

REQUEST FOR QUOTATION
RFQ-CO-115062 -BITR

AUTHORISATION/SERIAL NO.
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1 INTRODUCTION

- 1.1 The purpose of this Request for Quotation (RFQ) is to provide and deliver client devices for the refresh of the Balkans IT to locations in : KFOR Film City (Pristina, Kosovo) and NATO HQ Sa (Sarajevo, Bosnia).
- 1.2 The Participating Countries for this RFQ are listed in paragraph 2.1.5. The Contractor shall provide and implement the performance requirements as set forth in the relevant Statement of Work (Book II Part IV) and in the Schedule of Supplies and Services (Book II Part I) in the manner, and at times and the place, stated in the prospective Contract.
- 1.3 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)** dated 4 July 2019.
- 1.4 The security classification of this RFQ is “NATO UNCLASSIFIED”.
- 1.5 Award of the Contract will be made on a Firm Fixed Price Basis to the lowest priced technically compliant Bidder.
- 1.6 The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein.
- 1.7 The Bidder shall refer to the Purchaser all queries for a resolution of conflicts found in information contained in this document in accordance with the procedures set forth in §2.6 of the Bidding Instructions entitled “Requests for RFQ Clarifications”.
- 1.8 The target date for Contract Award is March 2020 .

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 “Bidder” as used herein refers to a firm, consortium, or joint venture which submits an offer in response to this solicitation.
- 2.1.3 The term “Compliance” as used herein means strict conformity to the requirements and standards specified in this Request for Quote.
- 2.1.4 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 work for NATO.
- 2.1.5 The term “Participating Country” as used herein means one of the contributory NATO nations in the project, namely, (in alphabetical order):

ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, NETHERLANDS, 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 NATO Communications and Information Agency, NCI).
- 2.1.7 The term “Sub-Assembly” as used herein refers to a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes components and/or parts.

2.2 ELIGIBILITY

- 2.2.1 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 None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.
- 2.2.3 No materials or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a Participating Country.
- 2.2.4 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.

- 2.2.5 Bidders are at liberty to constitute themselves into any form of contractual arrangements or legal entity they desire, bearing in mind that in consortium-type arrangements a single judicial personality shall be established to represent that legal entity. A legal entity, such as an individual, Partnership or Corporation, herein referred to as the “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 Bid. Failure to furnish proof of authority shall be a reason for the Bid 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 address given in §2.3.2 **before 10:00 hours (Brussels Time) on Monday 2 March 2020** at which time and date bidding shall be closed.

- 2.3.2 Bids shall be delivered to the following address:

NATO Communications and Information Agency
Postal address:
NATO, Boulevard Leopold III
1110 Brussels

Delivery address:
NATO Industrial Infrastructure
Reception Service1, rue Arthur Maes 1130 Brussels
Belgium
Attention: Mrs Lise Vieux-Rochat

- 2.3.3 Notification of bid shipment shall be sent to Mrs Lise Vieux-Rochat by email Lise.Vieuxrochat@ncia.nato.int and Mrs Maria Huerga by email Maria.Huerga@ncia.nato.int

- 2.3.4 Bids have to be submitted as hard copies and electronic (CD ROM) as further detailed in §3.1.4.

- 2.3.5 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. Such bids will be returned unopened to the Bidder at the Bidder's expense unless the Purchaser can determine that the bid in question meets the criteria for consideration as specified below.

- 2.3.6 Consideration of Late Bid. It is the responsibility of the Bidder to ensure that the

bid submission is duly completed by the specified Bid Closing time. Considering the number and the quality of express delivery services, courier services and special services provided by the national postal systems, a Late Bid shall only be considered for award under the following circumstances:

- (a) A Contract has not already been awarded pursuant to the Request for Quote, and
- (b) the bid was sent to the address specified in the RFQ by ordinary, registered or certified mail not later than five (5) calendar days before the bid closing date and the delay was due solely to the national or international postal system for which the Bidder bears no responsibility (the official postmark for Ordinary and Registered Mail or the date of the receipt for Certified Mail will be used to determine the date of mailing), or
- (c) the bid was hand-carried, or delivered by a private courier service and the Bidder can produce a receipt which demonstrates that the delivery was made to the correct address and received by a member of the NCI Agency and the failure to be received by the Contracting Authority was due to mishandling within the Purchaser's organisation.

2.3.7 A Late Bid which was hand-carried or delivered by a private courier service, for which a proper receipt cannot be produced, cannot be considered for award under any circumstances, nor can Late Bids which bear no postmarks or for which documentary evidence of mailing date cannot be produced.

