

NATO UNCLASSIFIED

RFQ-CO-12645-LOG-FS

**RFQ-12645-LOG-FS**

**Procurement of Independent Verification and Validation  
Services for the Implementation of the Bi SC AIS Financial  
Services**

*AUTHORISATION/SERIAL NOS.*

**AC/4-DS(2008)0017**

**Project Serial Nr.:2007/OIS3042-0**



**BOOK I**

**INSTRUCTIONS TO BIDDERS**

NATO UNCLASSIFIED

SECTION 1. INTRODUCTION .....	1
1.1. Purpose .....	1
1.2. Scope .....	1
1.3. Overview of the Prospective Contract .....	1
1.4. Governing Rules, Eligibility, and Exclusion Provisions.....	1
1.5. Security .....	2
SECTION 2. GENERAL BIDDING INFORMATION .....	3
2.1. Definitions .....	3
2.2. Eligibility and Origin of Equipment and Services .....	4
2.3. Bid Delivery and Bid Closing.....	4
2.3.1. General .....	4
2.3.2. Late Bids .....	5
2.4. Requests for Extension of Bid Closing Date .....	5
2.5. Purchaser’s Point of Contact .....	5
2.6. Request for RFQ Clarifications .....	6
2.7. Requests for Waivers and Deviations .....	6
2.8. Amendment of the Request For Quotation .....	7
2.9. Modification and Withdrawal of Bids .....	7
2.10. Bid Validity .....	7
2.11. Cancellation of Request For Quotation .....	8
2.12. Electronic Transmission of Information and Data .....	8
2.13. Supplemental Agreements .....	8
2.14. Mandatory Quality Assurance and Quality Control Standards.....	9
SECTION 3. BID PREPARATION INSTRUCTIONS .....	10
3.1. General .....	10
3.2. Bid Package Content .....	10
3.3. Package Marking .....	11
3.4. Administrative Documentation Package .....	11
3.5. Price Quotation.....	12
3.5.1. Package Contents .....	12
3.5.2. General Rules .....	12
3.6. Technical Proposal Package .....	13
3.6.1. Envelope Content .....	13
SECTION 4. BID EVALUATION AND CONTRACT AWARD.....	15
4.1. General .....	15
4.2. Bid Evaluation.....	16
4.3. Administrative Compliance.....	16
4.4. Price Evaluation.....	17
4.4.1. Bid Compliance.....	17
4.4.2. Basis of Price Comparison .....	17
4.4.3. Price Balance and Realism .....	17
4.5. Technical Evaluation .....	19
4.5.1. Contractual Compliance.....	19
4.5.2. Technical Compliance.....	19
4.5.2.1. Proposal Formal Compliance .....	19
4.5.2.2. Bidder Qualifications.....	19
ANNEX A.....	1
1. BIDDING SHEETS .....	1
2. INSTRUCTIONS FOR THE PREPARATION OF BIDDING SHEETS.....	2
ANNEX B    PRESCRIBED ADMINISTRATIVE FORMS AND CERTIFICATES.....	1

NATO UNCLASSIFIED

RFQ-CO-12645-LOG-FS

1.	CERTIFICATE OF LEGAL NAME OF BIDDER .....	1
2.	ACKNOWLEDGEMENT OF RECEIPT OF RFQ AMENDMENTS .....	2
3.	CERTIFICATE OF INDEPENDENT DETERMINATION.....	3
4.	CERTIFICATE OF BID VALIDITY .....	4
5.	CERTIFICATE OF EXCLUSION OF TAXES, DUTIES AND CHARGES .....	5
6.	COMPREHENSION AND ACCEPTANCE OF CONTRACT SPECIAL AND GENERAL PROVISIONS ..	6
7.	DISCLOSURE OF REQUIREMENTS FOR NC3A EXECUTION OF SUPPLEMENTAL AGREEMENTS	7
8.	CERTIFICATE OF COMPLIANCE AQAP OR ISO 9001:2000 OR EQUIVALENT.....	8
9.	LIST OF PROSPECTIVE SUBCONTRACTORS .....	9
10.	BIDDER BACKGROUND IPR.....	10
11.	LIST OF SUBCONTRACTOR IPR .....	11
12.	LIST OF THIRD PARTY IPR.....	12
13.	CERTIFICATE OF ORIGIN OF EQUIPMENT, SERVICES, AND INTELLECTUAL PROPERTY .....	13
14.	LIST OF PROPOSED KEY PERSONNEL.....	14
15.	PER DIEM RATES AND KILOMETRIC ALLOWANCE 2009 .....	15
16.	CERTIFICATE OF INDEPENDENCY WITH ORACLE BELGIUM .....	16

NATO UNCLASSIFIED

## **SECTION 1. INTRODUCTION**

### **1.1. Purpose**

- (1) This contract action is included in Project 2007/OIS3042-0 under the Capability Package CP 9C0103 – “Provide Functional Services for Logistics C2” and is part of a project that will provide entities within ACO and the IMS Budget group with centralised, upgraded, and fully IPSAS compliant system for Financial accounting and reporting (Bi-SC AIS Financial Service) not later than 2010.
- (2) The purpose of this RFQ is to award a contract for the urgent procurement of Independent Verification and Validation (IV&V) services required during the implementation of the new instance of the Bi SC AIS Financial Services.

### **1.2. Scope**

- (3) The scope of the contract resulting from this Request for Quotation (RFQ) will cover the provision of Independent Validation and Verification (IV&V) to be provided to NC3A in conjunction with the development, under a separate contract, of the Bi-SC AIS Financial Services.
- (4) The successful Bidder shall provide the items specified in the attached Prospective Contract (Book II) according to the terms stated therein.

### **1.3. Overview of the Prospective Contract**

- (5) The prospective Contract is based on a firm-fixed price contract type.
- (6) The prospective Contract also provides for a menu of possible purchase options for services. These options are not part of the fixed price of the contract. One or more of the options may be exercised by the Purchaser at such time as the corresponding requirements and needs are fully developed under the contract.
- (7) The Statement Of Work (SOW) sets out the requirements that must be fulfilled by the Contractor with respect to the performance of work included under the contract.

