

NATO UNCLASSIFIED

INVITATION FOR BID IFB-2014-0IS7001-IPEAC

**Provide a Core Information Services for Command and
Control Independent Performance Evaluation and
Assessment Capability (IPEAC)**

Project Serial No.: 2014/0IS07001

BIDDING INSTRUCTIONS

27 feb 15

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TABLE OF CONTENTS

SECTION 1 INTRODUCTION..... 3

SECTION 2 GENERAL BIDDING INFORMATION 6

SECTION 3 BID PREPARATION INSTRUCTIONS..... 15

SECTION 4 BID EVALUATION AND CONTRACT AWARD 22

ANNEX A BIDDING SHEETS..... 26

ANNEX B PRESCRIBED ADMINISTRATIVE FORMS AND CERTIFICATES 30

ANNEX C BID PACKAGE MARKINGS..... 45

SECTION 1 INTRODUCTION

1.1. Purpose

- 1.1.1 The purpose of this Invitation for Bid (IFB) is to award a contract to provide an Independent Performance Evaluation and Assessment Capability (IPEAC).
- 1.1.2 The scope of this project is included in serials 2014/OIS07001 under the Capability Package "Provide Core Information Services for Command and Control" (9C0150).
- 1.1.3 The goal of the contract is to engage a consultant partner that will support the Host Nation in the establishment and execution of an independent performance evaluation and assessment of the CP0150 implementation projects.

1.2. Scope

- 1.2.1. The Contract resulting from this IFB is intended to cover for the provision of project monitoring and assessment support services for a basic contract period of 3 years (Ramp-Up and First Execution Stage as defined in the SOW. It is envisioned that, given successful performance of the capability and services covered under the first period (3 years) and subject to the authorisation of the NATO Investment Committee, the contract may be further extended for up to another period of 3 years.
- 1.2.2. The Bidder is required to submit average priced labour rates for the period 2015-2017 with the bid. These rates shall correspond to the labour profiles specified in the SOW. These rates will be evaluated as part of the selection process and will be incorporated by reference into the contract with the successful bidder. Further, such labour rates will be used as a pricing basis for future Task Orders, changes and amendments to the contract.
- 1.2.3. More details about the scope of the Contract can be found in the Contract Provisions and the Statement of Work.

1.3. Governing rules, eligibility and Exclusion Provisions

- 1.3.1. This solicitation is an International Invitation for Bid and is issued in accordance with the procedures for International Competitive Bidding set forth in the NATO document AC/4-D/2261 (1996 Edition). Pursuant to these procedures, bidding is restricted to companies from participating NATO member nations for which a Declaration of Eligibility has been issued by their respective government authorities.
- 1.3.2. Evaluation Method

- 1.3.2.1. The evaluation method to be used in the selection of the successful bidder under this solicitation will follow the Lowest-price compliant bidder Procedures set forth in AC/4-D/2261.
- 1.3.2.2. The detailed bid evaluation procedures are described in SECTION 4 below.
- 1.3.3. This Invitation for Bid will not be the subject of a public Bid opening.
- 1.3.4. The Bidder shall refer to the Purchaser all queries for resolution of any conflicts found in information contained in this document in accordance with the procedures set forth in paragraph 2.6 "Request for IFB Clarifications".
- 1.3.5. Prospective Bidders must note the contracting limitations established in Clause 43 of the Contract Provisions of the Contract regarding the participation in future contracts for CP 9C0150 related consultancy, hardware or software implementation products and services. Bidders must also note that future IFBs for CP 9C0150 Projects will contain language limiting the participation of firms in these projects in those cases in which a real or apparent Conflict of Interest exists. As stated in Clause 43 of the Contract Provisions:

The Contractor and its Sub-contractors shall be excluded from award of future contracts for consultancy, hardware or software implementation under the CP 9C0150, no matter how many contracts each project may imply later on.

This exclusion clause also apply to any parent companies or subsidiaries of the Contractor unless the parent company or its subsidiaries provide proof that they operate as a separate legal entity in a completely distinguishable and different business domain from that of the IPEAC Contract.

1.4. Security

- 1.4.1. This Invitation for Bid has been classified as NATO UNCLASSIFIED.
- 1.4.2. Contractor will be required to handle and store classified material to the level of "NATO CONFIDENTIAL". The Contractor shall have the appropriate facility and personnel clearances. Bidders must attach a certificate confirming this point. 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.
- 1.4.3. Contractor personnel working at NATO sites are required to possess a security clearance of "NATO SECRET". Bidders must attach a certificate

confirming this point. 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.

- 1.4.4. 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.