2.3.8 Bidders are advised that security or other personnel remaining on the premises outside of normal business hours may decline to sign or issue receipts for delivered items. It is therefore of the paramount importance that all deliveries are arranged and scheduled to occur between 09:00 hrs – 16:00 hrs Brussels, Belgium Time during the normal NATO working days.

2.4 REQUESTS FOR EXTENSION OF BID CLOSING DATE

The Purchaser does not accept, except in exceptional cases, Bidder 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 fax or e-mail. Such questions shall be forwarded to the Point of Contact specified in § 2.5 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:

Mrs Lise Vieux-Rochat
E-mail: Lise.Vieuxrochat@ncia.nato.int

NATO Communications and Information Agency
Postal address:
NATO, Boulevard Leopold III
1110 Brussels

Delivery address:
NATO Industrial Infrastructure
Reception Service1, rue Arthur Maes 1130 Brussels
Belgium

2.6 REQUESTS FOR RFQ CLARIFICATIONS

- 2.6.1 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.
- 2.6.2 All questions and requests for clarification must be submitted in writing using the format in Annex E, 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 POC specified in § 2.5 and shall arrive **not later than 7 days after RFQ release 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.
- 2.6.3 Bidders 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.
- 2.6.5 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.

2.7 REQUESTS FOR WAIVERS AND DEVIATIONS

- 2.7.1 Bidders are informed that requests for alteration to, waivers of, or deviations from the Schedules, the Special Contract Provisions, the Technical Specifications, the Statement of Work and any other Terms and Conditions of

the Prospective Contract will not be considered after the closing date and time for Requests for Clarification from bidders.

- 2.7.2 Requests for alterations to the other requirements, terms or conditions of the Request for Quote or the Prospective Contract may only be considered as part of the clarification process set forth in §2.6. 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 QUOTE

- 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 (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 §2.6 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 Bidders 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 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 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 Bidder submitting the modification is determined to be the successful Bidder on the basis of the unmodified bid, the modification may then be opened. If the modification makes the terms of the bid more 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 Bidder on the basis of the bid submitted and disregard the late modification.

2.9.3 A Bidder 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 Bidder must provide an original statement of the firm's decision to withdraw the bid and remove the bid from the Purchaser's premises.

2.9.4 Except as provided in §2.10.4(b), a Bidder may withdraw its bid after Bid Opening only by forfeiture of the Bid Guarantee.

2.10 BID VALIDITY

2.10.1 Bidders shall be bound by the term of their bids for a period of six (6) months starting from the Bid Closing Date specified in §2.3.1.

2.10.2 In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex C-3 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 in §2.10.1. 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 Bidders shall have the right to:

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

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

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

2.11 BID GUARANTEE

2.11.1 The Bidder shall furnish with its Bid a guarantee in an amount equal to Fifty Thousand Euro (€ 50,000). The Bid Guarantee shall be in the form of an irrevocable, unqualified and unconditional bid bond, i.e. Standby Letter of Credit issued by a Belgian banking institution fully governed by Belgian legislation or issued by a non-Belgian financial institution and confirmed by a Belgian banking institution fully governed by Belgian legislation. In the latter case signed original letters from both the issuing institution and the confirming institution must be provided. The confirming Belgian bank shall clearly state that it will guarantee the funds, the drawing against can be made by the NCI Agency at its premises in Belgium. Bid Guarantees shall be made payable to the Treasurer, NATO Communications and Information Agency and its legal successor.

- 2.11.2 “Standby Letter of Credit” as used herein, means a written commitment by a Belgian financial institution either on its own behalf or as a confirmation of the Standby Letter of Credit issued by a non-Belgian bank to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Purchaser of a written demand therefore. Neither the financial institution nor the Bidder can revoke or condition the Standby Letter of Credit. The term “Belgian financial institution” includes non-Belgian financial institutions licensed to operate in Belgium.
- 2.11.3 The format described in Annex F may be used by the issuing financial institution to create a Standby Letter of Credit:
- 2.11.4 If the Bid Closing Date is extended after a Bidder's financial institution has issued a Bid Guarantee, it is the obligation of the Bidder to have such Bid Guarantee (and confirmation, as applicable) extended to reflect the revised Bid Validity date occasioned by such extension.
- 2.11.5 Failure to furnish the required Bid Guarantee in the proper amount, and in the proper form and for the appropriate duration by the Bid Closing Date may be cause for the bid to be determined non-compliant.
- 2.11.6 Bid Guarantees will be returned to Bidders as follows:
- a) to non-compliant Bidders forty-five (45) days after notification by the Purchaser of a non-compliant bid (except where such determination is challenged by the Bidder; in which case the Bid Guarantee will be returned forty-five (45) days after a final determination of non-compliance);
 - b) to all other unsuccessful Bidders within thirty (30) days following the award of the Contract to the successful Bidder;
 - c) to the successful Bidder upon submission of the Performance Guarantee required by the Contract or, if there is no requirement for such a Performance Guarantee, upon contract execution by both parties;
 - d) pursuant to §2.10.4 (b).
- 2.11.7 Bid Guarantees will be covering the full scope of the implementation, including all the optional Work Packages.