### **1.4. Governing Rules, Eligibility, and Exclusion Provisions**

- (8) The Bidding process initiated through this RFQ is governed by the terms and conditions set in this RFQ and the following NATO regulations:
  - (8.1) AC/4-D(2002)002, dated 18 March 2002
- (9) Pursuant to these procedures, Bidding is restricted to companies from Participating Countries, which hold a current Basic Ordering Agreement (BOA) with the Purchaser.
- (10) Contract award shall be based on the application of a lowest technically compliant bid approach.
- (11) The bid evaluation criteria and the detailed evaluation procedures are described in SECTION 4.
- (12) This Request For Quotation (RFQ) will not be the subject of a public Bid opening.

- (13) The Bidder shall refer to the Purchaser all queries for resolution of any conflicts found in information contained in this document in accordance with the procedures set forth in paragraph 2.6 "Request for RFQ Clarifications".

**1.5. Security**

- (14) This Request For Quotation has been classified as NATO UNCLASSIFIED.
- (15) Contractor will be required to handle and store classified material to the level of "NATO SECRET" and the Contractor shall have the appropriate facility and personnel clearances. Should a Contractor be unable to perform the contract due to the fact that the facility clearance has not been provided by their respective national security agency, this lack of clearance can not be the basis for a claim of adjustment or an extension of schedule, nor the lack of clearance be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination For Default by the Purchaser".
- (16) Contractor personnel working at NATO sites are required to possess a security clearance of "NATO SECRET". Contractor personnel without such a clearance, confirmed by the appropriate national security authority and transmitted to the cognisant NATO security officer at least fourteen (14) days prior to the site visit, will be denied access to the site. Denial of such access by the Purchaser may not be used by the Contractor as the basis for a claim of adjustment or an extension of 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.
- (17) Bidders are advised that contract signature will not be delayed in order to allow the processing of security clearances for personnel or facilities 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 facilities 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. In such a case, the Bidder who would not sign the Contract shall be liable for forfeiture of the Bid Guarantee (if applicable).

## SECTION 2. GENERAL BIDDING INFORMATION

### 2.1. Definitions

- (18) In addition to the definitions and acronyms set in Clause 1 of Part II of the prospective Contract and the definitions and acronyms set in the Clause entitled “Definitions” of the NC3O General Contract Provisions (Part III), the following terms and acronyms, as used in this Request For Quotation shall have the meanings specified below:
- (18.1) “Bidder”: a firm, consortium, or joint venture which submits an offer in response to this solicitation. 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 “Principal Contractor”, shall represent all members of the consortium with the NATO C3 AGENCY and/or NATO. The “Principal 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 “Principal Contractor” by all members associated with the consortium. Evidence of authority to act on behalf of the consortium by the “Principal 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.
- (18.2) Basic Ordering Agreement (BOA): Means a valid framework agreement signed by the NATO C3 Agency and a firm which responds to the criteria laid out in AC/4-D(2002)002 “*Procedures Governing the Use of the Basoc Ordering Agreement (BOA) by the NC3 Agency*”.
- (18.3) “Compliance”: strict conformity to the requirements and standards specified in this RFQ and its attachments.
- (18.4) “Contractor”: the awardee of this solicitation of offers, which shall be responsible for the fulfilment of the requirements established in the prospective contract.
- (18.5) “Eligible Bidder”: Means the bidder that holds a Basic Ordering Agreement in course of validity with the NATO C3 Agency.
- (18.6) “Firm Fixed Price (FFP)”: Means an ALL INCLUSIVE price Delivery Duty Paid Destination (DDP Destination – Incoterms 2002) for the performance of a detailed set of tasks and/or the delivery of the material.
- (18.7) “Firm of a Participating Country”: a firm legally constituted or chartered under the laws of, and geographically located in, or falling under the jurisdiction of a Participating Country.
- (18.8) “Participating Country”: any of the NATO nations contributing to the project, namely, (in alphabetical order): BELGIUM, BULGARIA, CANADA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, THE NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, THE UNITED KINGDOM and THE UNITED STATES.

(18.9) "Quotation" or "Bid": a binding offer to perform the work specified in the attached prospective Contract (Book II).

(18.10) "RFQ": Request For Quotation.

## **2.2. Eligibility and Origin of Equipment and Services**

- (19) As stated in paragraph 1.4 above, only firms from a Participating Country, which hold a current Basic Ordering Agreement (BOA) with the Purchaser, will be eligible to engage in this competitive Bidding process. In addition, all contractors, sub-contractors and manufacturers, at any tier, must be from Participating Countries.
- (20) None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.
- (21) 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.
- (22) Unless otherwise authorised by the terms of the prospective Contract, 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 community.

## **2.3. Bid Delivery and Bid Closing**

### **2.3.1. General**

- (23) All Bids shall be in the possession of the Purchaser at the address given below in paragraph 2.3 on/or before 1200 hours (Brussels Time) on 6 July 2009, at which time and date Bidding shall be closed.
- (24) Bids shall be delivered to the following address:
- (24.1) By Post:
- NATO C3 Agency  
ACQ/ASRC (ATTN:Mr. Gael Craver)  
Boulevard Leopold III  
1110 Brussels  
Belgium
- (24.2) Hand Carried Service or courier:
- NATO C3 Agency  
ACQ/ASRC (ATTN:Mr. Gael Craver)  
Bâtiment Z  
Avenue du Bourget 140  
B-1110 Brussels
- (25) Bids submitted by electronic means are not permitted and will not be considered. Bidders shall note that electronic (CD ROM) copies of their Bid are required to be submitted with their "hard copy".

- (26) 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.

**2.3.2. Late Bids**

- (27) 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.
- (28) 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. Considering the number and 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:
- (28.1) A contract has not already been awarded pursuant to the Request For Quotation, and
- (28.2) The Bid was sent to the address specified in the RFQ by ordinary, registered or certified mail not later than ten (10) 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
- (28.3) The Bid was hand carried, or delivered by a private courier service and the Bidder can produce a receipt which demonstrates that the delivery was made to the correct address and received by a member of the NATO C3 Agency and the failure to be received by the Contracting Authority was due to mishandling within the Purchaser's organisation.
- (29) A Late Bid which was hand-carried, or delivered by a private courier, for which a proper receipt cannot be produced, cannot be considered for award under any circumstances nor can late Bids which bear no post marks or for which documentary evidence of mailing date cannot be produced.

