

To: Prospective Bidders

Amendment 3 to RFQ-CO-115268-AFAP

Subject: **RFQ-CO-115268-AFAP: Passive Network Structured Cabling for the Technical Facilities at the NCI Agency The Hague**

Reference(s):
A. AC/4-D/2261 (1996 Edition)
B. AC/4-D(2019)0004 (INV) dated 12 July 2019
C. C-M(2002)49 – NATO Security Policy
D. AC/4 (PP)D/27701-ADD5
E. Issuance of RFQ-CO-115268-AFAP dated 24 September 2020
F. Issuance of RFQ-CO-115268-AFAP Amendment 1 dated 06 October 2020
G. Issuance of RFQ-CO-115268-AFAP Amendment 2 dated 12 October 2020

Dear Sir/Madam,

1. The purpose of this Amendment 3 to RFQ-CO-115268-AFAP is to inform all Prospective Bidders that the Bid Closing Date has been extended to 6 November 2020, 12:00 hours Brussels local time.
2. As a result of 1 above, the following RFQ document has been revised:
 - a. 02_RFQ-CO-115268-AFAP Book I – Bidding Instructions, paragraph 2.3 “Bid Delivery and Bid Closing”
3. By virtue of this RFQ Amendment 3, 2.a above replace and supersede any previous version issued in the context of RFQ-CO-115268-AFAP.
4. All other documents remain unchanged in this Amendment.
5. The NCI Agency point of contact for all information concerning this RFQ is Ms. Natalia Wojciak, who may be reached at RFQ-CO-115268-AFAP@ncia.nato.int.
6. The reference for the RFQ is **RFQ-CO-115268-AFAP**, and all correspondence concerning this RFQ shall reference this number.
7. **THE CLOSING TIME FOR SUBMISSION OF BIDS IN RESPONSE TO THIS REQUEST FOR QUOTE IS EXTENDED TO 12:00 HOURS (BRUSSELS LOCAL TIME) ON 06 NOVEMBER 2020.**

For the Director of Acquisition



Ijeoma Ike-Meertens
Principal Contracting Officer (Acting)

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

BOOK I

BIDDING INSTRUCTIONS

**RFQ-CO-115268-AFAP
Amendment 3**

**Provision of Passive Network Structured Cabling for the
Technical Facilities at the NCI Agency The Hague**

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SECTION I – INTRODUCTION

1.1. PURPOSE

1.1.1. The purpose of this Request for Quote (RFQ) is to establish a Contract for the provision of a Structured Cabling System, also referred to as the Passive Network Infrastructure (PNWI), into specialised technical areas in the refurbished NCI Agency building in The Hague (The Netherlands). The horizontal and vertical Structured Cabling System (PNWI) provided during building construction shall be complemented by the specific Structured Cabling needs (PNWI) provided to the special areas of the Main Equipment Room (MER - a small datacentre) and the Laboratories which are in the scope of the RFQ. Successful implementation of the new Structured Cabling System (PNWI) and its integration with the existing cabling system requires certified installers who can provide long term warranty and maintenance of the installation.

1.2. RFQ PROCEDURE

1.2.1. This solicitation is a Request for Quote (RFQ) and 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).

1.2.2. Award of a Contract pursuant to this RFQ will be made to the firm that has offered the lowest evaluated price and has been determined to be technically compliant with the requirements of the RFQ in accordance with the evaluation criteria. The Bid evaluation criteria and the detailed evaluation procedure are described in Section IV of these Bidding Instructions.

1.2.3. This RFQ will not be the subject of a public Bid opening.

1.2.4. Award of the resulting Contract will be made on a firm fixed price basis.

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

1.2.6. A single contract will be placed with one Contractor. No partial bidding shall be allowed.

1.3. SECURITY

1.3.1. The security classification of the RFQ documentation is “NATO UNCLASSIFIED”.

1.3.2. All Contractor and Sub-Contractor personnel working under the prospective Contract at Purchaser facilities shall have a security clearance of “NATO SECRET” confirmed to the Purchaser by the relevant National Security Authority. Contractor personnel without such a clearance will be denied access to the Purchaser’s facilities. Denial of such access by the Purchaser may not be used by the prospective Contractor as the basis for a claim of adjustment or an extension of the schedule, nor can the denial of access be considered a mitigating circumstance in the case of an assessment of Liquidated Damages

or a determination of Termination for Default by the Purchaser under the prospective Contract.