2.12 CANCELLATION OF REQUEST FOR QUOTES

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 bid in response to this RFQ.

2.13 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 the Purchaser will rely exclusively on electronic mail to manage all correspondence related to this RFQ, including RFQ amendments and clarifications.

3 BID PREPARATION INSTRUCTIONS

3.1 GENERAL

- 3.1.1 Bidders shall prepare and submit their Bid in accordance with the requirements and format set forth in this RFQ. Compliance with all bid submission requirements is mandatory. Failure to submit a bid in conformance with the stated requirements may result in a determination of non-compliance by the Purchaser and the elimination of the bid from further consideration.
- 3.1.2 Bidders shall prepare a complete bid which comprehensively addresses all requirements stated herein. The Bid shall demonstrate the Bidder's understanding of the 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 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 only will be sufficient grounds for determining the bid to be non-compliant.
- 3.1.4 **Bidders shall prepare their bid in 3 parts in the following quantities**
- | | |
|--------------------------------------|---|
| (a) Administrative Package (Part 1): | 1 Hard copy
1 Electronic: PDF copies of the certificates with physical (nondigital) signatures |
| (b) Price Quotation (Part 2): | 1 Hard copy
1 Electronic: 1 Excel copy on the provided template. |
| (c) Technical Proposal (Part 3): | 1 Electronic: PDF and MS Office formats, limited to what is stated in §3.4.2. |
- 3.1.5 Electronic copies of the required documents shall be stored and delivered in CD-ROM or DVD-ROM media. The three packages shall be stored in separate electronic media and marked as described in §3.5.
- 3.1.6 Documents submitted in accordance with §3.1.4 shall be classified no higher than "NATO UNCLASSIFIED" material.

- 3.1.7 Partial Bids and/or bids containing conditional statements will be declared non-compliant.
- 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 Bidders are advised that the Purchaser reserves the right to incorporate the Bidders 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 PACKAGE (PART 1)

3.2.1 Within the Package the bidder shall include the signed hard copy and electronic copies of the **certifications** – with physical, not electronic signatures - **set forth in Annex C** hereto, specifically:

- (a) C-1 Certificate of Legal Name of Bidder
- (b) C-2 Certificate of Independent
- (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
- (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, Material and Intellectual Property Rights
- (i) C-9 Comprehension and Acceptance of Contract Special Provisions and General Provisions
- (j) C-10 List of Prospective Sub-Contractors / Consortium members
- (k) C-11 Certificate of AQAP 2110 or ISO-9001:2015 compliance.
- (l) C-12 Disclosure of Involvement of Former NCI Agency Employment

- 3.2.2 Concerning Certificate C-10, the Contractor shall identify by name, project role, and country of origin, all sub-contractors whose sub-contract value is expected to equal or exceed EUR 125,000, if any. A list of consortium members shall also be completed and included. If there are no sub- contractors/consortium members involved, the Bidder shall state this separately. **The subcontractors listed in this certificate shall be traceable in the Bidding Sheets.**
- 3.2.3 Concerning Certificate C-7, Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements, Bidders shall note especially the following:
- 3.2.4.1 If supplemental agreements, such as End-User Certificates or Technical Assistance Agreements, are required by national regulations, these must be submitted with the Bidders Bid. Supplemental agreements submitted after the Bid Closing Date shall not be considered.
- 3.2.4.2 The terms of supplemental agreements, if necessary, are the Bidders / Contractors responsibility and shall be totally consistent with the terms of the (Prospective) Contract, and shall not duplicate, negate, or further interpret any provisions of this Contract. The terms of the (Prospective) Contract shall take precedence over the Supplemental Agreement.
- 3.2.4.3 A problem with the supplemental agreement in any of the areas mentioned previously in this provision may result in a determination that the Bid is not compliant with the terms of the RFQ, and in rejection of the Bid, or termination for default of the Contract if the supplemental agreement is submitted after Contract award.
- 3.2.4.4 The Bidder should include a copy of the Technical Proposal Cross-Reference/Compliance Table (see §3.4.4) in the Administrative package, although the table is part of the Technical Proposal.

