NATO Alliance Ground Surveillance Management Agency

NAGSMA

REQUEST FOR QUOTATION

RFQ-NAGSMA-CON-0040

SYSTEM MASTER ARCHIVAL/RETRIEVAL FACILITY (SMARF) HARDWARE

GENERAL INDEX

BOOK I - THE BIDDING INSTRUCTIONS

Section I Introduction
Section II General Bidding Information
Section III Bid Preparation Instructions
Section IV Bid Evaluation
Annex A Schedule of Supplies and Services
Annex B Schedule of Supplies and Services - Instructions
Annex C Certificates
Annex D Clarification Requests forms

BOOK II - THE PROSPECTIVE CONTRACT

Signature Sheet
Part I Schedule of Supplies and Services
Part II Contract Special Provisions
Part III BOA Contract General Provisions

RFQ-NAGSMA-CON-0040
BOOK I

BIDDING INSTRUCTIONS

CONTENTS

SECTION I - INTRODUCTION **5**

SECTION II - GENERAL BIDDING INFORMATION **6**

1.1 DEFINITIONS 6
1.2 ELIGIBILITY 6
1.3 BID DELIVERY AND BID CLOSING 7
1.4 REQUESTS FOR EXTENSION OF BID CLOSING DATE 8
1.5 PURCHASER POINT OF CONTACT 8
1.6 REQUESTS FOR RFQ CLARIFICATIONS 9
1.7 REQUESTS FOR WAIVERS AND DEVIATIONS 9
1.8 AMENDMENT OF THE REQUEST FOR QUOTATION 10
1.9 MODIFICATION AND WITHDRAWAL OF BIDS 10
1.10 BID VALIDITY 11
1.11 BID GUARANTEE 11
1.12 CANCELLATION OF REQUEST FOR QUOTATIONS 14
1.13 ELECTRONIC TRANSMISSION OF INFORMATION AND DATA 15

SECTION III - BID PREPARATION INSTRUCTIONS **16**

1.1 GENERAL 16
1.2 PREPARATION OF THE ADMINISTRATIVE ENVELOPE (PART 1) 17
1.3 PREPARATION OF THE PRICE QUOTATION (PART 2) 18
1.4 PREPARATION OF THE TECHNICAL PROPOSAL (PART 3) 20
1.5 PACKAGING AND MARKING OF BIDS 20

SECTION IV - BID EVALUATION **22**

1.1 GENERAL 22
1.2 ADMINISTRATIVE CRITERIA 23
1.3 PRICE CRITERIA 23
1.4 TECHNICAL CRITERIA 26

ANNEX A – SCHEDULE OF SUPPLIES AND SERVICES **27**

ANNEX B - INSTRUCTIONS FOR THE PREPARATION OF SCHEDULE OF SUPPLIES AND SERVICES **28**

ANNEX C – CERTIFICATES **29**

ANNEX D – CLARIFICATION REQUESTS FORMS **43**

SECTION I - INTRODUCTION

1.1 The purpose of this Request for Quotation (RFQ) is for the provision of System Master Archival/Retrieval Facility (SMARF) Hardware .

1.2 The Participating Countries for this RFQ are listed in paragraph 1.1.6 of Section II. The Contractor shall provide and implement the performance requirements as set forth in the relevant 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(2002)002-FINAL (2002 Edition).

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 price 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 paragraph 1.6 of Section II of the Bidding Instructions entitled “Requests for RFQ Clarifications”.

1.8 The target date for Contract Award is the 21st October 2019.

SECTION II - GENERAL BIDDING INFORMATION

1.1 DEFINITIONS

1.1.1 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.

1.1.2 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.

1.1.3 The term “Bidder” as used herein refers to a firm, consortium, or joint venture which submits an offer in response to this solicitation.

1.1.4 The term “Compliance” as used herein means strict conformity to the requirements and standards specified in this Request for Quotation.

1.1.5 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.

1.1.6 The term “Participating Country” as used herein means one of the contributory NATO nations in the project, namely, (in alphabetical order):

BULGARIA, CZECH REPUBLIC, DENMARK, ESTONIA, GERMANY, , ITALY, LATVIA, LITHUANIA, LUXEMBOURG, NORWAY, POLAND, ROMANIA, SLOVAKIA, SLOVENIA, UNITED STATES OF AMERICA.

1.1.7 The term “Purchaser” refers to the authority issuing the RFQ and/or awarding the Contract (NATO Alliance Ground Surveillance Management Agency, NAGSMA).