- 1.3.3.** Bidders are advised that Contract signature will not be delayed in order to allow the processing of security clearances for personnel and, should the otherwise successful Bidder not be in a position to accept the offered Contract within a reasonable period of time, due to the fact that its personnel, or those of prospective subcontractors, do not possess the appropriate security clearance(s), the Purchaser may determine the Bidder's Offer to be non-compliant and offer the Contract to the next ranking Bidder.
- 1.3.4.** Bidders are informed that the Prospective Contractor shall conform to the above requirements at the time of Contract Award.

SECTION II - 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 "Bidder" 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 Invitation for Bid.
- 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 30 NATO Member Nations, 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, NCIA).
- 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, or firms which have been nominated by their respective National Responsible Authority, 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 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.

2.3 BID DELIVERY AND BID CLOSING

2.3.1 All Bids shall be in the possession of the Purchaser at the e-mail address provided in paragraph 2.5 **no later than 1200 hours / 12:00 pm (Brussels Time) on 06 November 2020** at which time and date bidding shall be closed.

2.3.2 Bids shall be delivered to the following e-mail address:

RFQ-CO-115268-AFAP@ncia.nato.int

2.3.3 Late Bids

2.3.3.1 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 remain unopened unless the Purchaser can determine that the Bid in question meets the criteria for consideration as specified below.

2.3.3.2 Consideration of Late Bid – The Purchaser considers that it is the responsibility of the Bidder to ensure that the Bid submission arrives by the specified Bid Closing time. A late Bid shall only be considered for award under the following circumstances:

- 2.3.3.2.1** A Contract has not already been awarded pursuant to the Request for Quote, and;
- 2.3.3.2.2** The Bid was sent to the email address specified in the RFQ and the delay was solely the fault of the Purchaser.
- 2.3.4** It is the responsibility of the Bidder to ensure that the Bid submission is duly completed by the specified Bid Closing time and date. If a Bid 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 Bidder that the Bid will be rejected unless the Bidder provides clear and convincing evidence:
- 2.3.4.1** Of the content of the Bid as originally submitted; and,
- 2.3.4.2** That the unreadable condition of the Bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.

2.4 REQUESTS FOR EXTENSION OF BID CLOSING DATE

- 2.4.1** The Purchaser does not accept, except in exceptional cases, Bidder requests to extend the Bid Closing Date. In any event, all requests for an extension of the Bid Closing Date must be submitted in writing by e-mail to the Point of Contact specified in paragraph 2.5 below and shall arrive not later than 7 (seven) 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

- 2.5.1** The Purchaser Points of Contact (POC) for all information concerning this RFQ is: Ms. Natalia Wojciak, RFQ-CO-115268-AFAP@ncia.nato.int

2.6 REQUEST 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 appropriate Clarification Requests Form in Annex D. All questions and requests must reference the Section(s) in the RFQ subject for clarifications. The questions and/or requests shall be submitted to the point of contact specified in paragraph 2.5 above and shall arrive not later than seven (7) calendar days prior to the stated "Bid Closing Date". The Purchaser is under no obligation to answer questions submitted after this time.
- 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 in accordance with the provisions of paragraph 2.8 below.

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 General Contract Provisions, 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 Invitation for Bid 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 INVITATION FOR BID

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 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.
- 2.9.3** 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.
- 2.9.4** 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.
- 2.9.5** 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.

