchaser all queries for resolution of any conflicts found in information contained in this document in accordance with the procedures set forth in paragraph 2.6 of Section II of the Bidding Instructions entitled “Requests for RFQ Clarifications”.

1.5 Security

- 1.5.1 The security classification of this RFQ is “NATO UNCLASSIFIED”.
- 1.5.2 The successful Bidder shall have the appropriate facility and personnel clearances at the date of Contract Signature. Should the successful Bidder be unable to perform the Contract due to the fact that the facility/security clearances have not been provided by their respective national security agency, this lack of clearance shall not be (i) the basis for a claim of adjustment or an extension of schedule, or (ii) considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination For Default by the Purchaser under the Prospective Contract.

1.6 Documentation

- 1.6.1 All documentation – including the RFQ itself, all applicable documents and any reference documents provided by the Purchaser – are solely to be used for the purpose of preparing a response to this RFQ. They are to be safeguarded at the appropriate level according to their classification and it is understood that the Purchaser used its best effort to warrant the quality and accuracy of the provided reference documents.

1.6.2 Statement of Work Applicable Documents

- 1.6.2.1 Bidders neither require physical access to the documents listed in the “Applicable Documents” section of the SOW in order to make their offers compliant, nor shall the Purchaser make these documents available, as all pertinent information relevant for bidding have been retrieved and made a part of this IFB.

1.7 Contract Award Date

- 1.7.1 The target date for Contract Award is **Q1 2024**.

1.8 Communication

- 1.8.1 For general inquiries, the below e-mail address shall be used:

RFQ.CO.115861.NMI@ncia.nato.int

2 GENERAL BIDDING INFORMATION

2.1 DEFINITIONS

- 2.1.1 The term “Assembly” as used herein means an item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.
- 2.1.2 The term “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 “Offeror” as used herein refers to a firm, consortium, or joint venture which submits an offer in response to this solicitation.
- 2.1.4 The term “Compliance” as used herein means strict conformity to the requirements and standards specified in this Request for Quotation.
- 2.1.5 The term “Contractor” refers to a firm of a Participating Country which has signed a Contract under which it will perform a service, manufacture a product, or carry out works for NATO.
- 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 NATO Communications and Information Agency, NCI Agency).
- 2.1.8 The term “Sub-Assembly” as used herein refers to a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes components and/or parts as defined in ACodP-1.

2.2 ELIGIBILITY

- 2.2.1 Only firms which hold an active BOA stipulated with the NCI Agency are eligible to take part in this RFQ. In addition, all Contractors, sub-Contractors and manufacturers, at any tier, must be from Participating Countries.
- 2.2.2 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.

- 2.2.3 The intellectual property rights to all design documentation and related system operating software shall reside in Participating Countries, and no license fee, or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the Participating Countries.
- 2.2.4 Offerors are at liberty to constitute themselves into any form of contractual arrangements or legal entity they desire, bearing in mind that in consortium-type arrangements a single judicial personality shall be established to represent that legal entity. A legal entity, such as an individual, Partnership or Corporation, herein referred to as the “Prime Contractor”, shall represent all members of the consortium with the NCI Agency and/or NATO. The “Prime Contractor” shall be vested with full power and authority to act on behalf of all members of the consortium, within the prescribed powers stated in an irrevocable Power of Attorney issued to the “Prime Contractor” by all members associated with the consortium. Evidence of authority to act on behalf of the consortium by the “Prime Contractor” shall be enclosed and sent with the Quotation. Failure to furnish proof of authority shall be a reason for the Quotation being declared non-compliant.

2.3 BID DELIVERY AND BID CLOSING

- 2.3.1 All Bids shall be in the possession of the Purchaser at the e-mail addresses given below in paragraph 2.3.2 **before 14.00 hours (Brussels Time) on October 16 2023** at which time and date bidding shall be closed.
- 2.3.2 Offerors are requested to submit their quotation electronically to the following email addresses:
- e-mail address WP 4 – RFQ.CO.115861.NMI.Bids.WP4@ncia.nato.int
- e-mail address WP 6 – RFQ.CO.115861.NMI.Bids.WP6@ncia.nato.int
- 2.3.3 The Quotation shall consist of three (3) separate subject emails:
- 2.3.3.1 For the first e-mail the subject line shall read: “ **RFQ-CO-115861-NMI – Official Quotation for [company name] – Part 1 - Administrative Package for WP [reference of the work package]**”. The e-mail content shall be as described in Paragraph 3.1.5(a) below, with no password protection to the file and shall be not larger than 20MB total.
- 2.3.3.2 For the second e-mail the subject line shall read: “ **RFQ-CO-115861-NMI–Official Quotation for [company name] – Part 2 - Price Proposal for WP [reference of the work package]**”. The e-mail content shall be as described in Paragraph 3.1.5(b) below, with no password protection to the file, and shall be not larger than 20MB total.
- 2.3.3.3 For the third e-mail the subject line shall read: “ **RFQ-CO-115861-NMI–Official Quotation for [company name] – Part 3 – Technical Proposal for WP [reference of the work package]**”. The e-mail content shall be as described in Paragraph 3.1.5(c) below, with no password protection to the file, and shall be not larger than 20MB total per e-mail. For large Technical Proposals, multiple e-mails may be

required to submit the entire package. In such case, Offerors shall clearly indicate the correct order in the e-mail subject line.