1.1.8 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.

1.2 ELIGIBILITY

1.2.1 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.

1.2.2 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.

1.2.3 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.

1.2.4 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 NAGSMA . 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.

1.3 BID DELIVERY AND BID CLOSING

1.3.1 All Bids shall be in the possession of the Purchaser at the address given below in paragraph 1.3.2 **before 14.00 hours (Brussels Time) on 7 October 2019** at which time and date bidding shall be closed.

1.3.2 Bids shall be delivered to the following address:

<u>By National Postal Service, Hand Carried or Courier Service:</u>

NATO Alliance Ground Surveillance Management Agency
NATO HQ Boulevard Leopold III
B-1110 Brussels
Belgium

Attention: Ms Jurate Cizauskaite

1.3.3 <u>Bids forwarded by electronic means, including but not limited to email and/or fax, are not permitted and will not be considered</u>. Bidders shall note that electronic (CD ROM) copies of their bid are required to be submitted with their "hard copy" as further detailed in Book I – Section III paragraph 1.1.4.

1.3.4 Bids which are delivered to the Purchaser after the specified time and date set forth above for Bid Closing are "Late Bids" and shall not be considered for award. 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.

1.3.5 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 Quotation, 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 NAGSMA and the failure to be received by the Contracting Authority was due to mishandling within the Purchaser's organisation.

1.3.6 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.

1.3.7 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.

1.4 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 e-mail. Such questions shall be forwarded to the Point of Contact specified in paragraph 1.5 below and shall arrive not later than 10 days before the closing date of the bid. The Purchaser is under no obligation to consider or answer requests submitted after this time. Extensions to the Bid Closing Date are at the sole discretion of the Purchaser.

1.5 PURCHASER POINT OF CONTACT

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

Ms. Jurate Cizauskaite
E-mail: jurate.Cizauskaite@nagsma.nato.int

NATO Alliance Ground Surveillance Management Agency
NATO HQ

Boulevard Leoplold III
B-1110 Brussels
Belgium

CC Mr. Gatis Klavins
E-mail: gatis.klavins@nagsma.nato.int

1.6 REQUESTS FOR RFQ CLARIFICATIONS

1.6.1 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.

1.6.2 All questions and requests for clarification must be submitted in writing through Annex D – Clarification Requests Form, by mail, by FAX or by E-mail. 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 paragraph 1.5 above and shall arrive **not later than 7 days before the closing date of the bid.** The Purchaser is under no obligation to answer questions submitted after this time. Requests for clarification must address the totality of the concerns of the 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 1.6.3 below.

1.6.3 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.

1.6.4 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 1.8 below.

1.6.5 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.

1.7 REQUESTS FOR WAIVERS AND DEVIATIONS

1.7.1 Bidders are informed that requests for alteration to, waivers of, or deviations from the Schedules, the Special Contract Provisions, the Terms and Conditions in the NCI Agency's Basic Ordering Agreement, the Technical Specifications and any other Terms and Conditions of the Prospective Contract will not be considered after the Request for Clarification process.

1.7.2 Requests for alterations to the other requirements, terms or conditions of the Request for Quotation or the Prospective Contract may only be considered as part of the clarification process set forth in paragraph 1.6 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.

1.8 AMENDMENT OF THE REQUEST FOR QUOTATION

1.8.1 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 1.6 above or may be an independent action on the part of the Purchaser.

1.8.2 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.

1.8.3 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.

1.9 MODIFICATION AND WITHDRAWAL OF BIDS

1.9.1 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.

1.9.2 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.

1.9.3 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.

1.10 BID VALIDITY

1.10.1 Bidders shall be bound by the term of their bids for a period of six (6) months starting from the Bid Closing Date specified at paragraph 1.3.1 above.

1.10.2 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.

1.10.3 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.

1.10.4 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.

1.10.5 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.

1.11 BID GUARANTEE

1.11.1 The Bidder shall furnish with its Bid a guarantee in an amount equal to one hundred and fifty thousand Euro (€ 150,000). 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 NAGSMA at its premises in Belgium. Bid Guarantees shall be made payable to the Financial Controler, NAGSMA.

1.11.2 Alternatively, a Bidder may elect to post the required Guarantee in cash (via direct bank deposit) or by certified cheque to be submitted in the Bidders Bid Administration Package (Ref. Para 3.2). If the latter method is selected, Bidders are informed that the Purchaser will cash the cheque on the Bid Closing Date. Instructions regarding direct bank deposit can be obtained from the Para 1.5 designated Point of Contact.