2.10 BID VALIDITY

- 2.10.1** Bidders shall be bound by the term of their Bids for a period of twelve (12) 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 Bidder 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 Bidders shall have the right to:
- 2.10.4.1** 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
- 2.10.4.2** 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 In light of the urgency of the requirement and the administrative time necessary for the Bidders' to obtain a Bid Guarantee, for the purpose of submission of bids in response to this RFQ, the Purchaser voids any requirement for a Bid Guarantee.

2.12 CANCELLATION OF REQUEST FOR QUOTES

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

2.13 ELECTRONIC TRANSMISSION OF INFORMATION AND DATA

2.13.1 The Purchaser will endeavour to communicate answers to requests for clarification and amendments to this RFQ to the prospective bidders by the fastest means possible, through the use of e-mail. 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.

SECTION III - BID PREPARATION INSTRUCTIONS

3.1. GENERAL

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

3.1.2. Bidders shall prepare a complete Bid which comprehensively addresses all requirements stated herein. The Bid shall demonstrate the Bidder's understanding of the RFQ and its ability to provide all the deliverables and services listed in the Schedule of Supplies and Services.

3.1.3. Partial Bids and/or Bids containing conditional statements will be declared non-compliant.

3.1.4. Bidders shall not restate the RFQ requirements in confirmatory terms only. Bids shall provide the level of detail necessary for the Purchaser to make an objective assessment of what is being offered and whether such offer meets the requirements of the Contract. Bidders are admonished that Bids that fail to provide such a level of detail or that address salient aspects of the RFQ in a cursory manner **may be declared non-compliant** without recourse to further clarification.

3.2. BID MARKING

3.2.1. The proposal shall be sent in one e-mail to the Bid Delivery email address specified in section 2.5.

3.2.2. This e-mail shall have the following subject line:

3.2.2.1. 115268-AFAP Official Bid for Company Name

3.3. BID CONTENT

3.3.1. The complete bid submission shall consist of three (3) parts as follows:

3.3.1.1. **Part 1 – Bid Administration:** The Administrative volume shall contain one (1) scanned PDF copy of signed originals of the prescribed Certifications. All of the required contents are detailed in Section 3.4.

3.3.1.2. **Part 2 - Price Quotation:** The Price Quotation volume shall contain one (1) electronic copy in Microsoft Excel (readable and searchable) of the completed Bidding Sheets and one (1) PDF copy of the completed Bidding Sheets. All of the required contents are detailed in Section 3.5.

3.3.1.3. **Part 3 - Technical Proposal:** The Technical volume shall contain the Technical Proposal in PDF. All documents and drawings contained in the Technical Proposal shall be readable and searchable. All of the required contents are detailed in Section 3.6.

3.3.2. The email shall therefore include three files, one for each part, with the following names:

3.3.2.1. Part I: 115268-AFAP Official Bid for Company Name, Part I – Bid Admin

3.3.2.2. Part II: 115268-AFAP Official Bid for Company Name, Part II – Price

3.3.2.3. Part III: 115268-AFAP Official Bid for Company Name, Part III – Technical

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

- 115268-AFAP Official Bid for Generic, Part I – Bid Admin

Or

- 115268-AFAP Official Bid for GCTR, Part I – Bid Admin

3.3.4. The email submitted shall be less than 20MB.

3.4. PREPARATION OF PART 1 – BID ADMINISTRATION

3.4.1. The Bidder shall submit a PDF copy of the Certificates in Annex C to these Bidding Instructions, signed in the original, in particular:

(a) C-1 Certificate of Legal Name of Bidder

(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 Contract General Provisions
- (j) C-10 List of Prospective Sub-Contractors / Consortium members
- (k) C-11 Certificate of AQAP 2110 or ISO-9001:2008 Compliance. The Bidder 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

3.4.2. Concerning Certificate C-10, the Contractor shall identify by name, project role, and country of origin, all sub-contractors, 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.

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

3.4.3.1. 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.

3.4.3.2. 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.