- 2.3.4 Bids which are delivered to the Purchaser after the specified time and date set forth above for Bid Closing are “Late Bids” and shall not be considered for award.
- 2.3.5 It is the responsibility of the Offeror to ensure that the quotation submission is duly completed by the specified quotation closing time and date. If a quotation received at the NCI Agency’s facility by electronic data interchange is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, the Purchaser will immediately notify the Offeror that the quotation will be rejected unless the Offeror provides clear and convincing evidence:
- (a) Of the content of the Quotation as originally submitted; and,
 - (b) That the unreadable condition of the quotation was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.
- 2.3.6 Consideration of Late Bid. It is the responsibility of the Offeror to ensure that the bid submission is duly completed by the specified Bid Closing time. Considering the e-bidding procedure, a Late Bid shall only be considered for award under the following circumstances:
- (a) A Contract has not already been awarded pursuant to this Request for Quotation, and
 - (b) the Bid was sent to the correct email address specified in paragraph 1.8.1 above; and
 - (c) The delay was due solely to the fault of the Purchaser.

2.4 REQUESTS FOR EXTENSION OF BID CLOSING DATE

The Purchaser does not accept, except in exceptional cases, Offeror requests to extend the Bid Closing Date. In any event, all questions and requests for extension of bid closing date must be submitted in writing 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 10 days before the closing date of the bid. The Purchaser is under no obligation to consider or answer requests submitted after this time. Extensions to the Bid Closing Date are at the sole discretion of the Purchaser.

2.5 PURCHASER POINT OF CONTACT

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

Ms. Tiziana Pezzi, Principal Contract Officer

CC : **Ms. Dorina Cani**, Action Officer

RFQ.CO.115861.NMI@ncia.nato.int

NATO Communications and Information Agency
NATO HQ
Boulevard Leopold III
B-1110 Brussels
Belgium

2.6 REQUESTS FOR RFQ CLARIFICATIONS

- 2.6.1 Offerors, during the solicitation period, are encouraged to query and seek clarification of any matters of a contractual, administrative and technical nature pertaining to this RFQ.
- 2.6.2 All questions and requests for clarification must be submitted in writing through Annex D – Clarification Requests Form, by e-mail, **to the POC indicated at Para 2.5**

All questions and requests must reference the Section(s) in the RFQ subject for clarifications. The questions and/or requests shall arrive **not later than 14 days before the closing date of the bid**. The Purchaser is under no obligation to answer questions submitted after this time. Requests for clarification must address the totality of the concerns of the Offeror for any given area, as the Offeror will generally not be permitted to revisit areas of the RFQ for additional clarification as noted in 2.6.3 below.

- 2.6.3 Offerors are advised that subsequent questions and/or requests for clarification included in a bid shall neither be answered nor considered for evaluation and may be grounds for a determination of non-compliance.
- 2.6.4 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 in accordance with the provisions of paragraph 2.8 below.
- 2.6.5 It is the responsibility of the Offerors to ensure that all Clarification Requests submitted bear no mark, logo or any other form or sign that may lead to reveal the Offerors' identity in the language constituting the clarification itself. This prescription is not applicable to the mean used for the transmission of the clarification (i.e. email or form by which the clarification is forwarded). The Purchaser declines all responsibilities associated to any and all circumstances regardless of the nature or subject matter arising from the Offerors' failure or inability to abide to this prescription. The Purchaser may provide for the removal of any form of identification in the body of the clarification request in those instances in which such practice is feasible.

- 2.6.6 Where the extent of the changes implied by the response to a clarification request is of such a magnitude that the Purchaser deems necessary to issue revised documentation, the Purchaser will do so by the means of the issuance of a formal RFQ amendment in accordance with paragraph 2.8 below
- 2.6.7 The Purchaser reserves the right to reject questions and clarification requests clearly devised or submitted for the purpose of artificially obtaining an extension of the bidding time (i.e. clarifications re-submitted using different wording where such wording does not change the essence of the clarification being requested).
- 2.6.8 The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the RFQ, and may lead to a formal amendment to the RFQ. Such amendment may also contain changes to the language, terms, conditions and/or specifications of the RFQ. Amendments to the language of the RFQ included in the answers, and/or the formal RFQ amendment, shall be incorporated by the Offeror in its offer.

2.7 REQUESTS FOR WAIVERS AND DEVIATIONS

- 2.7.1 Offerors are informed that requests for alteration to, waivers of, or deviations from the Schedules, the Special Contract Provisions, the Terms and Conditions in the NCI Agency's Basic Ordering Agreement, the Technical Specifications and any other Terms and Conditions of the Prospective Contract will not be considered after the Request for Clarification process.
- 2.7.2 Requests for alterations to the other requirements, terms or conditions of the Request for Quotation or the Prospective Contract may only be considered as part of the clarification process set forth in paragraph 2.6 above. Requests for alterations to the specifications, terms and conditions of the Contract which are included in a Bid as submitted may be regarded by the Purchaser as a qualification or condition of the Bid and may be grounds for a determination of non-compliance.

2.8 AMENDMENT OF THE REQUEST FOR QUOTATION

- 2.8.1 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 Bid Closing. Any and all modifications will be transmitted to all prospective bidders by an official amendment designated as such and signed by the Contracting Authority. Such amendment shall be recorded in the Acknowledgement of Receipt certificate (Annex C-6) which the bidder shall complete and enclose as part of its bid. This process may be part of the clarification procedures set forth in paragraph 2.6 above or may be an independent action on the part of the Purchaser.
- 2.8.2 The Purchaser will consider the potential impact of amendments on the ability of prospective Offerors to prepare a proper bid within the allotted time.