1.11.3 "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.

1.11.4 The following format may be used by the issuing financial institution to create a Standby Letter of Credit:

BID GUARANTEE - STANDBY LETTER OF CREDIT

Standby Letter of Credit Number: _____
Issue Date: _____
Beneficiary: *NATO Alliance Ground Surveilance Management Agency, (NAGSMA), Financial Controller*
RFQ-NAGSMA-CON-0040
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 [€ 150,000 (One Hundred and Fifty Thousand Euro)]. We are advised this Guarantee fulfils a requirement under Request for Quotation RFQ-NAGSMA-CON-0040 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 NAGSMA Contracting Officer that:
(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
(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 Quotation , or
NAGSMA 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
NAGSMA 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 NAGSMA 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 NAGSMA 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 NAGSMA Contracting Officer which states:

"NAGSMA 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 NAGSMA or its legal successor from, or on behalf of (NAME OF BIDDER), and NAGSMA or its legal successor, as beneficiary, hereby draws on the standby letter of credit number _____ in the amount of EUR (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 honoured 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

1.11.5 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.

1.11.6 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.

1.11.7 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 paragraph 1.10.4 (b).

1.12 CANCELLATION OF REQUEST FOR QUOTATIONS

The Purchaser may cancel, suspend or withdraw for re-issue at a later date this RFQ at any time prior to Contract award. No legal liability on the part of the Purchaser for payment of any sort shall arise and in no event will any 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.

1.13 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.

SECTION III - BID PREPARATION INSTRUCTIONS

1.1 GENERAL

1.1.1 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.

1.1.2 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.

1.1.3 **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.

1.1.4 **Bidders shall prepare their bid in 3 parts in the following quantities**:

(a) Administrative Envelope (Part 1):	Paper: 1 Original copy
(b) Price Quotation (Part 2):	Paper: 1 Original copy
	Electronic: 2 CD ROM Copies (MS Excel version 2007 onwards)
(c) Technical Proposal (Part 3):	Electronic: 2 CD ROM Copies
	No paper copies required for Part 3.

1.1.5 Documents submitted in accordance with section 1.1.4 above shall be classified no higher than “NATO UNCLASSIFIED” material.

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

1.1.7 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.

1.1.8 Bidders are advised that the Purchaser reserves the right to incorporate the Bidders Technical Proposal in whole or in part in the resulting Contract.

1.1.9 Bid language shall be English.

1.2 PREPARATION OF THE ADMINISTRATIVE ENVELOPE (PART 1)

1.2.1 In the Administrative Envelope the bidder shall include the signed originals of the **certifications set forth in Annex C** hereto, specifically:

(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 NAGSMA Execution of Supplemental Agreements

(h) C-8 Certification of NATO Member Country of Origin of Delivered Equipment, Services, Materials and Intellectual Property Rights

(i) C-9 Comprehension and Acceptance of Contract Special Provisions and general BOA Provisions

(j) C-10 List of Prospective Sub-Contractors / Consortium members

(k) C-11 Certificate of AQAP 2110 or ISO-9001:2008 Compliance. **The Bidder shall attach a copy of the company's AQAP 2110 or ISO 9001 Certification**.

1.2.2 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**.

1.2.3 Concerning Certificate C-7, Disclosure of Requirements for NAGSMA Execution of Supplemental Agreements, Bidders shall note especially the following:

1.2.3.1 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.

1.2.3.2 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.

1.2.3.3 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.

1.3 PREPARATION OF THE PRICE QUOTATION (PART 2)

1.3.1 The Price Quotation shall be prepared and submitted in the form of the completed Schedule of Supplies and Services in accordance with RFQ Book I, Section III and Annexes A and B. No Iteration of the form and pre-filled content of the Schedule of Supplies and Services is allowed, unless the specified hardware components are identified to become/as obsolete. In such cases, the COTS hardware version current at the time of procurement shall be offered and the specifications updated accordingly in SSS columns D and F. Please note: SMARF hardware list may include items having been made redundant by subsequent replacement or upgrade of obsolete COTS hardware, in which case the surplus items shall marked so in column D of the SSS. The prices entered shall reflect the amount of the total items required to meet the contractual requirements.