3.4.3.3. 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

3.5. PREPARATION OF PART 2 - PRICE QUOTATION

- 3.5.1.** Bidders shall prepare their Price Quotation by completing the yellow highlighted sections of the Bidding Sheets.
- 3.5.2.** The structure of the Bidding Sheets shall not be changed nor should any quantity or item description in the Bidding Sheets. The currency of each line item and sub-item shall be shown.
- 3.5.3.** The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the RFQ documentation including but not limited to those expressed in the SOW.
- 3.5.4.** Bidders shall furnish Firm Fixed Prices for all required items in accordance with the format set forth in the Instructions for preparation of the Bidding Sheets.
- 3.5.5.** Offered prices shall not be "conditional" in nature. Any comments supplied in the Bidding Sheets which are conditional in nature, relative to the offered prices, may result in a determination that the bid is non-compliant. Partial Bids will not be considered.
- 3.5.6.** Bidders are responsible for the accuracy of their Price Quotations. Price Quotations that have apparent computational errors may have such errors resolved in the Purchaser's favour or, in the case of gross omissions, inconsistencies or errors, may be determined to be non-compliant.
- 3.5.7.** 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.
- 3.5.8.** The Purchaser, by virtue of his 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, certifies that the prices stipulated in this Contract do not include amounts to cover such direct taxes or customs duties
- 3.5.9.** The Contractor shall be responsible for ensuring that his respective Sub-contractors are aware that the Purchaser is exempt from taxes and customs duties. The Contractor (and his 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 informed that the Purchaser, by virtue of his status is exempt from VAT Article 42 §3 & 3° of VAT Code for Belgium, or Article 151, §1 b of the Council Directive 2006/112 EC dd. 28 November 2006 on intra-community purchases and/or services. Bidders shall therefore exclude from their Price Quotation all taxes, duties and customs charges from which the Purchaser is exempted by international agreement. Bidders are reminded of the requirement to complete the certification to this effect in Annex C-5.

- 3.5.10.** Unless otherwise specified in the instructions for the preparation of bidding sheets, all prices quoted in the proposal shall be DDP (Delivered Duty Paid) to specified destination, in accordance with the International Chamber of Commerce INCOTERMS 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.
- 3.5.11.** The Bidder's attention is directed to the fact that Price Quotation shall contain no document and/or information other than the priced copies of the Bidding Sheets. 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.
- 3.5.12.** When completing the Bidding Sheets, a price for each specified element needs to be supplied on each sub-CLIN. Prices should not be grouped. The prices and quantities entered on the document shall reflect the total items required to meet the contractual requirements. The total price shall be indicated in the appropriate columns and in the currency quoted. If the price of a line item is expressed in different currencies, these shall be identified, and there shall be as many totals on that line item as there are currencies. In preparing the Price Quotation, 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.
- 3.5.13.** The Contractor shall be liable for all other taxes, assessments, fees, licences, administrative charges or other Government assessments or charges which are applicable to the performance of this Contract. It is the Contractor's responsibility to inform himself of his liability in each country where such liability may arise.
- 3.5.14.** The Purchaser reserves the right to request additional price details, from the apparent winner, during the pre-contract award phase.

3.6. TECHNICAL PROPOSAL

- 3.6.1.** Bidders shall demonstrate a detailed understanding of the objectives as well as of operational and technical requirements as defined in the RFQ. Bidders shall prepare and submit a Technical Proposal that shall present their proposal for each of the following areas:
- a. Table of Contents
 - b. Executive Summary

- c. Section 1 - Project Manager and Technical Lead
- d. Section 2 - Preliminary Project Implementation Plan (PIP)
 - i. PIP Section 1 Project Management (PM) and Control
 - ii. PIP Section 2 System Engineering and Design
 - iii. PIP Section 3 Quality Assurance (QA)
 - iv. PIP Section 4 Logistics
 - v. PIP Section 5 Test and Final Acceptance
 - vi. PIP Section 6 Risk Management

3.6.2. Bidders shall include only material relating to the Table of Contents, Executive Summary and the Sections 1 through 2 above in the Technical Proposal. 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 separately but must not be labelled as the Technical Proposal.