**2.4. Requests for Extension of Bid Closing Date**

- (30) Bidders are informed that requests for extension to the closing date for the RFQ shall be submitted only via the point of contact indicated in paragraph 2.5 below. Any request for extension shall be submitted by the Bidder no later than fourteen (14) days prior to the established Bid closing date.

**2.5. Purchaser's Point of Contact**

- (31) The Purchaser point of contact for all information concerning this Request For Quotation is:

Mr. Gael Craver, Contracting Officer  
Acquisition Support Group  
Tel: +32.2.707. 83.87  
Fax: +32.2.707.87.70  
E-mail: gael.craver@nc3a.nato.int

- (32) Alternate:

Mrs. Anna Kapnoula, Principal Contracting Assistant  
Acquisition Support Group

Tel: +32.2.707.83.06  
Fax: +32.2.707.87.70  
E-mail: anna.kapnoula@nc3a.nato.int

- (33) All correspondence related to the RFQ will be forwarded to:

NATO C3 Agency  
Boulevard Leopold III  
1110 Brussels, Belgium  
Acquisition Support Group  
Attn: Mr. Gael Craver(contact details stated above)

## **2.6. Request for RFQ Clarifications**

- (34) 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.
- (35) All questions and requests for clarification must be submitted in writing by both e-mail and fax. Such questions shall be forwarded to the point of contact specified in paragraph 2.4 above and shall arrive not later than fourteen (14) calendar days prior to the stated "Bid Closing Date". The Purchaser is under no obligation to answer questions submitted after this time. Requests for clarification must address the totality of the concerns of the Bidder, as the Bidder will not be permitted to revisit areas of the RFQ for additional clarification except as noted in (36) below.
- (36) Additional requests for clarification are limited only to the information provided as answers by the Purchaser to Bidder requests for clarification. Such additional requests shall arrive not later than ten (10) calendar days before the established Bid Closing Date.
- (37) 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 even be considered by the Purchaser as grounds for a determination of non-compliance.
- (38) Except as provided above, all questions will be answered by the Purchaser and the questions and answers (but not the identity of the questioner) will be issued in writing to all prospective Bidders.
- (39) The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the Request For Quotation. Amendment to the language of the RFQ included in the answers shall be incorporated by the Bidder in his offer.

## **2.7. Requests for Waivers and Deviations**

- (40) Bidders are informed that requests for alteration to, waivers or deviations from the terms and conditions of this RFQ and attached Prospective Contract (Book II) will not be considered after the request for clarification process. Requests for alterations to the other requirements, terms or conditions of the Request For Quotation or the Prospective Contract may only be considered as part of the clarification process set forth in paragraph 2.6 above. Requests for alterations to the specifications, terms and conditions of the Contract which are included in a Bid as submitted may be regarded by the Purchaser as a qualification or condition of the Bid and may be grounds for a determination of non-compliance.

**2.8. Amendment of the Request For Quotation**

- (41) The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the RFQ at any time prior to the date set for the Bid Closing. Any and all modifications will be transmitted to all Bidders by an official amendment designated as such and signed by the Contracting Authority. Such amendment will be accompanied by an acknowledgement of receipt 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.
- (42) 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.
- (43) All revision or amendments issued by the Purchaser shall also be acknowledged by the Bidder in its Bid by completing the "Acknowledgement of Receipt of RFQ Amendments" at Annex B-2. Failure to acknowledge receipt of all amendments may be grounds to determine the Bid to be non-compliant.

**2.9. Modification and Withdrawal of Bids**

- (44) 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.
- (45) 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.
- (46) 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.
- (47) Except as provided in paragraph (51.2) below, a Bidder may withdraw its Bid after Bid Opening only by forfeiture of the Bid Guarantee (if applicable).

**2.10. Bid Validity**

- (48) Bidders shall be bound by the term of their Bids for a period of nine (9) months starting from the Bid Closing Date specified in paragraph 2.3 above.
- (49) In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex B-4. Bids offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.

- (50) 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.
- (51) Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:
  - (51.1) 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 Bid Guarantee and Certificate of Bid Validity extended accordingly; or
  - (51.2) Refuse this extension of time and withdraw the Bid, in which case the Purchaser will return to the Bidder its Bid Guarantee in the full amount without penalty.
- (52) 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. Cancellation of Request For Quotation**

- (53) 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.

**2.12. Electronic Transmission of Information and Data**

- (54) The Purchaser will endeavour to communicate answers to requests for clarification and amendments to this RFQ to the prospective Bidders as soon as practicable.
- (55) Bidders are cautioned that the Purchaser will rely exclusively on electronic mail communication to manage all correspondence related to this RFQ, including RFQ amendments and clarifications.
- (56) Notwithstanding paragraph (55) above, prospective Bidders may request to be notified also by fax when RFQ correspondence is released to them. Such requests shall be submitted the points of contact specified in paragraph 2.5 above.

**2.13. Supplemental Agreements**

- (57) Bidders are required, in accordance with the certificate at Annex B-7 of these Instructions to Bidders, to disclose any prospective Supplemental Agreements that are required by national governments to be executed by NATO as a condition of contract performance.
- (58) Supplemental Agreements are typically associated with, but not necessarily limited to, national export control regulations, technology transfer restrictions and end user agreements.
- (59) Bidders are cautioned that failure to provide full disclosure of the anticipated requirements and the terms thereof, to the best of the Bidder's knowledge and experience, may result in the Purchaser withholding award of the contract or cancelling an executed contract if it is discovered that the terms of such Supplemental Agreements contradict salient conditions of the Prospective Contract to the extent

that either key objectives can not be accomplished or basic contract principles and Purchaser rights have been abridged.