1.3.2 This envelope must contain the following documentation and media:

1.3.2.1 One (1) printed original of Book I Annex A completed as per Book I Annex B instructions.

1.3.2.2 Two (2) CD-ROMs containing an electronic version in Ms Excel of the Schedule of Supplies and Services as per Book I Annex A.

1.3.3 Bidders shall prepare their Price Quotation by completing the sections of the Schedule of Supplies and Services referred in paragraph 1.3.2.1 above, in accordance with the instructions specified in Annex B.

1.3.4 Bidders shall quote in their own national currency or in EUR. 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.

1.3.5 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.

1.3.6 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 NAGSMA under this Contract. Bidders are reminded of the requirement to complete the certification to this effect in Annex C-5.

1.3.7 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.

1.3.8 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 Schedule of Supplies and Services. 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.

1.3.9 <u>When completing the Schedule of Supplies and Services, a unit price and total fixed price for each specified element needs to be supplied on each CLIN line item. Bidders are required to insert price information in all cells marked in yellow in the Schedule of Supplies and Services.</u> 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 Schedule of Supplies and Services is the responsibility of the Bidder. The Purchaser in its favour may resolve ambiguous computation of prices.

1.3.10 The Bidder shall furnish firm fixed price quotations, for all proposed items. Partial quotations shall be rejected.

1.3.11 The Bidder understands that there is no obligation under this Contract for the Purchaser to exercise an optional increase of the quantities set forth in any line items, and that the Purchaser bears no liability should it decide not to exercise such option. Further, NAGSMA reserves the right to order another contractor through a new contract with other conditions for the additional quantities of any line item it might need.

1.3.12 The Contractor shall be liable for all other taxes, assessments, fees, licences, administrative charges or other Government assessments or charges which are applicable to the performance of this Contract. It is the Contractor's responsibility to inform itself of its liability in each country where such liability may arise.

1.3.13 Price Proposals specifying exceeding the deadlines for delivery and completion of works indicated in the Schedule of Supplies and Services may be declared non-compliant.

1.3.14 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.

1.4 PREPARATION OF THE TECHNICAL PROPOSAL (PART 3)

1.4.1 Bidders shall submit their Technical Proposal in one bound volume in accordance with the requirements of paragraphs 1.4.2 to 1.4.4 below.

1.4.2 The Technical Proposal package shall include the following:

1.4.3 Table of Contents. Bidders shall compile a detailed Table of Contents which lists not only section headings but also major sub-sections, and topic headings required set forth in these Instructions or implicit in the organisation of the Technical Proposal.

1.4.3.1 Project Overview. The Bidder shall provide the Project Overview which shall provide an executive summary overview of the offered capability. The Project Overview shall also summarise the main features of each of the sections of the Technical Proposal and shall indicate in broad detail how the Project will be executed during the full lifetime of the Project.

1.4.4 Manufacturers Datasheets

1.4.4.1 Primairly in case of any obsolescence, the Bidder shall provide manufacturers datasheet for each item of COTS equipment it proposes where this should be a fit form and function alternative to the parts stated in the Schedule of Supplies and Services.

1.5 PACKAGING AND MARKING OF BIDS

1.5.1 All copies of the Administrative Envelope and Price Quotation shall be segregated and enclosed in separate envelopes or packages marked as follows:

(a) The name and address of the Bidder;

(b) The words “NATO UNCLASSIFIED”;

(c) The words “SEALED BID – NOTIFY CONTRACTING OFFICER UPON RECEIPT (MS JURATE CIZAUSKAITE EXTENSION 1864)”

(d) The designated RFQ number: “RFQ-NAGSMA-CON-0040” followed by one of the following identifications as appropriate:

- “Administrative Envelope”,
- “Price Quotation”,
- “Technical Proposal”

1.5.2 The separate envelopes or packages listed above shall be placed in an outer sealed container or package 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 the container:

"SEALED BID: RFQ-NAGSMA-CON-0040.

NOTIFY NAGSMA (JURATE CIZAUSKAITE, EXTENSION 1864) UPON RECEIPT"

SECTION IV - BID EVALUATION

1.1 GENERAL

1.1.1 The evaluation of bids will be made by the Purchaser solely on the basis of the requirements in this RFQ.

1.1.2 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.

1.1.3 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.

1.1.4 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.

1.1.5 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.

1.1.6 The evaluation will be conducted in accordance with the Use of Basic Ordering Agreements (BOAs) by the NATO Alliance Ground Surveillance Management Agency (NAGSMA) set forth in the NATO document AC/4-D(2002)002-FINAL.