3.6.3. Table of Contents: Bidders shall demonstrate a detailed understanding of the technical requirements. Bidders shall compile a detailed Table of Contents that lists not only the Section Headings but also the major sub-sections, and topic headings required set forth in these Instructions or implicit in the organisation of the Technical Proposal.

3.6.4. Executive Summary (1-page limit): Bidders shall provide an overview of the salient features of their technical proposal in the form of an executive summary.

- a. This summary shall provide a general description of the major points contained in each of the required sections of the Technical Proposal and shall demonstrate the Bidder's comprehension of the RFQ requirements, their constraints, implementation environment and the problems and risks of project implementation.
- b. The Bidder shall discuss not only how the proposal meets the requirements but also how the Bidder intends to overcome the problems and mitigate the risks.

3.6.5. Section 1: Project Manager and Technical Lead

- a. The Bidder shall provide evidence that the Proposed Project Manager is an experienced senior individual with demonstrated capability in managing a project of this scope (i.e. installing pathways, or copper and fiber optic communications systems as appropriate).
- b. The Bidder shall also demonstrate that the Technical Lead is an

experienced IT specialist who has experience with installing pathways, or copper and fiber optic communications systems as appropriate.

- c. The Bidder shall provide resumes and backgrounds for the Proposed Project Manager and Technical Lead that will be involved in this specific project including those responsible for field supervision, quality assurance, and safety. Resumes shall include professional histories, references, training, licenses, and any certifications held. Any subsequent changes from these personnel shall only be allowed once the changes are agreed upon between contractor and Purchaser. Each resumes shall be limited to five pages.

3.6.6. Section 2: Preliminary Project Implementation Plan (PIP) The Preliminary PIP shall provide detailed descriptions of how the proposed move implementation will meet each of the specific requirements of the RFQ.

- a. PIP Section 1: Project Management and Control Plan (PMCP) (5-page limit):
 - i. The Bidder shall develop a preliminary Project Management and Control Plan (PMCP) in accordance with the Statement of Work of the Prospective Contract. This plan shall identify the significant tasks required to be accomplished and the items to be delivered in the execution of the Contract.
 - ii. The Contractor shall also develop a preliminary Project Master Schedule (PMS) in accordance with the Statement of Work of the Prospective Contract that shall contain all Contract events and milestones. The PMS shall be limited to five pages.
 - iii. The Bidder shall demonstrate the realism of approach to accomplish the work within the time schedule defined in the RFQ.
 - iv. The Bidder shall not alter or amend the dates for Milestones as stated in the Bidding Sheets.
 - v. The Bidder shall demonstrate that they have taken into account the constraints of the implementation environment and reflect this understanding in his draft preliminary PMCP.
- b. PIP Section 2: System Engineering and Design (10-page limit)
 - i. The Bidder shall provide information as to convincingly demonstrate that it will meet the safety and security requirements, as well as functional and technical requirements as set forth in the SOW and its Annexes and

the terms and conditions of the Prospective Contract.

- ii. The Bidder shall provide detailed descriptions of how he shall meet each of the specific performance requirements.
 - iii. The Bidder shall take into account any constraints of the site(s) in its technical proposal.
 - iv. The Bidder shall furnish additional drawings, diagrams and specifications, as required.
 - v. The Bidder shall demonstrate and confirm that any hardware to be procured in accordance with this RFQ meets the hardware specifications as defined in the Prospective Contract.
 - vi. The document shall be limited to ten pages.
- c. PIP Section 3: Quality Assurance (QA) (10-page limit)**
- i. The Bidder shall provide information sufficient to demonstrate that the Quality Assurance and Quality Control (QA/QC) Programme meets the requirements of the Prospective Contract. The Bidder shall provide certification confirming that the Quality Programme meets the equivalent national and/or international standards.
 - ii. The proposed Quality Assurance Plan shall show how procedures are developed, implemented and maintained to adequately control the integration, installation, inspection, testing, and customer support of all services and all products (both management products and specialist products), in accordance with the requirements of this Contract.
 - iii. The proposed QA Plan shall describe the quality criteria that will be applied to each of the deliverables under this contract including the documentation.
- d. PIP Section 4: Logistics (5-page limit)**
- i. The Bidder shall provide details of how it will organise and complete the tasks as required in Section 4 of the SOW.
- e. PIP Section 5: Test and Evaluation (10-page limit)**
- i. The Bidder shall describe his approach to the development of test and evaluation documentation.
 - ii. The Bidder shall identify his proposed test organisation and provide a preliminary Test and Evaluation plan by WP for the