The Purchaser may extend the “Bid Closing Date” at its discretion and such extension will be set forth in the amendment document.

- 2.8.3 In no case, however, will the closing date for receipt of bids be less than seven (7) days from the date of issuance of any amendment to the RFQ.

2.9 MODIFICATION AND WITHDRAWAL OF BIDS

- 2.9.1 Bids, once submitted, may be modified by Offerors, but only to the extent that the modifications are in writing, conform to the requirements of the RFQ, and are received by the Purchaser prior to the exact time and date established for Bid Closing. Such modifications shall be considered as an integral part of the submitted bid.
- 2.9.2 Modifications to bids which arrive after the Bid Closing Date will be considered as “Late Modifications” and will be processed in accordance with the procedure set forth above concerning “Late Bids”, except that unlike a “Late Bid”, the Purchaser will retain the modification until a selection is made. A modification to a bid which is determined to be late will not be considered in the evaluation and selection process. If the Offeror submitting the modification is determined to be the successful Offeror on the basis of the unmodified bid, the modification may then be opened. If the modification makes the terms of the bid more favourable to the Purchaser, the modified bid may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent successful Offeror on the basis of the bid submitted and disregard the late modification.
- 2.9.3 An Offeror may withdraw its bid at any time prior to Bid Opening without penalty. In order to do so, an authorised agent or employee of the Offeror must provide an original statement of the firm's decision to withdraw the bid and remove the bid from the Purchaser's premises.

2.10 BID VALIDITY

- 2.10.1 Offerors shall be bound by the term of their bids for a period of **six (6)** months starting from the Bid Closing Date specified at paragraph 2.3.1 above.
- 2.10.2 In order to comply with this requirement, the Offeror shall complete the Certificate of Bid Validity set forth in Annex C-3. Bids offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.
- 2.10.3 The Purchaser will endeavour to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all bids which remain under consideration for award.
- 2.10.4 Upon notification by the Purchaser of such a request for a time extension, the Offerors shall have the right to:

- (a) accept this extension of time in which case Offerors shall be bound by the terms of their offer for the extended period of time and the Certificate of Bid Validity extended accordingly; or
- (b) refuse this extension of time and withdraw the bid without penalty.

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

2.11 CANCELLATION OF REQUEST FOR QUOTATIONS

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

2.12 ELECTRONIC TRANSMISSION OF INFORMATION AND DATA

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. Bidders are cautioned that electronic transmission of documentation which contains classified information (NATO RESTRICTED, NATO CONFIDENTIAL, NATO SECRET) not allowed.

2.13 NOTICE TO OFFERORS OF CONTRACT DISTRIBUTION AND DISCLOSURE OF INFORMATION

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

The resulting Contract may be subject to release to (i) NATO Resource Committees for audit purposes (including audits carried out using third party companies - See Book II, Special Provisions Article entitled, "Notice of Authorized Disclosure of Information for Mandated NATO Third Party Audits by Resource Committees") and (ii) to the customer holding a Service Level Agreement with the Agency related to this requirement, upon request from that customer.

2.14 SUPPLEMENTAL AGREEMENTS

2.14.1 Offerors are required, in accordance with the certificate at Annex C-7 of these Instructions to Offerors, to disclose any prospective Supplemental

Agreements that are required by national governments to be executed by NATO/ NCI Agency as a condition of Contract performance.

- 2.14.2 Supplemental Agreements are typically associated with, but not necessarily limited to, national export control regulations, technology transfer restrictions and end user agreements or undertakings.
- 2.14.3 Offerors are cautioned that failure to provide full disclosure of the anticipated requirements and the terms thereof, to the best of the Offeror's knowledge and experience, may result in the Purchaser withholding award of the Contract or cancelling an executed Contract if it is discovered that the terms of such Supplemental Agreements contradict salient conditions of the Prospective Contract to the extent that either key objectives cannot be accomplished or basic Contract principles and Purchaser rights have been abridged.
- 2.14.4 If supplemental agreements, such as End-User Certificates or Technical Assistance Agreements, are required by national regulations, these must be submitted within the Quotation Administrative Package (paragraph 3.2.3(g)). Supplemental agreements submitted after the Quotation Closing Date shall not be considered.
- 2.14.5 The terms of supplemental agreements, if necessary, are the Offerors/Contractors responsibility and shall be totally consistent with the terms of the (Prospective) Contract, and shall not duplicate, negate, or further interpret any provisions of this Contract. The terms of the (Prospective) Contract shall take precedence over the Supplemental Agreement.
- 2.14.6 Supplemental agreement that contradicts the Terms of the Contract in a cardinal manner may result in a determination that the Quotation is not compliant with the terms of the RFQ, and in rejection of the Quotation.
- 2.14.7 Any supplemental agreements issued in final form by the government(s) resulting 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.