3.3 PREPARATION OF THE PRICE QUOTATION (PART 2)

- 3.3.1 The Price Quotation shall be prepared and submitted in the form of completed Bidding Sheets in accordance with RFQ Book I, Section 3 and Annexes A and B. No alteration of the form and pre-filled content of the Bidding Sheets is allowed, unless otherwise specified.
- 3.3.2 This package must contain the following documentation and media:
- 3.3.2.1 1 hard copy and 1 Electronic version in Microsoft Excel of the Bidding Sheets as per Book I Annex A.
- 3.3.3 Bidders shall prepare their Price Quotation by completing the yellow highlighted sections of the Bidding Sheets in accordance with the instructions specified in Annex B.

- 3.3.4 Bidders shall quote in their own national currency or in EUR, the host nation currency. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:
- (a) the currency is of a "Participating Country" in the project, and
 - (b) the Bidder can demonstrate, either through sub-contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major sub-contracts and their approximate anticipated value should be listed on a separate sheet and included with the Price Quotation.
- 3.3.5 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.
- 3.3.6 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 C-5.
- 3.3.7 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 2010 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.
- 3.3.8 The Bidder's attention is directed to the fact that their Price Quotation 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.
- 3.3.9 When completing the Bidding Sheets, a unit price and total firm fixed price for each proposed element must be supplied on each CLIN line item **including all options provided for this RFQ**. Prices should not be grouped. The prices and quantities entered on the document shall reflect the amount of the total items required to meet the contractual requirements. Partial quotations shall be rejected. The total price shall be indicated in the appropriate columns and in the currency quoted. If the price of a line item is expressed in different currencies, these shall be

identified, and there shall be as many totals on that line item as there are currencies. In preparing the Price Quotation, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. The accuracy of the inputs of the Bidding Sheets is the responsibility of the Bidder. The Purchaser in its favour may resolve ambiguous computation of prices.

- 3.3.10 The Bidding Sheets shall clearly illustrate the totals per CLIN and the grand total price of the bid in accordance with the format set out in the Annex A of these Bidding Instructions.
- 3.3.11 The Bidder shall furnish firm fixed price quotations, for all proposed items. Partial quotations shall be rejected.
- 3.3.12 The Contractor shall be liable for all other taxes, assessments, fees, licenses, 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.
- 3.3.13 Price Proposals specifying delivery dates exceeding the deadlines for completion of works indicated in the Schedule of Supplies and Services may be declared non-compliant.
- 3.3.14 The Bidder shall identify for each CLIN all significant sub-contractors and provide required information about their prospective sub-contractors whose estimated value of the subcontract is expected to equal or exceed EUR 125,000 using the "List of Prospective Sub-Contractors" form attached to Book I Annex C-10.

3.4 PREPARATION OF THE TECHNICAL PROPOSAL (PART 3)

- 3.4.1 Bidders shall prepare and submit their Technical Proposal in accordance with RFQ Book I, Section 3 with separate documents in PDF or MS Office formats as required, containing all the information addressing the technical specifications and requirements of the **Statement of Work (SOW)**. The Technical Proposal shall have a confirmation that all requirements in SOW Annex A SRS are included in the proposed solution.
- 3.4.2 Specifications sheets. The Bidder shall provide a specifications sheet for each item of COTS component it proposes to provide to satisfy the technical requirements stated in Book II part IV paragraph 9 Section 3 and Annexes A SRS of the SOW.
- 3.4.3 Bidder Qualifications:
- 3.4.3.1 This project aims to acquire hardware, specifically client devices or workstations. All the equipment subject to this BOA competition is to be

TEMPEST certified. The Bidder shall provide 3 examples of being able to deliver in scope and timelines on projects involving a minimum of 400 TEMPEST C and B certified workstations.

- 3.4.3.2 The Bidder shall provide written confirmation that it will deliver the required Workstations along with the relevant TEMPEST certificates, as per the SOW.
- 3.4.3.3 The Bidder shall provide written confirmation of the Warranty length compliance, for the equipment offered.
- 3.4.3.4 The Bidder shall provide written confirmation that it will deliver all requested documentation related to the equipment. Documentation includes, but not limited to COTS manuals, warranty guide, quick start guide and datasheets.

3.4.4 Additional materials such as brochures, sales literature, product endorsements and unrelated technical or descriptive narratives shall not be included in the Technical Proposal. These materials may be included in a separate volume marked as Supplemental Material, but will not be evaluated.