**2.14. Mandatory Quality Assurance and Quality Control Standards**

- (60) Bidders are requested to note that, in accordance with Certificate at Annex B-8 to these Instructions to Bidders, Bidders shall provide documentary evidence that the Bidder possesses a current certification that it is compliant with the requirements of Allied Quality Assurance Publication 2110, ISO 9001:2000 or an equivalent QA/QC regime.
- (61) Bidders shall further demonstrate that such regime is applied within the Bidder's internal organisation as well as extended to its relationships with subcontractors.
- (62) If the Bidder is offering a QA/QC regime that is claimed to be equivalent to AQAP 2110 or ISO 9001:2000, the burden of proof of such equivalency shall be on the Bidder and such evidence of equivalency shall be submitted with the Certificate in the Administrative Package.
- (63) Failure to execute this Certificate or to provide documentary evidence of compliance with this requirement may result in a determination of non-compliance for the submitted bid.

## **SECTION 3. BID PREPARATION INSTRUCTIONS**

### **3.1. General**

- (64) Bidders shall prepare and submit their Bid in accordance with the requirements and format set forth in this RFQ. Compliance with all bid submission requirements is mandatory. Failure to submit a bid in conformance with the stated requirements may result in a determination of non-compliance by the Purchaser and the elimination of the bid from further consideration.
- (65) Bidders shall not simply restate the RFQ requirements. A Bid shall demonstrate that a Bidder understands the terms, conditions and requirements of the RFQ and its ability to provide all the services and deliverables listed in the Schedules of the prospective Contract.
- (66) Although the Purchaser may request clarification of the bid, it is not required to do so and may make its determination on the content of the bid as written. Therefore, bidders shall assume that inconsistencies, omissions, errors, lack of detail and other material qualitative deficiencies in the submitted bid may result in a determination of bid non-compliance.
- (67) Partial Bids will be declared non-compliant.
- (68) Bidders are advised that the Purchaser reserves the right to incorporate the successful Bidder's Offer in whole or in part by reference in the resulting contract.
- (69) If no specific format has been established for electronic versions, Bidders shall deliver this type of documentation in an electronic format which is best suited for review and maintenance by the Purchaser (e.g., Project Master Schedule in MS Project format, Project Highlight Reports in MS Word).
- (70) All documentation submitted as part of the Bid shall be "NATO UNCLASSIFIED".

### **3.2. Bid Package Content**

- (71) The complete Bid shall consist of three distinct and separated parts described in the following subparagraphs. Detailed requirements for the structure and content of each of these packages are contained in these Bidding Instructions.
- (72) The Bid Administration Package, containing one (1) hard copy and one soft copy of the documents specified in paragraph 3.4 below.
- (73) The Price Quotation, containing only two (2) hard copies and one soft copy of the Price Quotation specified in paragraph 3.5.
- (74) The Technical Proposal Package, containing one (2) hard copies and one soft copy of the documents specified in paragraph 3.6 below.

**3.3. Package Marking**

(75) The separate parts of the bid shall be placed in outer containers for delivery. All outer containers into which bidding documents are placed shall be opaque or wrapped in opaque paper, sealed and identified with the following markings:

(75.1) Name and address of the Bidder

(75.2) And the following legend

**SEALED BID RFQ-CO-12645-LOG-FS  
BOX X of Y (1 of 3, 2 of 3, etc)  
NOTIFY Mr. Gael Craver (X8387/8306) UPON RECEIPT**

(76) Each of the bid parts placed in the outer container(s) shall be separately wrapped (multiple copies of the same document may be wrapped together), and marked as follows:

(76.1) Name and address of the Bidder,

(76.2) The words "SEALED BID" followed by the reference "RFQ-CO-12645-LOG-FS"; and

(76.3) The appropriate package marking (i.e., Administration Documentation, Price Proposal, and Technical Proposal).

**3.4. Administrative Documentation Package**

(77) The Package shall include the Certificates set forth in Annex to these Bidding Instructions, signed in the original by an authorised representative of the Bidder. The Certificates are as follows:

(77.1) Annex B-1 (Certificate of Legal Name of Bidder).

(77.2) Annex B-2 (Acknowledgement of Receipt of RFQ Amendments).

(77.3) Annex B-3 (Certificate of Independent Determination).

(77.4) Annex B-4 (Certificate of Bid Validity).

(77.5) Annex B-5 (Certificate of Exclusion of Taxes, Duties and Charges).

(77.6) Annex B-6 (Comprehension and Acceptance of Contract Special and General Provisions).

(77.7) Annex B-7 (Disclosure of Requirements for NC3A Execution of Supplemental Agreements) with the prospective text of such Agreements, as applicable.

(77.8) Annex B-8 (Certificate of Compliance AQAP or ISO 9001:2000 or Equivalent) with a copy of the relevant quality certification attached to it.

(77.9) Annex B-9 (List of Prospective Subcontractors).

- (77.10) Annex B-10 (Bidder Background IPR).
- (77.11) Annex B-11 (List of Subcontractor IPR).
- (77.12) Annex B-12 (List of Third Party IPR) and associated copies of license agreements for each Third Party IPR.
- (77.13) Annex B-13 (Certificate of Origin of Equipment, Services, and Intellectual Property).
- (77.14) Annex B-14 (List of Proposed Key Personnel).
- (77.15) Annex B-15 (Per Diem Rates and Kilometric Allowance 2009)
- (77.16) Annex B-16 (Certificate of Independency with ORACLE Belgium)
- (77.17) A CD-ROM containing an electronic version of the documentation stated in paragraphs (77.1) through (77.17) above.

### **3.5. Price Quotation**

#### **3.5.1. Package Contents**

- (78) This envelope must contain the following documentation and media:
  - (78.1) Annex A-1 "Bidding Sheets" and, in annex, the complete set of sheets contained in the electronic file "2-RFQ-CO-12645-LOG FS-Bidding Sheets.xls" submitted as part of this RFQ.
  - (78.2) A CD-ROM containing an electronic version in MS Excel of the documentation stated in paragraph (78.1) above.

#### **3.5.2. General Rules**

- (79) Bidders shall prepare their Price Quotation by completing the Bidding Sheets referred in paragraph (78.1) above, in accordance with the instructions specified in Annex A-2.
- (80) 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. 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 and SRS.
- (81) 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.
- (82) Bidders shall furnish Firm Fixed Prices for all Option Items.
- (83) 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.
- (84) Partial Bids will not be considered.