2.15 MANDATORY QUALITY ASSURANCE AND QUALITY CONTROL STANDARDS

- 2.15.1 Offerors are requested to note that, in accordance with the Certificate at Annex C-11 hereto, Offerors shall provide documentary evidence that the Offeror possesses a current certification that is compliant with the requirements of Allied Quality Assurance Publication (AQAP) 2110, ISO 9001:2015, or an equivalent QA/QC regime.
- 2.15.2 Offerors shall further demonstrate that such regime is applied within the Offeror's internal organisation, as well as extended to its relationships with Subcontractors.
- 2.15.3 If the Offeror is offering a QA/QC regime that is claimed to be equivalent to AQAP 2110 or ISO 9001:2015, the burden of proof of such equivalency shall be on the Offeror and such evidence of equivalency shall be submitted with the Certificate at Annex C-11 in the Quotation Administration Package.
- 2.15.4 Failure to execute this Certificate, or failure to provide documentary evidence of compliance with this requirement may result in a determination of non-compliance for the submitted Quotation.



NATO UNCLASSIFIED

RFQ-CO-115861-NMI
Book I – Bidding Instructions

3 BID PREPARATION INSTRUCTIONS

3.1 GENERAL

- 3.1.1 Bids shall be prepared in accordance with the instructions set forth herein. Failure to comply with these instructions may result in the being declared non-compliant.
- 3.1.2 Offerors shall prepare a complete bid which comprehensively addresses all requirements stated herein. The Bid shall demonstrate the Offeror's understanding of the RFQ and its ability to provide all the deliverables and services listed in the Schedule of Supplies and Services. Bids which are not complete, will be declared non-compliant.
- 3.1.3 **The Offeror shall not restate the RFQ requirements in confirmatory terms only.** The Offeror must clearly describe what is being offered and how the Offeror will meet all RFQ requirements. Statements in confirmatory terms only will be sufficient grounds for determining the bid to be non-compliant.
- 3.1.4 Although the Purchaser may request clarification of the Bid, it is not required to do so and may make its determination on the content of the Bid as written. Therefore, Bidders shall assume that inconsistencies, omissions, errors, lack of detail and other qualitative deficiencies in the submitted Bid will have a negative impact on the final rating.
- 3.1.5 **Offerors shall prepare their bid for one or both RFQ Work Packages in 3 distinct and separated parts in the following quantities for each Work Package:**

(a) Administrative Package (Part 1): Electronic: Scanned PDF copies of the certificates with physical (non-digital) signatures of the prescribed certifications. **No** Password Protection.

(b) Price Bid (Part 2): Electronic: The Price Bid shall contain one (1) ZIP file containing one (1) electronic copy in Microsoft Excel(readable and searchable) of the completed Bidding Sheets and one (1) PDF copy of the

- (c) Technical Proposal (Part 3): Electronic: The Technical Proposal shall be self-contained as a separate electronic file in one (1) ZIP file, as described in Section 3.4. **No** Password Protection.

- 3.1.6 No information disclosing or contributing to disclose the bid price shall be made part of the Technical Proposal.
- 3.1.7 Documents submitted in accordance with section 3.1.5 above shall be classified no higher than “NATO UNCLASSIFIED” material.
- 3.1.8 Where no specific format is mandated, electronic bid 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.
- 3.1.9 Offerors are advised that the Purchaser reserves the right to incorporate the Offerors Technical Proposal in whole or in part in the resulting Contract.
- 3.1.10 Bid language shall be English.

3.2 PREPARATION OF THE ADMINISTRATIVE ENVELOPE (PART 1)

- 3.2.1 For each/both of the Work Packages of this RFQ, the Bid Administrative Package shall include in accordance with 3.1.5(a) one ZIP file submitted by email Comprised of the required documents
- 3.2.2 No information disclosing or contributing to disclose the bid price shall be made part of the Bid Administration volume. Failure to abide to this prescription shall result in the bid being declared non-compliant.
- 3.2.3 For each/both of the Work Packages of this RFQ, the Bid Administrative Package shall include the Certificates set forth in Annexes to these Bidding Instructions, signed in the original by an authorised representative of the Offeror. Within the Package the bidder shall also include the signed electronic copies of the **certifications** – with physical OR electronic signatures - **set forth in Annex C** hereto, specifically:
 - (a) C-1 Certificate of Legal Name of Offeror

- (b) C-2 Certificate of Independent Determination
- (c) C-3 Certificate of Bid Validity
- (d) C-4 Certificate of Understanding
- (e) C-5 Certificate of Exclusion of Taxes, Duties and Charges
- (f) C-6 Acknowledgement of Receipt of RFQ Amendments (if applicable)
- (g) C-7 Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements
- (h) C-8 Certification of NATO Member Country of Origin of Delivered Equipment, Services, Materials and Intellectual Property Rights
- (i) C-9 Comprehension and Acceptance of Contract Special Provisions and general BOA Provisions
- (j) C-10 List of Prospective Sub-Contractors / Consortium members
- (k) C-11 Certificate of AQAP 2110 or ISO-9001:2015 Compliance. The Offeror shall attach a copy of the company's AQAP 2110 or ISO 9001 Certification.
- (l) C-12 Disclosure of Involvement of Former NCI Agency Employment
- (m) C-13 Company Compliance with Safeguarding NATO Information Controls Self-Attestation Statement

- 3.2.4 Concerning Certificate C-10, *List of Prospective Sub-Contractors / Consortium members*, the Contractor shall identify by name, project role, and country of origin, all sub-contractors whose sub-contract value is expected to equal or exceed EUR 125,000, if any. A list of consortium members shall also be completed and included. If there are no sub-contractors/consortium members involved, the Offeror shall state this separately. **The subcontractors listed in this certificate shall be traceable in the Bidding Sheets. Offerors are reminded that as per Special Provisions Article 8, none of the work shall be performed other than by firms from and within NATO Participating Countries**
- 3.2.5 Concerning Certificate C-7, *Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements*, Offerors shall note especially the following:

- 3.2.6 If supplemental agreements, such as End-User Certificates or Technical Assistance Agreements, are required by national regulations, these must be submitted with the Offerors Bid. Supplemental agreements submitted after the Bid Closing Date shall not be considered.
- 3.2.7 The terms of supplemental agreements, if necessary, are the Offerors / Contractors responsibility and shall be totally consistent with the terms of the (Prospective) Contract, and shall not duplicate, negate, or further interpret any provisions of this Contract. The terms of the (Prospective) Contract shall take precedence over the Supplemental Agreement. **In accordance with Par. 2.14, the Offeror shall attach to the Certificate a prospective text of such Agreements, as applicable.** With this Certificate Offerors are required to disclose any prospective Supplemental Agreements that are required by national governments to be executed by NATO/NCI Agency as a condition of Contract performance. Supplemental Agreements are typically associated with, but not necessarily limited to, national export control regulations, technology transfer restrictions, Technical Assistance Agreements, and end user agreements or undertakings. Offerors are cautioned that failure to provide full disclosure of the anticipated requirements and the terms thereof, to the best of the Offeror's knowledge and experience, may result in the Purchaser withholding award of the Contract or cancelling an executed Contract if it is discovered that the terms of such Supplemental Agreements contradict salient conditions of the Prospective Contract to the extent that either key objectives cannot be accomplished or basic Contract principles and Purchaser rights have been abridged.
- 3.2.7.1 A problem with the supplemental agreement in any of the areas mentioned previously in this provision may result in a determination that the Bid is not compliant with the terms of the RFQ, and in rejection of the Bid, or termination for default of the Contract if the supplemental agreement is submitted after Contract award.

3.3 PREPARATION OF THE PRICE BID (PART 2)

- 3.3.1 The Price Bid shall be prepared and submitted in the form of the completed Bidding Sheets in accordance with RFQ Book I, Section III and Annexes A and B. No iteration of the form and pre-filled content of the Bidding Sheets is allowed, unless otherwise specified. The prices entered shall reflect the amount of the total items required to meet the contractual requirements.
- 3.3.2 This envelope must contain the following documentation and media:
- 3.3.2.1 One (1) completed as per Book I Annex B instructions. **Please note that both, CLIN Summary tab of the Bidding Sheets, as well as CLIN Price Breakdown tabs per each CLIN need to be printed as PDF and included in the Package;**

- 3.3.3 Offerors shall prepare their Price Bid by completing the sections of the Bidding Sheets referred in paragraph 3.3.2.1 above, in accordance with the instructions specified in Annex B.
- 3.3.4 Offerors are also requested to fill in the OPTION NON-EVALUATED CLINs of the Bidding Sheets.
- 3.3.5 Offerors should take into account that the price provided for equipment should be inclusive of Warranty, as there is no separate line specifically for this.
- 3.3.6 Offerors shall quote in their own national currency or in EUR. Offerors may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:
- (a) the currency is of a "Participating Country" in the project, and
 - (b) the Offeror can demonstrate, either through sub-contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major sub-contracts and their approximate anticipated value should be listed on a separate sheet and included with the Price Bid.
- 3.3.7 The Purchaser, by virtue of its status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct taxes (incl. VAT) and all customs duties on merchandise imported or exported. The Contractor, therefore, shall certify that the prices stipulated in this Contract do not include amounts to cover such direct taxes or customs duties.
- 3.3.8 The Contractor shall be responsible for ensuring that its respective Sub-contractors are aware that the Purchaser is exempt from taxes and customs duties. The Contractor (and its respective Sub-contractors) shall be responsible for complying with all applicable national and local legal and administrative procedures to ensure that authorities do not attempt to assess taxes and customs duties on goods and property imported or exported through NATO member nation frontiers under this Contract nor assess direct taxation (VAT) on goods sold to the NCI Agency under this Contract. Offerors are reminded of the requirement to complete the certification to this effect in Annex C-5.
- 3.3.9 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 2000 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.
- 3.3.10 The Offeror's attention is directed to the fact that Price Bid shall contain no document and/or information other than the priced copies of the Bidding Sheets. Any other document of a contractual or technical nature will not be

considered for evaluation and may be cause for a determination of non-compliance by the Purchaser.

- 3.3.11 When completing the Bidding Sheets, a unit price and total fixed price for each specified element needs to be supplied on each CLIN line item. Offerors are required to insert price information in all cells from 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 Bid, Offerors shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. The accuracy of the inputs of the Bidding Sheets is the responsibility of the Offeror. The Purchaser in its favour may resolve ambiguous computation of prices.
- 3.3.12 The Offeror shall furnish firm fixed price bids, for all proposed items. Partial quotations shall be rejected.
- 3.3.13 The Offeror understands that there is no obligation under this Contract for the Purchaser to exercise any part of the contract designated as an Option. The Purchaser bears no liability should it decide not to exercise such options (OPTION NON-EVALUATED CLINs from the Bidding Sheets)
- 3.3.14 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.
- 3.3.15 Price Proposals specifying exceeding the deadlines for delivery and completion of works indicated in the Schedule of Supplies and Services may be declared non-compliant.
- 3.3.16 The Offeror shall identify for each CLIN all significant sub-contractors and provide required information about their prospective sub-contractors whose estimated value of the subcontract is expected to equal or exceed EUR 125,000 using the "List of Prospective Sub-Contractors" form attached to Book I Annex C-10.