1.1.7 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.

1.1.8 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 <u>lowest priced bid</u> and in compliance with the requirements of this RFQ.

1.2 ADMINISTRATIVE CRITERIA

1.2.1 Prior to commencement of the Price and Technical evaluation, Bids will be reviewed for compliance with the Bid Submission Requirements of this RFQ. These are as follows:

(a) The Bid was received by the Bid Closing Date and Time,

(b) The Bid was packaged and marked properly

(c) The Administrative Package contains all the requested signed originals of the required Certificates at Annex C hereto

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

1.2.3 If it is discovered, during the 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.

1.3 PRICE CRITERIA

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

1.3.1.1 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 Schedule of Supplies and Services, 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 Schedule of Supplies and Services (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 Schedule of Supplies and Services.

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)).

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

1.3.1.3 The Price Quotation meets requirements for price realism as described below in paragraph 1.3.4.

1.3.1.4 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.

1.3.2 Basis of Price Comparison

1.3.2.1 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.

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

1.3.3 Inconsistencies and discrepancies in bid price quotation

1.3.3.1 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. Hard Copies Submission

a. Schedule of Supplies and Services 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)

b. Electronic Submission

a. Schedule of Supplies and Services 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)

1.3.4 Price Realism

1.3.4.1 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.

1.3.4.2 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.

1.3.4.3 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.

1.3.4.4 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.

1.3.4.5 If the Purchaser accepts the Bidder's explanation of mistake in paragraph 1.3.4.3(a) and allows the Bidder to accept the Contract at the offered price, or the Purchaser accepts the Bidder's explanation pursuant to paragraph 1.3.4.3(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.

1.3.4.6 If the Bidder presents a convincing rationale pursuant to paragraph 1.3.4.3(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.

1.4 TECHNICAL CRITERIA

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

1.4.1.1 Suitability of fit form and function; alternative to parts if proposed.

ANNEX A – SCHEDULE OF SUPPLIES AND SERVICES – PRICE QUOTATION

[Provided under separate MS Excel File:

"RFQ-NAGSMA-CON-0040 –Schedule of Supplies and Services.xls"]

ANNEX B - INSTRUCTIONS for the preparation of Schedule of Supplies and Services-PRICE QUOTATION

1. Bidders must complete and submit the Schedule of Supplies and Services with their Price per CLIN. The Contractor shall not exceed the Required Delivery Time.

2. The prices entered on the Schedule of Supplies and Services 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 the Schedule of Supplies and Services as Published by the Purchaser, unless otherwise specified.

ANNEX C – CERTIFICATES

This page is left blank intentionally

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 six (6) months from the Bid Closing Date of this Request for Quotation.

….....	….....
Date	Signature of Authorised Representative
	….....
	Printed Name and Title
	….....
	Company

ANNEX C-4

CERTIFICATE OF UNDERSTANDING

I certify that

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

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

….....	….....
Date	Signature of Authorised Representative
	….....
	Printed Name and Title
	….....
	Company

ANNEX C-5

CERTIFICATE OF EXCLUSION OF TAXES, DUTIES AND CHARGES

I hereby certify that the prices offered in the price 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 Quotation No RFQ-NAGSMA-CON-0040 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 NAGSMA 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 NAGSMA 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 NAGSMA 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 BOA PROVISIONS

The Bidder hereby certifies that it has reviewed the Contract Special Provisions set forth in the Prospective Contract, Book II of this Request for Quotation and the Contract Provisions set forth in the Basic Ordering Agreement signed with the NCI Agency. The Bidder hereby provides its confirmation that it fully comprehends the rights, obligations and responsibilities of the Contractor as set forth in the Articles and Clauses of the Prospective Contract. The Bidder additionally certifies that the 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 Quotation.

.....	.....
Date	Signature of Authorised Representative
	.....
	Printed Name and Title
	.....
	Company

ANNEX C-10

LIST OF PROSPECTIVE SUB-CONTRACTORS/CONSORTIUM MEMBERS

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

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

…..... Date

…..... Signature of Authorised Representative

…..... Printed Name and Title

…..... Company

ANNEX C-11

CERTIFICATE OF AQAP 2110 OR ISO 9001:2008 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

Page Intentionally Left Blank

ANNEX D – CLARIFICATION REQUESTS FORMS

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

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

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

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

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

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

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

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

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