allocation of personnel and the timeline for the Test activities set forth as requirements in the Prospective Contract.

- iii. If there are elements of the System that are proposed to be submitted on the basis of a Certificate of Conformity (CoC), based on prior test and qualification, the Bidder shall provide a summary of the particulars, and especially the dates of the prior tests and for whom the testing was executed.
 - iv. The Bidder shall describe how the proposed CoC or request for exemption of testing based on prior qualification will be processed from the QA and CM aspects.
- f. PIP Section 6: Risk Management (5-page limit)
- i. In order to demonstrate overall comprehension of the requirements set forth in the Prospective Contract, the Bidder shall provide a description of its Risk Assessment and Management methodology defining its strategy for risk management to meet the requirements of the Prospective Contract.

SECTION IV - BID EVALUATION

4.1. GENERAL

- 4.1.1. The evaluation of Bids will be made by the Purchaser solely on the basis of the requirements in this 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 Bidder and contained in its Bid. The Purchaser shall not be responsible for locating or securing any information which is not included in the Bid.
- 4.1.3. To ensure that sufficient information is available, the Bidder shall furnish with its Bid all information appropriate to provide a complete description of the work which will be performed and/or the supplies to be delivered. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this 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 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).
- 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 email by the Bid Closing Date and Time,
 - (b) The Bid was marked properly,
 - (c) The Administrative Envelope contains a PDF copy of all the prescribed Certificates in Annex C to these Bidding Instructions, signed in the original.
- 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 Technical or Price 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, the Bidder may be determined to have submitted a non-compliant Bid.

4.3. PRICE CRITERIA

- 4.3.1. The Bidder's Price Quotation will be assessed for compliance against the following standards:
 - 4.3.1.1. The Price Quotation meets the requirements for preparation and submission of the Price Quotation set forth in the Bid Preparation Section and the Instructions for Contractor's Bidding Sheets, in particular:

- a. Compliance with the requirements for preparation and submission of the Price Quotation set forth in the Bid Preparation Section (Book I, Section III) and Instructions for Contractor's Bidding Sheets (Annex B hereto).
 - 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 totalled.
 - f. The Bidder has provided accurate unit price (where required) and total price for each line item.
 - g. The Bidder has provided accurate unit price and total price of each of the sub-items it added (if any).
 - h. The grand total is accurate.
 - i. The currency of all line items has been clearly indicated.
 - j. The Bidder has quoted in its own national currency or in the Host Nation currency, Euros. Where multiple currencies including other NATO member states' currencies are quoted, the conditions of Section III, are met.
 - k. 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.
 - l. 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 Quotation meets requirements for price realism as described below in paragraph 4.3.3.
- 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 (including Option CLINs) in the Bidding Sheets.

4.3.3. Price Realism

4.3.3.1. 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.

4.3.3.2. 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.

4.3.3.3. 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.

- 4.3.3.4.** 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.
- 4.3.3.5.** If the Purchaser accepts the Bidder's explanation of mistake in paragraph 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 paragraph 4.3.4.3(c) above, the Bidder shall agree that the supporting pricing data submitted with its Bid will be incorporated by reference in the resultant Contract. The Bidder shall agree as a condition of Contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the Contract and that no revisions of proposed prices will be made.
- 4.3.3.6.** If the Bidder 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 requirements for preparation and submission of the Technical Proposal set forth in the Bid Preparation Section (Book I, Section III).