- (85) 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. In the case of inconsistencies between the electronic version of the Bidding Sheets and the paper "hard copy" of the Bidding Sheets, the "hard copy" will be considered by the Purchaser to have precedence over the electronic version.
- (86) Bidders shall quote in their own national currency. Bidders may also quote in other than their national currency if it can be demonstrated that the bidder is expected to incur equivalent costs in that/those currency/ies, for example through sub-contracts or purchased materials/services. In these cases, a bidder may express his bid price in multiple currencies.
- (87) Bidders are informed that the Purchaser, by virtue of his status stipulated in the provisions of the NC30 Charter, Article 67(e)(3), is exempt from all direct and indirect taxes (e.g., VAT), and all customs duties on merchandise imported or exported. The stated provision reads as follows:

*"Each participating nation undertakes to grant to NC3A under the terms of Articles 9 and 10 of the Ottawa Agreement, exemption from all direct taxes (except rates, taxes and dues which are no more than charges for public utility services) from the taxes on the sale of movable and immovable properties, and from customs and excise duties in respect of equipment imported or exported by NC3A or its appointed agents."*

- (88) Bidders shall therefore exclude from their price bid all taxes, duties and customs charges from which the Purchaser is exempted by international agreement and are required to certify that they have done so through execution of the Certificate at Annex B-5.
- (89) Unless otherwise specified in the instructions for the preparation of bidding sheets, all prices quoted in the proposal shall be on the basis that all deliverable items shall be delivered on the basis of Delivery Duty Paid (DDP) in accordance with the International Chamber of Commerce INCOTERMS.
- (90) 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 will not be considered for evaluation.

### **3.6. Technical Proposal Package**

#### **3.6.1. Envelope Content**

- (91) This envelope must contain the following documentation and media:
- (91.1) Table of Contents. Bidders shall compile a detailed Table of Contents which 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.
- (91.2) Bidder Qualifications. In this section, the Bidder shall provide a list of performance data of at least three contracts/agreements, performed within the last 12 months, substantially similar in scope to the requirements described in this solicitation. The list must specify for each contract/agreement the following details:
- (91.2.1) Reference of the contract (if any).
- (91.2.2) Contract effective date.

- (91.2.3) Date completed.
  - (91.2.4) Description of work/services.
  - (91.2.5) Contract value.
  - (91.2.6) Customer.
  - (91.2.7) Customer Point Of Contact (POC) for verification purposes, specifying name, telephone, and fax.
- (92) Corporate Capabilities. This section shall describe the corporate structure of the Prime Contractor and the administration of the prospective Contract within the overall corporate structure. This section should indicate the chain of authority within the Prime Contractor's organisation from the account manager to contract manager to the Chief Executive Officer. The Bidder shall describe the corporate resources which are available to support the contract which are resident in the organisation of the Prime Contractor but not directly under the authority of the account or contract manager.
- (92.1) The Bidder shall provide a sub-section which identifies the items and services which are to be developed and/or performed by the corporate resources of the Prime Contractor. The Bidder shall identify the location of the production facilities which will be utilized, and/or the source within the corporate organisation of the services and expertise required. For corporate production facilities, the Bidder shall provide analytical evidence that adequate capacity exists in order that the required items may be made within the time schedule of the Prospective Contract. The Bidder shall show existing capital assets and provide a detailed proposal of what additional equipment or facilities will be acquired or constructed in order to meet the Contract schedule. The Bidder shall further provide a description of any retooling efforts required and a time forecast of when these efforts can be completed.
  - (92.2) The Bidder shall also explain the role played by sub-contractors in the performance of the contract and describe relevant sub-contractor arrangements and capabilities.
- (93) Personnel Qualifications. The Bidder shall provide resumes of the proposed individuals to perform services under the prospective Contract and the resumes of the individuals designated as Key Personnel in Annex B-14. For each role identified, the resumes shall meet or exceed the experience and educational criteria stated in the SOW and demonstrate that they have the expected knowledge, capability and experience to meet the requirements of the Contract.
- (94) A CD-ROM containing an electronic version of all the documentation stated above in a format which is best suited for review and maintenance by the Purchaser (e.g., MS Word or Excel).

## **SECTION 4. BID EVALUATION AND CONTRACT AWARD**

### **4.1. General**

- (95) The evaluation of Bids and the determination as to the responsiveness and technical adequacy of the services, products and materials offered will be made by the Purchaser solely on the basis of the requirements specified in this Request For Quotation and the information provided by Bidders. NC3A shall not be responsible for searching, locating or confirming any information, which is not clearly identified and available in the Bid.
- (96) 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.
- (97) The evaluation will be conducted in accordance with BOA Bidding Procedures as set forth in document AC/4-D(2002)002. Evaluation of this RFQ will be conducted in accordance with the "One Envelope" procedure in which only the Technical Proposal of the lowest priced Bid is evaluated for compliance with the requirements of the RFQ.
- (98) The Bidder shall furnish with his Bid all information requested by the Section 3 - Bid Preparation Instructions of this Book I. Significant omissions and/or cursory submissions may result in a determination of non-compliance without recourse to further clarification. The information provided by the Bidder in its proposal shall be to a level of detail necessary for the Purchaser to make an objective determination as to exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this RFQ.
- (99) Partial Bids will be declared non-compliant.
- (100) A Bid shall contain all the documentation and meet all the formal requirements specified in this section to be eligible for award.
- (101) 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 his intentions regarding certain statements contained therein. The purpose of the clarification stage is not to elicit additional information from the Bidder that was not contained in the original submission or to allow the Bidder to supplement cursory answers or omitted aspects of the bid. The Bidder is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to his price quotation at any time.
- (102) The Purchaser reserves the right, during the evaluation and selection process, to verify any statements made concerning experience, facilities, or existing designs or materials by making a physical inspection of the Bidder's facilities and capital assets and/or by interviewing the personnel proposed for the performance of the contract.
- (103) The Purchaser reserves the right to exclude the successful Contractor from the award of this Contract if the Contractor may be in a position to unfairly influence the contract awarded to Oracle Belgium (CO-12512-LOG-FS) for the implementation of the Bi-SC AIS Financial System. The Contractor, its parent

companies and subsidiaries shall therefore have no financial, contractual and legal links with Oracle Belgium.