3.5 PACKAGING AND MARKING OF BIDS

3.5.1 All copies of the Administrative Package, Price Quotation and the Technical Proposal shall be segregated and enclosed in separate outer envelopes or packages marked as follows:

- (a) The name and address of the Bidder;
- (b) The words "NATO UNCLASSIFIED";
- (c) The words "SEALED OFFER CO-115062 –BITR"
- (d) The designated RFQ number: "RFQ-CO-115062 –BITR" followed by one of the following identifications as appropriate:
 - "Administrative Package",
 - "Price Quotation",
 - "Technical Proposal".

3.5.2 The separate envelopes or packages shall be placed in an outer container or containers suitable for mailing and shipping and marked with the Purchaser's address. The following legend shall be prominently printed on the top and sides of each container:

"SEALED BID: RFQ-CO-115062 –BITR. NOTIFY ACQ (Lise Vieux-Rochat Ext 8282) UPON RECEIPT!"

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. Failure to address any of the bidding requirements in this RFQ or omission of the critical information may result in a determination of non-compliance for the entire Bid.
- 4.1.2 The evaluation of bids and the determination as to the compliance or technical adequacy of the supplies and services offered will be based only on that information furnished by the Bidder and contained in its bid. The Purchaser shall not be responsible for locating or securing any information which is not included in the bid.
- 4.1.3 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.
- 4.1.4 During the evaluation, the Purchaser may request clarification of the bid from the Bidder, and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the bid and to permit the Bidder to state its intentions regarding certain statements contained therein. The Bidder is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to its price quotation at any time.
- 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 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) dated 4 July 2019.
- 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 two areas: Part 2 - Price, Part 3 - Technical.
- 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 (as per §3.5).
- (c) The Administrative Package contains all the requested signed originals of the required Certificates in 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 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 offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work, the Bidder may be determined to have submitted a non-compliant bid.

4.3 PRICE CRITERIA

4.3.1 The Bidder's Price Quotation

4.3.1.1 The Bidder's Price Quotation will be first assessed for compliance against the standards detailed in the following paragraphs. 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.

4.3.1.2 The Price Quotation meets the requirements for preparation and submission of the Price Quotation set forth in the Bid Preparation Section (§3) and the Instructions for Contractor's Bidding Sheets, in particular:

- a. The Bidder has prepared the Price Proposal in the form of the Bidding Sheets, by completing the yellow highlighted sections in accordance with the instructions specified in the Bidding Sheets under the tab Instructions.
- b. The Bidder has furnished Firm Fixed Prices for all items listed.
- c. All pricing data, i.e., quantities, unit prices, has been provided as reflected in the Bidding Sheets.
- d. Bid prices include all costs for items supplied, delivered, and supported.
- e. All prices have been accurately entered into appropriate columns, and

accurately summed up.

- f. The Bidder has provided accurate unit price, and total price for each line item and sub-item (if any). The prices of the sub-items (if any) total the price of the major item of which they constitute a part.
- g. The totals per CLIN and the bid grand total are accurate.
- h. 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.
- i. 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 §3.3.4 are met.
- j. 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.
- k. Price quotes for each individual item(s) and totalled prices are accurate, realistic (based on historic data, and/or market and competitive trends in the specified industrial sector(s)), adequate and traceable.

4.3.1.3 Price Quotation does not contain any 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.

4.3.1.4 The Price Quotation meets requirements for price realism and balance as described in §4.3.4.

4.3.1.5 Completed Bidding Sheets shall show that the offered delivery schedule meets the mandatory delivery requirements of the Prospective Contract.

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 - Base Contract** in the Bidding Sheets.

4.3.3 Inconsistencies and discrepancies in bid price quotation

- 4.3.3.1 In case of inconsistencies, discrepancies and/or contradictory pricing information in the different parts of the bid price submission and notwithstanding the possibility for the Purchaser, at its sole discretion to obtain clarification from the bidder, for the purpose of determining the total price of the Bid, the following order of precedence shall apply:
- a. Bidding Sheet Total to be Evaluated Bid Price as indicated by the Bidder
 - b. 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 Bidders that submit a price quotation so low that it is not a realistic reflection of the objective cost of performance of the associated technical proposal may be considered by the Purchaser to have submitted an unrealistic offer and that offer may be determined to be non-compliant.
- 4.3.4.2 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 Bidders 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 a Bidder has artificially debased its prices in order to secure contract award, the Purchaser will request clarification of the bid in this regard and the Bidder shall provide explanation on one of the following bases:
- a. An error was made in the preparation of the Price Quotation. In such a case, the Bidder must document the nature of the error and show background documentation concerning the preparation of the Price Quotation that makes a convincing case that a mistake was made by the Bidder. In such a case, the Bidder shall petition the Purchaser to both remain in the competition and accept the Contract at the offered price, or to withdraw from the competition.
 - b. The Bidder has a competitive advantage due to prior experience or industrial/technological processes that demonstrably reduce the costs of Bidder performance and therefore the price offered is realistic. Such an argument must support the technical proposal

offered and convincingly and objectively describe the competitive advantage and the net savings achieved by this advantage over standard market practices and technology.