3.4 PREPARATION OF THE TECHNICAL PROPOSAL (PART 3)

- 3.4.1 For each of the Work Packages, the Offerors shall submit their Technical Proposal in on accordance with the requirements of paragraphs 3.4.2 and 3.4.3 below.
- 3.4.2 The Technical Proposal must be in compliance of the items against those listed in the Schedule of Supplies and Services and requirements given in Sow Annex A SRS, including identifying suitability of fit form and function alternatives as applicable and matched accordingly

3.4.3 Manufacturers Datasheets

3.4.3.1 Where the Offeror is to provide an alternative product to that stated in the Schedule of Supplies and Services, which matches the requirements and is identified as such, primarily in cases of any obsolescence, the Offeror shall provide manufacturers datasheet for each item of COTS equipment it proposes where this should be a fit form and function alternative to the parts stated in the Schedule of Supplies and Services.

3.5 PACKAGING AND MARKING OF BIDS

All copies of the Administrative Package, Price Bid, and the Technical Proposal shall be segregated and not password protected. Three emails shall be sent in accordance to Section 3.1.5 of Book I.

4 BID EVALUATION

4.1 GENERAL

- 4.1.1 The evaluation of bids will be made by the Purchaser solely on the basis of the requirements in this RFQ.
- 4.1.2 The evaluation of bids and the determination as to the compliance or technical adequacy of the supplies and services offered will be based only on that information furnished by the Offeror and contained in its bid. The Purchaser shall not be responsible for locating or securing any information which is not included in the bid.
- 4.1.3 To ensure that sufficient information is available, the Offeror shall furnish with its bid all information appropriate to provide a complete description of the work which will be performed and/or the supplies to be delivered. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Offeror proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this RFQ. Significant omissions and/or cursory submissions may result in a determination of non-compliance without recourse to further clarification.
- 4.1.4 During the evaluation, the Purchaser may request clarification of the bid from the Offeror, and the Offeror shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the bid and to permit the Offeror to state its intentions regarding certain statements contained therein. The Offeror is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to its price bid at any time.
- 4.1.5 The Offeror's prompt response to the Purchaser's RFQ clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests may cause the bid 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 Bids will be evaluated first. Bids that are declared administratively non-compliant may be rejected without further evaluation. Following evaluation for administrative compliance, evaluation will be carried out in the following area: Part 2 - Price.
- 4.1.8 All administrative compliant Bids will be reviewed for price compliancy. The Contract resulting from this RFQ will be awarded to the bidder whose offer, as evaluated by the Purchaser, is the lowest priced bid and in compliance with the requirements of this RFQ.

4.2 ADMINISTRATIVE CRITERIA

- 4.2.1 Prior to commencement of the Price and Technical evaluation, Bids will be reviewed for compliance with the Bid Submission Requirements of this RFQ. These are as follows:
- (a) The Bid was received by the Bid Closing Date and Time,
 - (b) The Bid was packaged and marked properly
 - (c) The Bid was submitted in the required format
 - (d) The Administrative Package contains all the requested signed originals of the required Certificates at Annex C hereto
- 4.2.2 A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.2.3 If it is discovered, during the Price evaluation, that the Offeror has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned its offer on a modification or alteration of the Terms and Conditions, the Offeror may be determined to have submitted a non-compliant bid.

4.3 PRICE CRITERIA

- 4.3.1 The Offeror's Price Bid will be first assessed for compliance against the following standards:
- 4.3.1.1 The Price Bid meets the requirements for preparation and submission of the Price Bid set forth in the Bid Preparation Section and the Instructions for Contractor's Bidding Sheets, in particular:
- a. The Offeror has furnished Firm Fixed Prices for all items listed.
 - b. All pricing data, i.e., quantities, unit prices, has been provided as reflected in the Bidding Sheets.

- c. Bid prices include all costs for items supplied, delivered, and supported.
- d. All prices have been accurately entered into appropriate columns, and accurately totalled.
- e. The Offeror has provided accurate unit price (where required) and total price for each line item.
- f. The Offeror has provided accurate unit price and total price of each of the sub-items it added (if any).
- g. The grand total is accurate.
- h. The currency of all line items has been clearly indicated.
- i. The Offeror has quoted in its own national currency or in the Host Nation currency, Euros. Where multiple currencies including other NATO member states' currencies are quoted, the conditions of Section 3.3.4 are met.
- j. The Offeror has indicated that in accordance with the treaties governing the terms of business with NATO, it excluded from its prices all taxes, duties and customs charges from which the Purchaser has been exempted.
- k. Price quotes for each individual item(s), and totalled prices are accurate and realistic (based on historic data, and/or market and competitive trends in the specified industrial sector(s)).

4.3.1.2 Detailed pricing information has been provided and is adequate, accurate, traceable, and complete.

4.3.1.3 The Price Bid meets requirements for price realism as described below in paragraph 4.3.4.

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

4.3.2 Basis of Price Comparison

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

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

4.3.3 Inconsistencies and discrepancies in bid price.

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

- a. Electronic Submission
- b) Bidding Sheets Total to be Evaluated Bid Price as indicated by the Offeror
- c) Total of the Bid calculated from the indicated Total Prices(s) indicated per CLIN(s)

4.3.4 Price Realism

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

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

- a. Labour Costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the Offerors locality for the types of labour proposed.
- b. Direct Material costs that are considered to be too low for the amounts and types of material proposed, based on prevailing market prices for such material.
- c. Numerous Line Item prices for supplies and services that are provided at no cost or at nominal prices.