#### **4.2. Bid Evaluation**

- (104) The evaluation of Bids shall be conducted as follows:
- (104.1) Verification of administrative compliance;
  - (104.2) Identification of lowest Bidder or Bidders, based on the amounts shown in Bidding Sheets(s) (CLIN 1, and sub CLINS); and
  - (104.3) Assessment of compliance with the contractual and technical provisions / specifications. If the lowest Bid or Bids are deemed non-compliant, then, the next lowest Bid will be reviewed for compliance. This procedure will continue until the lowest compliant Bidder or Bidders are identified.

#### **4.3. Administrative Compliance**

- (105) Bids will be reviewed for compliance with the formal requirements for Bid submission as stated in this RFQ and the content of the Administrative Documentation Package. The evaluation of the Administrative Documentation Package will be made on its completeness, conformity and compliance to the requested information. This evaluation is made to determine if a bid complies with the requirements of the Bidding Instructions and Prospective Contract. Specifically, the following requirements shall be verified:
- (105.1) The Bid was received by the Bid Closing Date and Time,
  - (105.2) The Bid is packaged and marked properly,
  - (105.3) The Bid Administration Package contains the documentation listed in paragraph 3.4 above and complies with the formal requirements established in paragraph 3.1 above.
  - (105.4) The Bidder has not taken exception to the Terms and Conditions of the Prospective Contract or has not qualified or otherwise conditioned his offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work.
- (106) A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.
- (107) Bids that are determined to be administratively compliant will proceed to Step 2, Price Evaluation.
- (108) Notwithstanding paragraph (107) above, if it is later discovered in the evaluation of the Technical Proposal or the Price Quotation that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned his offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work, the Bidder may be determined to have submitted a non-compliant bid at the point in time of discovery.

#### **4.4. Price Evaluation**

##### **4.4.1. Bid Compliance**

- (109) Administratively compliant bids will be then assessed for compliance against the following standards:
- (109.1) 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 Preparation of the Bidding Sheets in Annex A-2.
  - (109.2) Detailed pricing information has been provided and is adequate, accurate, traceable, and complete.
  - (109.3) The Price Quotation meets requirements for price realism and balance as described below in paragraph 4.4.3.
- (110) 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.

##### **4.4.2. Basis of Price Comparison**

- (111) 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.
- (112) The Bid Price to be considered for the identification of the lowest bid will be derived from the Grand Total of the Schedule of Supplies and Services calculated as follows:
- (112.1) The Sum of the Fixed Prices Offered for CLIN 1;
  - (112.2) Travels are not included in the firm fixed price but their estimates shall be provided within the bidding sheets and in accordance with the SoW. The additional cost estimates shall be part of the Price Evaluation. They will be reimbursed to the Contractor in accordance with Clause 24 of the Special Contract Provisions. Expenses incurred for travel shall be billed at a cost "not to exceed" economy air or first class rail ticket. Rates of compensation for personal automobile used in travel and of per diem shall be that of a NATO employee as in Annex B-15.
  - (112.3) The representative estimate of the future demand of predetermined options listed under CLIN 2.
- (113) Bidders shall note that for CLIN 2, there are several possible options and combination of options possible concerning the IV&V support services. Bidders shall price each and every option line item presented in the Bidding Sheets. The Purchaser shall select, for evaluation purposes only, the options that will be included as the basis of price evaluation for this CLIN. This information will be specified in the pricing section of the Source Selection Plan, but will not be made available to Bidders.

##### **4.4.3. Price Balance and Realism**

- (114) In those cases in which the prices quoted in relation with this Request For Quotation appear to be unreasonably low in relation to the performance required under the prospective contract and/or the level of effort associated with the tasks, the Purchaser will reserve the right to request the bidder clarifications aimed to demonstrate the rationale for such circumstances.

- (115) Indicators of an unrealistically low Bid may be the following, amongst others:
- (115.1) Labour Costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the Bidder's locality for the types of labour proposed.
  - (115.2) 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.
  - (115.3) Numerous Line Item prices for supplies and services that are provided at no cost or at nominal prices.
- (116) 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:
- (116.1) 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 either remain in the competition and accept the Contract at the offered price, or to withdraw from the competition.
  - (116.2) 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.
  - (116.3) 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.
- (117) 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 (116.1) 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.
- (118) If the Purchaser accepts the Bidder's explanation of mistake in paragraph (116.1) and allows the Bidder to accept the Contract at the offered price, or the Purchaser accepts the Bidder's explanation pursuant to paragraph (116.3) above, the Bidder shall agree that the supporting pricing data submitted with his 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.
- (119) If the Bidder presents a convincing rationale pursuant to paragraph (116.2) 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.

- (120) The Agency reserves the right to request prime contractors, or the subcontractor to separately identify each of the direct/indirect costs, advise why each is required, and provide supporting documentation to substantiate each charge, such as:
- (120.1) Catalogue price lists and any applicable discounts,
  - (120.2) Copies of the subcontractor's orders from others for the same or similar items, including explanations for cost variations,
  - (120.3) Subcontractor's internal cost estimate or documentation of whatever means the subcontractor used to arrive at the charge.
- (121) Once the offered prices have been calculated and checked, the lowest bid will be identified and this bid will be evaluated for compliance with the technical and contractual requirements specified in the RFQ.

#### **4.5. Technical Evaluation**

##### **4.5.1. Contractual Compliance**

- (122) A Bid must be based on strict compliance with the terms, conditions, and requirements of the RFQ and the prospective Contract.
- (123) 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 or the language of the Statement of Work, the Bidder may be determined to have submitted a non-compliant Bid.
- (124) In case of conflict between the information shown in the forms attached to this RFQ, and the detailed evidence or explanations/comments furnished somewhere else in the offer, the detailed evidence/comments shall take precedence for the actual determination of compliance.