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

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

4.3.4.5 If the Purchaser accepts the Bidder's explanation of mistake in §4 . 3 . 4 . 3 (a) and allows the Bidder to accept the Contract at the offered price, or the Purchaser accepts the Bidder's explanation pursuant to §4 . 3 . 4 . 3 (c), the Bidder shall agree that the supporting pricing data submitted with its Bid will be incorporated by reference in the resultant Contract. The Bidder shall agree as a condition of Contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the Contract and that no revisions of proposed prices will be made.

4.3.4.6 If the Bidder presents a convincing rationale pursuant to §4 . 3 . 4 . 3 (b), 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 criteria in Table 1 associated with the respective sections of the Technical Proposal.

EVALUATION CRITERIA	RFQ REFERENCE
Has the Bidder submitted a compliant specifications sheet for each item of hardware it proposes to provide in satisfaction of the technical requirements stated in the SOW.	Paragraph 3.4.2 of the Bidding Instructions and Statement of Work
Has the Bidder committed to deliver the hardware from a lead time and shipping conditions in accordance with the requirements of the Bidding Sheets and the SOW	Bidding sheets and Statement of work
Has the Bidder committed to meet the warranty requirements stated in the SOW (minimum 1 year warranty)	Paragraph 6.8 of the Statement of Work
The Bidder has provided a description and proof of successful project delivery of his proposed Integrated Logistics Support concept. This concept comprises adequate organization, resources, and processes to ensure equipment and warranty are delivered as ordered, compliant with the requirements of SOW.	Paragraph 6 of the Statement of Work
Has the Bidder committed to meet the technical documentation requirements stated in the SOW including TEMPEST testing certification.	Chapters 5, 6 and Annex A SRS of the Statement of Work

Table 1 – Criteria for Technical Evaluation

ANNEX A – BIDDING SHEETS

[Provided under separate MS Excel File:
“Book I -2_ RFQ-CO-115062 –BITR .xls”

ANNEX B - INSTRUCTIONS FOR THE PREPARATION OF BIDDING SHEETS

1. Bidders are required, in preparing their Price Quotation to utilise the Bidding Sheets following the instructions detailed in Section 3 – Bid Preparation Instructions and CLIN Bidding sheet instructions within the Bidding sheets itself.
2. Bidders must complete and submit Bidding Sheets with their Price Breakdown per CLIN as found in the “CLIN Summary” tab of Annex A.
3. The prices entered on the Bidding Sheets shall reflect the total items required to meet the contractual requirements.
4. The total price shall be indicated in the appropriate columns and in the currency quoted.
5. The value “Grand Total Firm Fixed Price – Base Contract” found in the Tab “Offer Summary” shall be the price of the base Contract.
6. If the price of a CLIN is expressed in different currencies, these shall be identified, and there shall be as many bidding sheets for that CLIN as there are currencies.
7. In preparing the Price Quotation, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. Pricing for lower level items shall add to the total for the Sub-CLINs, and the Sub-CLIN totals shall add to the CLIN total. The Purchaser in its favour may resolve ambiguous computation of prices. The bidder shall identify the sub-CLIN, per line item, in the detailed bidding sheet tabs, i.e. Labour, Materiel, Travel and Other Direct Costs that are being priced.
8. Prices shall not include any provision for taxes or duties for which the Purchaser is exempt.
9. Bidders shall not introduce any changes or deviations to the Schedule of Supplies and Services as Published by the Purchaser, unless otherwise specified.

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: _____

TELEFAX No: _____

POINT OF CONTACT REGARDING THIS BID:

NAME: _____
POSITION: _____
TELEPHONE: _____

ALTERNATIVE POINT OF CONTACT:

NAME: _____
POSITION: _____
TELEPHONE: _____

Date

Signature of Authorised Representative

Printed Name

Title

Company

ANNEX C-2

CERTIFICATE OF INDEPENDENT DETERMINATION

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

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 Bid will remain valid for a period of six (6) months from the Bid Closing Date of this Request for Quote.