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

- a. An error was made in the preparation of the Price Bid. In such a case, the Offeror must document the nature of the error and show background documentation concerning the preparation of the Price Bid that makes a convincing case that a mistake was made by the Offeror. In such a case, the Offeror shall petition the Purchaser to both remain in the competition and accept the Contract at the offered price, or to withdraw from the competition.
- b. The Offeror has a competitive advantage due to prior experience or industrial/technological processes that demonstrably reduce the

costs of Offeror performance and therefore the price offered is realistic. Such an argument must support the technical proposal offered and convincingly and objectively describe the competitive advantage and the net savings achieved by this advantage over standard market practices and technology.

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

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

4.3.4.5 If the Purchaser accepts the Offeror's explanation of mistake in paragraph 4.3.4.3(a) and allows the Offeror to accept the Contract at the offered price, or the Purchaser accepts the Offeror's explanation pursuant to paragraph 4.3.4.3(c) above, the Offeror shall agree that the supporting pricing data submitted with its Bid will be incorporated by reference in the resultant Contract. The Offeror shall agree as a condition of Contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the Contract and that no revisions of proposed prices will be made.

4.3.4.6 If the Offeror presents a convincing rationale pursuant to paragraph 4.3.4.3(b) above, no additional action will be warranted. The Purchaser, however, reserves its right to reject such an argument if the rationale is not compelling or capable of objective analysis. In such a case the Bid may be determined to be non-compliant.

4.4 TECHNICAL CRITERIA

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

4.4.1.1 Compliance of the items against those listed in the Schedule of Supplies and Services and requirements given in Sow Annex A SRS, including identifying suitability of fit form and function alternatives as applicable and matched accordingly.

- 4.4.1.2 Where the Offeror is to provide an alternative product to that stated in the Schedule of Supplies and Services, which matches the requirements and is identified as such, primarily in cases of any obsolescence, the Offeror shall provide manufacturers datasheet for each item of COTS equipment it proposes where this should be a fit form and function alternative to the parts stated in the Schedule of Supplies and Services.

5 ANNEX A – Bidding Sheets

Provided under separate MS Excel Files:

For WP 4

“RFQ-CO-115861-NMI Book I Annex A Bidding Sheets WP4”

For WP 6

“RFQ-CO-115861-NMI Book I Annex A Bidding Sheets WP6”

6 ANNEX B – Bidding Sheets – Instructions

Please see the “Instructions” sheet from the Bidding Sheets Excel file.

7 ANNEX C – CERTIFICATES

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ANNEX C-1

CERTIFICATE OF LEGAL NAME OF BIDDER

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

FULL NAME OF CORPORATION: _____

DIVISION (IF APPLICABLE): _____

SUB DIVISION (IF APPLICABLE): _____

OFFICIAL MAILING ADDRESS: _____

E-MAIL ADDRESS: _____

FAX NO.: _____

BOA NO.: _____

POINT OF CONTACT (POC) REGARDING THIS BID:

NAME: _____

POSITION: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

ALTERNATIVE POC:

NAME: _____

POSITION: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

DATE

SIGNATURE OF AUTHORISED REPRESENTATIVE

PRINTED NAME

TITLE

ANNEX C-2

CERTIFICATE OF INDEPENDENT DETERMINATION

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

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

ANNEX C-3

CERTIFICATE OF BID VALIDITY

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-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 Bid recognises these requirements in total.

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-5

CERTIFICATE OF EXCLUSION OF TAXES, DUTIES AND CHARGES

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-6

ACKNOWLEDGEMENT OF RECEIPT OF RFQ AMENDMENTS

I confirm that the following Amendments to Request for Quotation No RFQ-CO-115861-NMI have been received and the Bid as submitted reflects the content of such Amendments:

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-7

DISCLOSURE OF REQUIREMENTS FOR NCI AGENCY EXECUTION OF SUPPLEMENTAL AGREEMENTS

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

1. All supplemental agreements, defined as agreements, documents and/or permissions outside the body of the Contract but required by 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 Bid.
2. These supplemental agreements are listed as follows:
3. Examples of the terms and conditions of these agreements are attached hereto. The anticipated restrictions to be imposed on NATO, if any, have been identified in our offer along with any potential conflicts with the terms, conditions and specifications of the Prospective Contract, see (*complete, if any*). These anticipated restrictions and potential conflicts are based on our knowledge of and prior experience with such agreements and their implementing regulations. We do not certify that the language or the terms of these agreements will be exactly as we have anticipated.
4. The processing time for these agreements has been calculated into our delivery and performance plans and contingency plans made in the case that there is delay in processing on the part of the issuing government(s), see (*complete, if any*).
5. We recognise that additional supplemental agreements, documents and permissions presented as a condition of Contract performance or MOU signature after our firm would be selected as the successful Offeror may be cause for the NCIA to determine the submitted bid to be non-compliant with the requirements of the RFQ.
6. 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 C-8

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

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

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

ANNEX C-9

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-10

LIST OF PROSPECTIVE SUB-CONTRACTORS/CONSORTIUM MEMBERS

Name and Address of Sub-Contractor, incl. country of origin/registration	Primary Location of Work	Items/Services to be Provided	Estimated Value of Sub-Contract

If no sub-Contractors/consortium members are involved, state this here:

.....