##### **4.5.2. Technical Compliance**

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

###### **4.5.2.1. Proposal Formal Compliance**

- (126) The Bidder has included a Table of Contents that meets the requirements established in paragraph (91.1) above.
- (127) The bid includes a CD-ROM containing an electronic version of all the documents included in the technical proposal as stated in paragraph (94) above.

###### **4.5.2.2. Bidder Qualifications**

###### **4.5.2.2.1. Corporate Experience**

- (128) The Bid includes the list of past performance references specified in paragraph (91.2) above and this list complies with the requirements specified in the stated paragraph.

**4.5.2.2.2. Corporate Capabilities**

- (129) The Bid includes the documentation specified in paragraph (92) above. The information and data provided in the stated documentation is complete, accurate, and relevant. The information provided demonstrates that the Bidder possesses adequate corporate capabilities to perform the contract.

**4.5.2.2.3. Personnel Qualifications**

- (130) The Bidder provides the documentation specified in paragraph (93) above. The documentation is complete, accurate, and relevant.
- (131) The information provided by the Bidder demonstrates that the proposed personnel meet the requirements specified in the prospective Contract.
- (132) The Purchaser may perform interviews to the proposed personnel in order to verify their qualification and suitability for the tasks to be performed under the Contract. Interviews will be arranged within a reasonable period of time after notification to the Bidder concerned. Interviews may be conducted over the phone or face-to-face depending on the availability of Purchaser and Bidders' personnel. Bidders' negative or alleged impossibility to participate in the stated interviews will imply their disqualification. Further, Bidders must note that the Purchaser shall not reimburse Bidders for any costs associated with the participation of Bidder's personnel in such interviews.

**Annex A**

1. BIDDING SHEETS

**RFQ-CO-12645-LOG-FS**

On behalf of the firm stated below I hereby offer providing NC3A with the services and deliverables (collectively referred as "ITEMS") set forth in the attached schedules<sup>1</sup>, at the specified prices, and subject to the terms and conditions stated in the referred RFQ.

**Date** : .....

**Signature** : .....

**Name & Title** : .....

**Company** : .....

**Bid Reference** : .....

---

<sup>1</sup> Bidders must fill out, print, and attach to this cover page a hardcopy of the worksheets contained in the file "2-RFQ-CO-12645-LOG FS-Bidding Sheets.xls" that was submitted to them as part of the RFQ package.

## 2. INSTRUCTIONS FOR THE PREPARATION OF BIDDING SHEETS

### INTRODUCTION

Bid pricing requirements as addressed in this Annex are mandatory. Failure to abide to the prescriptions of bid submission referred in this section may lead to the bid being declared non-compliant and not being taken into consideration for award.

### GENERAL REQUIREMENTS

Bidders shall follow the specific instructions provided in each worksheet.  
Bidders shall insert information in all yellow cells.

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.

In preparing the Bidding Sheets, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part.

All metrics (e.g., cost associated with labour) will be assumed to be standard or normalised to 7.6 hour/day, for a five day working week at NATO sites and Contractor facilities located within Europe and 8 hours/day at NATO sites and Contractor facilities located in the United States.

Bidders are advised that ‘auto-calculation’ has been inserted in the electronic copies of the Bidding Sheets. However, Bidders are responsible for ensuring that their figures are correctly calculated and should not rely on the accuracy of the auto-calculation features configured in the spreadsheets.

### STRUCTURE OF BIDDING SHEETS

The Bidding Sheets provided in MS Office Excel format are organised according to the following structure:

1. Section 1. Schedule of Supplies and Services - Firm-Fixed Price requirements
2. Section 2. Schedule of Supplies and Services – Indefinite Delivery / Indefinite Quantity
3. Section 3: Schedule of Forward Labour Rates
4. Section 4: Travels Estimates

### FILLING SECTION 3 (SCHEDULE OF FORWARD LABOUR RATES)

This section corresponds to the Schedule of Forward Labour Rates of the prospective Contract. This sheet detailed schedules showing the rates used to calculate the Contract Line Items (CLINs) included within the scope of the contract (Sections 1 and 2).

Prices shall be INCOTERM 2000: DDP at the destination specified in the schedule for each CLIN, unless otherwise specified.

Bidders shall provide prices for all items specified in the Schedule.

### FILLING SECTION 4 (TRAVELS ESTIMATES)

This section corresponds to the travels estimates for the duration of the prospective Contract. This sheet detailed the estimated cost for travels and associated per diem.

Expenses incurred for travel shall be billed at a cost “not to exceed” economy air or first-class rail ticket. Rates of compensation for a personal automobile used in travel and of per-diem shall be that of a NATO employee as cited in the NATO rates charts (Annex B-15).

NATO UNCLASSIFIED

RFQ-CO-12645-LOG-FS

Travels estimates shall not be part of the firm fixed price but shall be included in the Price Evaluation. Bidders shall provide estimated costs for all the items specified in the Schedule.

NATO UNCLASSIFIED

**Annex B Prescribed Administrative Forms and Certificates**

1. CERTIFICATE OF LEGAL NAME OF BIDDER

FULL NAME OF CORPORATION: \_\_\_\_\_

DIVISION (IF APPLICABLE): \_\_\_\_\_

SUB DIVISION (IF APPLICABLE): \_\_\_\_\_

OFFICIAL MAILING ADDRESS \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

TELEFAX No: \_\_\_\_\_

*POINT OF CONTACT REGARDING THIS BID:*

NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

*ALTERNATIVE POINT OF CONTACT:*

NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Title & Printed Name

\_\_\_\_\_  
Company

2. ACKNOWLEDGEMENT OF RECEIPT OF RFQ AMENDMENTS

I confirm that the following amendments to Request For Quotation n° RFQ-CO-12645-LOG FS have been received and the Bid, as submitted, reflects the content of such amendments.

Amendment no.	Issue Date	Date of Receipt	Initials

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Title & Printed Name

\_\_\_\_\_  
Company

3. CERTIFICATE OF INDEPENDENT DETERMINATION

It is hereby stated that:

1. We have read and understand all documentation issued as part of RFQ-CO-12645-LOG FS. Our Bid submitted in response to the referred solicitation is fully compliant with the provisions of the RFQ and the prospective contract.
2. Our 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;
3. The contents of our 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
4. 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.