.....
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 Quote (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 quotation 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 Quote No RFQ-CO-115062 – BITR have been received and the Bid as submitted reflects the content of such Amendments:

Amendment Number	Date Issued	Date of Receipt

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

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

ANNEX C-9

COMPREHENSION AND ACCEPTANCE OF CONTRACT SPECIAL PROVISIONS AND GENERAL PROVISIONS

The Bidder hereby certifies that it has reviewed the Contract Special and General Provisions set forth in the Prospective Contract, Book II of this Request for Quote. 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 offer 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 Request for Quote.

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

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

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

- Have not held employment with NCI Agency within the last two years.
- Has obtained a signed statement from the former NCI Agency personnel below, who departed the NCI Agency within the last two years, that they were not previously involved in the project under competition (as defined in the extract of the NCI Agency Code of Conduct provided in Excerpt of NCI Agency AD. 05.00, Code of Conduct dated May 2017):

Employee Name	Former NCIA Position	Current Company Position

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

Date :

Signature :

Name & Title :

Company :

Bid Reference :

Excerpt of NCI Agency AD. 05.00, NCIA 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

- 17.1 The NCI Agency will not offer employment contracts to former NCI Agency Personnel who departed less than 2 years earlier, unless prior approval by the General Manager has been received.
- 17.2 Former NCI Agency Personnel will not be accepted as consultants or commercial counterpart for two (2) years after finalization of their employment at NCI Agency, unless the General Manager decides otherwise in the interest of the Agency and as long as NATO rules on double remuneration are observed. Such decision shall be recorded in writing. Commercial counterparts include owners or majority shareholders, key account managers, or staff member, agent or consultant of a company and/or subcontractors seeking business at any tier with the NCI Agency in relation to a procurement action in which the departing NCI Agency staff member was involved when 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.

- 17.3 In addition to Section 17.2 above, former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above are prohibited during twelve months following the end of their employment with the NCI Agency to engaging in negotiations, representational communications and/or advisory activities with the NCI Agency on behalf of a private entity, unless this has been agreed in advance by the NCI Agency General Manager and notified to the ASB.
- 17.4 NCI Agency Personnel leaving the Agency shall not contact their former colleagues in view of obtaining any information or documentation about procurement activities not yet authorized' release. NCI Agency Personnel shall immediately report such contacts to the Director of Acquisition.
- 17.5 The ASB Chairman will be the approving authority upon recommendation by the Legal Adviser when the NCI Agency Personnel concerned by the above is the NCI Agency General Manager and will notify the ASB.
- 17.6 NCI Agency Personnel leaving the Agency shall sign a statement that they are aware of the post-employment measures set out in this Directive.
- 17.7 The post-employment measures set out in this Directive shall be reflected in the NCI Agency procurement documents, such as RFQs, and contract provisions.

ANNEX D – Cross-Reference / Compliance Table

Bidders shall complete column “BID REFERENCE” with Bid references that locate the technical proposal documentation required by the RFQ, e.g. section, paragraph, table (*if applicable*), page number etc. One copy each of the duly completed Cross Reference/ Compliance Table is to be included in the Bid Technical Proposal Package. The Bid shall follow the instructions in paragraph 3.4, and will be evaluated according to the instructions in paragraph 4.4.

Bidding Instructions Requirement Ref.	SOW Requirement Ref.	REQUIREMENT DESCRIPTION	BID REFERENCE
3.4.5	9 ANNEX A SRS in SOW	Compliance with Requirements The Bidder shall have provided a Requirements Traceability Matrix to reflect the equipment offered along with a specification sheet of components in their solution to satisfy the requirements in the SOW Annex A SRS.	<i>Bidder to complete</i>
3.4.3	Overall SOW	Bidder Qualifications The Bidder shall have provided the Qualifications as described in 3.4.3.	<i>Bidder to complete</i>
Annex A, 3.4.3	paragraph 6 in SOW	Constraint on Equipment delivery lead time The Bidder shall have a Proposal which allows the delivery of all requested equipment, in parameters specified in the SOW, within the requested lead times. Requested lead times are displayed in Annex A Bidding sheets. The Bidder shall provide examples of similar successful project deliveries as described in 3.4.3	<i>Bidder to complete</i>

ANNEX E – Clarification Request Forms

INSERT COMPANY NAME

HERE INSERT SUBMISSION

DATE HERE

ADMINISTRATION or CONTRACTING					
Serial Nr	RFQ Book	RFQ Section Ref	QUESTION	ANSWER	Status
A.1					
A.2					
A.3					

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

PRICE					
Serial Nr	RFQ Book	RFQ Section Ref.	QUESTION	ANSWER	Status
P.1					
P.2					
P.3					