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-11

CERTIFICATE OF AQAP 2110 OR ISO 9001:2015 COMPLIANCE

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-12

Disclosure of Involvement of Former NCI Agency Employment

The Offeror hereby certifies that, in preparing its Bid, 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 Bid:

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

Employee Name	Former NCIA Position	Current Company Position

The 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

ANNEX C-13

Company Compliance with Safeguarding NATO Information Controls Self-Attestation Statement

The security requirements required by the contract’s Special Provisions clause, Basic Safeguarding of Contractor Communication and Information Systems (CIS), shall be implemented for NATO Information on all contractor communication information systems (CIS) that support the performance of this contract.

I, the undersigned, as an authorised representative of
.....(Company Name), certify that by submission of this bid, we assure the Purchaser that we will comply and implement the mandatory security measures in accordance with the Book II Special Provisions, “Basic Safeguarding of Contractor Communication and Information Systems (CIS)” and their mandatory references not later than by Contract Award or as agreed by the Contracting Officer.

I can supply supporting evidence, upon request by the Contracting Officer, by means of a completed System Security Plan* (or extract thereof) and any associated plans of actions developed to describe the Contractor’s CIS where NATO Information associated with the execution and performance of this contract is processed, stored, developed, or transmitted.

Company:

Signature:

Date:

*System Security Plan describes the system components that are included within the system, the environment in which the system operates, how the security requirements are implemented, and the relationships with or connections to other systems.

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

Article 14 PROCUREMENT AND CONTRACTORS

- 14.1 NCI Agency Personnel are required to maintain unquestionable integrity and impartiality in relation to procurements initiated by the NCI Agency.
- 14.2 NCI Agency Personnel shall not disclose any proprietary or contract related information regarding procurement directly or indirectly to any person other than a person authorized by the NCI Agency to receive such information. NCI Agency Personnel shall not disclose any documentation related to a procurement action to any third party without a need to know¹ (e.g., draft statement of work, statement of requirements) unless this is expressly provided under NATO Procurement Regulations or authorized in writing by the Director of Acquisition. During an on-going selection, NCI Agency Personnel shall not disclose any information on the selection procedure unless authorized by the Chairman of the award committee/board. The NCI Agency Personnel concerned will ensure that proper access controls are put in place to prevent disclosure of procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations.
- 14.3 NCI Agency Personnel will not participate in a source selection if an offer has been provided by a friend, family member, a relative, or by a business concern owned, substantially owned, or controlled by him/her or by a friend, family member or a relative. NCI Agency Personnel appointed as part of an evaluation shall report such links to the Director of Acquisition immediately upon becoming aware of it.
- 14.4 Contractors and consultants shall not be allowed to participate in the drafting of the statement of work or in the source selection process unless they and their company/employer will be excluded from competition of the related contract. The same will apply to contractors and consultants involved in the definition and development of requirements.
- 14.5 Contractors will be given specific and coherent statements of work, providing precise explanation of how she/he is going to be employed. Tasks to be performed and minimum qualifications are to be well defined from the start. In addition, supervisors will ensure that contractors do not occupy managerial positions within the Agency.
- 14.6 NCI Agency Personnel shall not enter into authorized commitments in the name of NCI Agency or NATO unless specifically authorized. NCI Agency Personnel must abstain from making promises or commitment to award or amend a contract or otherwise create the appearance of a commitment from the NCI Agency unless properly authorized by the NCI Agency.
- 14.7 NCI Agency Personnel shall not endorse directly or indirectly products from industry. Therefore, NCI Agency Personnel shall not name or make statements endorsing or appearing to endorse products of specific companies.
- 14.8 Industry partners will need to abide with the post-employment measures under this Directive upon submission of their bids / proposals to the NCI Agency. As part of the selection process, industry will be requested to agree with an ethical statement.

15 INDUSTRY INITIATIVES

- 15.1 Industry initiatives may include loans, displays, tests or evaluation of equipment and software, requesting NCI Agency speakers at industry gatherings and conferences, inviting speakers from industry to NCI Agency events, consultancy or studies of technical or organizational issues, etc. These initiatives are usually at no cost to the NCI Agency and take place at a pre-contractual phase or before the development of requirements and specifications. While there are benefits associated with the early involvement of industry in the definition of requirements and specifications, this also raises the potential for unfair treatment of potential competitors.
- 15.2 Industry initiatives which go beyond routine interaction in connection with on-going contracts must be reported to and coordinated by the NCI Agency Acquisition Directorate for approval. Industry initiatives shall be properly documented and governed by written agreements between the NCI Agency and the company concerned where relevant. Such agreements may contain provisions describing the nature of the initiative, the non-disclosure of NCI Agency/NATO information, NCI Agency ownership of any resulting work, the NCI Agency's right to release such work product to future competitors for any follow-on competition or contract, the requirement that any studies must provide non-proprietary solutions and/or an acknowledgement that the participating companies will not receive any preferential treatment in the contracting process.
- 15.3 Any authorized industry initiatives must be conducted in such a way that it does not confer an unfair advantage to the industry concerned or create competitive hurdles for potential competitors.

16 POST EMPLOYMENT MEASURES

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

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

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8 ANNEX D – CLARIFICATION REQUESTS FORMS

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

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

* Amendment required to bid documents as a direct result of the Clarification Request?

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

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

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

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

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

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