**Date** : .....

**Signature** : .....

**Name & Title** : .....

**Company** : .....

**Bid Reference** : .....

4. 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 nine (9) months from the Bid Closing Date of this Request For Quotation.

---

Date

---

Signature of authorised representative

---

Title & Printed Name

---

Company

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

---

Title & Printed Name

---

Company

6. COMPREHENSION AND ACCEPTANCE OF CONTRACT SPECIAL AND GENERAL PROVISIONS

The Bidder hereby certifies that he has reviewed the Special Contract Provisions and the NC30 General Provisions set forth in the Prospective Contract, Book II of this Request For Quotation. 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 and General Provisions if awarded the contract as a result of this Request For Quotation.

---

Date

---

Signature of authorised representative

---

Title & Printed Name

---

Company

7. DISCLOSURE OF REQUIREMENTS FOR NC3A EXECUTION OF SUPPLEMENTAL AGREEMENTS

I, the undersigned, as an authorised representative of \_\_\_\_\_, certify the following statement:

All supplemental agreements, defined as agreements, documents and/or permissions outside the body of the Contract but are expected to be required by my Government, and the governments of my subcontractors, to be executed by the NC3A as a condition of my firm's performance of the Contract, have been identified, as part of the Bid.

These supplemental agreements are listed as follows:

1.

Examples of the terms and conditions of these agreements have been provided in our Offer. 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. 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.

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).

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 NC3A to determine the submitted bid to be non-compliant with the requirements of the RFQ;

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

\_\_\_\_\_  
Title & Printed Name

\_\_\_\_\_  
Company

8. CERTIFICATE OF COMPLIANCE AQAP OR ISO 9001:2000 OR EQUIVALENT

I, the undersigned, as an authorised representative of \_\_\_\_\_ (Company),:  
possesses and applies Quality Assurance Procedures/Plans that are equivalent to the AQAP 2110 or ISO  
9001:2000 as evidenced through the attached documentation<sup>2</sup>.

---

Date

---

Signature of authorised representative

---

Title & Printed Name

---

Company

---

<sup>2</sup> Bidders must attach copies of any relevant quality certification.

9. LIST OF PROSPECTIVE SUBCONTRACTORS

Name and Address of Sub-Bidder	DUNS Number <sup>3</sup>	Primary Location of Work	Items/Services to be Provided	Estimated Value of Sub-Contract

**Date** : .....

**Signature** : .....

**Name & Title** : .....

**Company** : .....

**Bid Reference** : .....

<sup>3</sup> Data Universal Numbering System (DUNS). Bidders are requested to provide this data in order to help NC3A to correctly identify Subcontractors. If a Subcontractor's DUNS is not known this field may be left blank.

10. BIDDER BACKGROUND IPR

I, the undersigned, as an authorised representative of Bidder \_\_\_\_\_ warrant, represent, and undertake that:

- 1. The Contractor Background IPR specified in the table below will be used for the purpose of carrying out work pursuant to the prospective Contract.

Item	Description

- 2. The stated Bidder has and will continue to have, for the duration of the prospective Contract, all necessary rights in and to the Background IPR specified above.
- 3. The Background IPR stated above complies with the terms specified in Clause 23 of the Special Contract Provisions and shall be licensed to the Purchaser according to the terms and conditions specified in the prospective Contract, and more particularly, in accordance with Clause 24 of the Special Contract Provisions and Clause 40 of the NC30 General Contract Provisions.

**Date** : .....

**Signature** : .....

**Name & Title** : .....

**Company** : .....

**Bid Reference** : .....



12. LIST OF THIRD PARTY IPR

I, the undersigned, as an authorised representative of Bidder \_\_\_\_\_ warrant, represent, and undertake that:

- 1. The Third Party IPR specified in the table below will be used for the purpose of carrying out work pursuant to the prospective Contract.

IPR Description	Remarks/Description <sup>4</sup>

- 2. The stated Bidder has and will continue to have, for the duration of the prospective Contract, all necessary rights in and to the IPR specified above necessary to perform the Contractor’s obligations under the Contract
- 3. The Third Party IPR stated above complies with the terms specified in Clause 15 of the Special Contract Provisions and shall be licensed to the Purchaser according to the terms and conditions specified in the prospective Contract, and more particularly, in accordance with Clauses 15 and 16 of the Special Contract Provisions.

**Date** : .....

**Signature** : .....

**Name & Title** : .....

**Company** : .....

**Bid Reference** : .....

---

<sup>4</sup> Bidders must provide the exact scope of license that will be granted to the Purchaser, which must comply with the stipulations of the prospective Contract. Where Third Party IPR is the subject of a license or other agreement between the third party and the Purchaser or the Contractor a copy of the stated license agreement must be attached.

**13. CERTIFICATE OF ORIGIN OF EQUIPMENT, SERVICES, AND INTELLECTUAL PROPERTY**

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

1. None of the work, including project design, labour and services shall be performed other than by firms from and within participating NATO member countries;
2. 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 provisioned and replaced as an entity); and
3. 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 Bidder to firms, individuals or Governments other than within the NATO member countries.

**Date** : .....

**Signature** : .....

**Name & Title** : .....

**Company** : .....

**Bid Reference** : .....

## 14. LIST OF PROPOSED KEY PERSONNEL

<b>Position</b>	<b>SOW/Work Package Reference</b>	<b>Labour Category</b>	<b>Name</b>	<b>Designation Period</b>
Project Manager	6.1			EDC until contract expiration date
Technical Lead	6.2			EDC until contract expiration date
IPSAS IV&V Expert	6.3			EDC until contract expiration date
Quality Assurance Manager	6.4			EDC until contract expiration date
Configuration Manager	6.5			EDC until contract expiration date
Oracle DBA	6.6			EDC until contract expiration date
Oracle ERP Expert	6.7			EDC until contract expiration date



16. CERTIFICATE OF INDEPENDENCY WITH ORACLE BELGIUM

The Bidder certifies that he and its parent companies and subsidiaries have no financial, contractual and legal links with ORACLE Belgium.

---

Date

---

Signature of authorised representative

---

Title & Printed Name

---

Company