4.5. CONTRACT AWARD

- 4.5.1.** The contract resulting from this RFQ will be awarded to the Bidder whose offer, as evaluated by the Purchaser, is the lowest priced bid in compliance with the requirements of this RFQ.
- 4.5.2.** Bidders that are determined to have submitted non-compliant bids will be so notified and will have an opportunity to challenge such a determination. In such a case, the administrative proposal and the technical proposal of the Bidder who has submitted the apparent second lowest compliant priced bid will be evaluated. The Bidder who has offered the lowest compliant priced, technically compliant bid will then be offered the contract for award.

ANNEX A – BIDDING SHEETS

Provided under separate MS Excel File:

“03_RFQ-CO-115268-AFAP_Book I – Annex A Bidding Sheets.xls”

ANNEX B - Instructions for the preparation of Bidding Sheets

1. Bidders must complete and submit the Bidder Sheets with their Price per CLIN. The Contractor shall not exceed the Required Delivery Time.
2. The prices entered on the Bidder Sheets shall reflect the total items required to meet the contractual requirements.
3. The total price shall be indicated in the appropriate columns and in the currency quoted.
4. The total evaluated price shall be the price of the basic Contract.
5. 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.
6. 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.
7. Prices shall not include any provision for taxes or duties for which the Purchaser is exempt.
8. Bidders shall not introduce any changes or deviations to Bidder Sheets as Published by the Purchaser, unless otherwise specified.

ANNEX C – CERTIFICATES

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

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

ANNEX 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 twelve (12) months from the Bid Closing Date of this Invitation for Bid.

.....
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 Invitation for Bid (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 Invitation for Bid No RFQ-CO-115268-AFAP have been received and the Bid as submitted reflects the content of such Amendments:

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX 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 CONTRACT GENERAL PROVISIONS**

The Bidder hereby certifies that he has reviewed the Special Contract 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 Bidder hereby provides his confirmation that he fully comprehends the rights, obligations and responsibilities of the Contractor as set forth in the Articles and Clauses of the Prospective Contract. The Bidder additionally certifies that the offer submitted by the Bidder is without prejudice, qualification or exception to any of the Terms and Conditions and he will accept and abide by the stated Special Contract Provisions if awarded the contract as a result of this Request for Quotation

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.

The Bidder hereby certifies that he has reviewed the Contract Special Provisions and the NCI Agency Contract General Provisions set forth in the Prospective Contract, Book II, of this Invitation for Bid. The Bidder hereby provides his confirmation that he fully comprehends the rights, obligations and responsibilities of the Contractor as set forth in the Articles and Clauses of the Prospective Contract. The Bidder additionally certifies that the offer submitted by the Bidder is without prejudice, qualification or exception to any of the Terms and Conditions and he will accept and abide by the stated Contract Special Provisions and Contract General Provisions if awarded the Contract as a result of this Invitation for Bid.

Date

Signature of Authorised Representative

Printed Name

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 9001:2008 COMPLIANCE

I hereby certify that (*Company Name*) is fully compliant with the AQAP 2110 or ISO 9001:2008 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 Bidder hereby certifies that, in preparing its Bid, the Bidder did not have access to solicitation information prior to such information been authorized for release to Bidders (e.g., draft statement of work and requirement documentation).

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

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

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

Employee Name	Former NCIA Position	Current Company Position

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

Excerpt of NCI Agency AD. 05.00, Code of Conduct dated May 2017**Article 14 PROCUREMENT AND CONTRACTORS**

- 14.1 NCI Agency Personnel are required to maintain unquestionable integrity and impartiality in relation to procurements initiated by the NCI Agency.
- 14.2 NCI Agency Personnel shall not disclose any proprietary or contract related information regarding procurement directly or indirectly to any person other than a person authorized by the NCI Agency to receive such information. NCI Agency Personnel shall not disclose any documentation related to a procurement action to any third party without a need to 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 RFQs, and contract provisions.

ANNEX D – CLARIFICATION REQUEST FORMS

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

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

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

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

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

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

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

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

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