INSERT COMPANY NAME

HERE INSERT SUBMISSION

DATE HERE

TECHNICAL					
Serial Nr	RFQ Book	RFQ Section Ref.	QUESTION	ANSWER	Status
T.1					
T.2					
T.3					

ANNEX F – Standby Letter of Credit

Standby Letter of Credit Number:

Issue Date: _____

Beneficiary: NATO Communications and Information Agency
(NCIA Agency) or its legal successor,
Financial Management Unit
Boulevard Leopold III, B-1110, Brussels
Belgium

Expiry Date: _____

1. We, (issuing bank) hereby establish in your favour our irrevocable standby letter of credit number {number} by order and for the account of (NAME AND ADDRESS OF BIDDER) in the original amount of € 50,000.00 (Fifty Thousand Euro). We are advised this Guarantee fulfils a requirement under Request for Quote RFQ-CO-115062 –BITR dated _____.

2. Funds under this standby letter of credit are available to you upon first demand and without question or delay against presentation of a certificate from the NCI Agency Contracting Officer that:

a) (NAME OF BIDDER) has submitted a Bid and, after Bid Closing Date (including extensions thereto) and prior to the selection of the lowest priced, technically compliant Bid, has withdrawn its Bid, or stated that it does not consider its Bid valid or agree to be bound by its Bid, or

b) (NAME OF BIDDER) has submitted a Bid determined by the Agency to be the lowest priced, technically compliant Bid, but (NAME OF BIDDER) has declined to execute the contract offered by the Agency, such contract being consistent with the terms of the Request for Quote, or

c) The NCI Agency or its legal successor has offered (NAME OF BIDDER) the contract for execution but (NAME OF BIDDER) has been unable to demonstrate compliance with the security requirements of the contract within a reasonable time, or

d) The NCI Agency or its legal successor has entered into the contract with (NAME OF BIDDER) but (NAME OF BIDDER) has been unable or unwilling to provide the Performance Guarantee required under the terms of the contract within the time frame required.

3. This Letter of Credit is effective the date hereof and shall expire at our office located at (Bank Address) on _____. All demands for payment must be made prior to the expiry date.

4. It is a condition of this letter of credit that the expiry date will be automatically extended without amendment for a period of sixty (60) calendar days from the current or any successive expiry date unless at least thirty (30) calendar days prior to the then current expiry date the NCI Agency Contracting Officer notifies us that the Letter of Credit is not required to be extended or is required to be extended for a shorter duration.

5. We may terminate this letter of credit at any time upon sixty (60) calendar days notice furnished to both (NAME OF BIDDER) and the NCI Agency or its legal successor by registered mail.

6. In the event we (the issuing bank) notify you that we elect not to extend the expiry date in accordance with paragraph 4 above, or, at any time, to terminate the letter of credit, funds under this credit will be available to you without question or delay against presentation of a certificate signed by the NCI Agency Contracting Officer which states

“The NCI Agency or its legal successor has been notified by {issuing bank} of its election not to automatically extend the expiry date of letter of credit number {number} dated {date} pursuant to the automatic renewal clause (or to terminate the letter of credit). As of the date of this certificate, no suitable replacement letter of credit, or equivalent financial guarantee has been received by the NCI Agency or its legal successor from, or on behalf of (NAME OF BIDDER), and the NCI Agency or its legal successor, as beneficiary, hereby draws on the standby letter of credit number _____ in the amount of € (Amount up to the maximum available under the LOC), such funds to be transferred to the account of the Beneficiary number _____ (to be identified when certificate is presented).”

Such certificate shall be accompanied by the original of this letter of credit and a copy of the letter from the issuing bank that it elects not to automatically extend the standby letter of credit, or terminating the letter of credit.

7. The Beneficiary may not present the certificate described in paragraph 6 above until 20 (twenty) calendar days prior to a) the date of expiration of the letter of credit should {issuing bank} elect not to automatically extend the expiration date of the letter of credit, b) the date of termination of the letter of credit if {issuing bank} notifies the Beneficiary that the letter of credit is to be terminated in accordance with paragraph 6 above.

8. Multiple partial drawings are allowed to the maximum value of this letter of credit.

9. Drafts drawn hereunder must be marked, “Drawn under {issuing bank} Letter of Credit No. {number}” and indicate the date hereof.

10. This letter of credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein (except the International Standby Practices (ISP 98) hereinafter defined) or in which this letter of credit is

referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

11. We hereby engage with you that drafts drawn under and in compliance with the terms of this letter of credit will be duly honored upon presentation of documents to us on or before the expiration date of this letter of credit.

12. This Letter of Credit is subject to The International Standby Practices-ISP98 (1998 Publication) International Chamber of Commerce Publication No.590.