1.5. Bidders Conference

- 1.5.1. As stated in the Notification of Intent (item 18), the Host Nation does not intend to convene a Bidders' Conference for this bidding process. However if the number and importance of the requests for clarification received so advises, the Host Nation could decide to issue a calling notice to the eligible bidders with a reasonable time in advance.

SECTION 2 GENERAL BIDDING INFORMATION

2.1. Definitions

2.1.1. In addition to the definitions and acronyms set in the Clause entitled "Definitions" of the Contract Provisions, the following terms and acronyms, as used in this Invitation for Bid shall have the meanings specified below:

- 2.1.1.1. "Bidder": a firm, consortium, or joint venture that has been declared eligible and 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 Host Nation Spain 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.
- 2.1.1.2. "Compliance": strict conformity to the requirements and standards specified in this IFB and its attachments.
- 2.1.1.3. "Contractor": the awardee of this solicitation of offers, which shall be responsible for the fulfilment of the requirements established in the contract.
- 2.1.1.4. "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.
- 2.1.1.5. "Quotation" or "Bid": a binding offer to perform the work specified in the attached Contract.
- 2.1.1.6. "IFB": Invitation for Bid.

2.2. Eligibility and Origin of Equipment and Services

2.2.1. As stated in paragraph 1.3.1 above only firms from a Participating Country are eligible to engage in this competitive Bidding process. In addition, all contractors, sub-contractors and manufacturers, at any tier, must be from Participating Countries.

- 2.2.2. None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.
- 2.2.3. Unless otherwise authorised by the terms of the Contract, the Intellectual Property Rights to all documentation 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. All Bids shall be written solely in English and in the possession of the Purchaser at the address given below in paragraph 2.3.2 before 1400 hours (Madrid Time) on 10 April 2015, at which time and date Bidding shall be closed.
- 2.3.2. Bids shall be delivered to the following address by Post or Hand Carried Service or Courier:

Dirección General de Armamento y Material
Subdirección General de Adquisiciones
Área de Contratación Internacional
Paseo de la Castellana 109
28071 - Madrid
SPAIN
- 2.3.3. Bids submitted by electronic means are not permitted and will not be considered. Bidders shall note that electronic copies of their Bid are required to be submitted with their "hard copy".
- 2.3.4. 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.

2.3.5. Late Bids

- 2.3.5.1. Bids which are delivered to the Purchaser after the specified time and date set forth above for Bid Closing are "Late Bids" and shall not be considered for award. Such Bids will be returned unopened to the Bidder at the Bidder's expense unless the Purchaser can determine that the Bid in question meets the criteria for consideration as specified below.
- 2.3.5.2. Consideration of Late Bid – The Purchaser considers that it is the responsibility of the Bidder to ensure that the Bid submission arrives by the specified Bid Closing time. 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:

2.3.5.2.1. A contract has not already been awarded pursuant to the Invitation for Bid, and

2.3.5.2.2. The Bid was sent to the address specified in the IFB 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

2.3.5.2.3. 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 Office of the Deputy Director of Acquisition and the failure to be received by the Contracting Authority was due to mishandling within the Purchaser's organisation.

2.3.5.2.4. 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

2.4.1. Bidders are informed that requests for extension to the closing date for the IFB shall be submitted only via the point of contact indicated in paragraph 2.5.1 below.

2.4.2. 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

2.5.1. The Purchaser point of contact for all information concerning this Invitation for Bid is:

Dirección General de Armamento y Material
Subdirección General de Adquisiciones
Área de Contratación Internacional
E-mail: sdg_adquisiciones@mde.es

2.5.2. All correspondence related to the IFB will be forwarded to:

Dirección General de Armamento y Material
Subdirección General de Adquisiciones
Área de Contratación Internacional
Paseo de la Castellana 109
28071 - Madrid
SPAIN

E-mail: sdg_adquisiciones@mde.es

2.6. Request for IFB Clarifications

- 2.6.1. Bidders, during the solicitation period, are encouraged to query and seek clarification of any matters of a contractual, administrative and technical nature pertaining to this IFB.
- 2.6.2. All questions and requests for clarification must be submitted in writing by e-mail. Such questions shall be forwarded to the point of contact specified in paragraph 2.5.1 above and shall arrive not later than twenty eight (28) 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 IFB for additional clarification except as noted in 2.6.3 below.
- 2.6.3. 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 fourteen (14) calendar days before the established Bid Closing Date.
- 2.6.4. 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 noncompliance.
- 2.6.5. 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.
- 2.6.6. The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the Invitation for Bid. Amendment to the language of the IFB included in the answers shall be incorporated by the Bidder in his offer.

2.7. Requests for Waivers and Deviations

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

2.8. Amendment of the Invitation for Bid

- 2.8.1. The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the IFB 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.
- 2.8.2. The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders to prepare a proper Bid within the allotted time. The Purchaser may extend the "Bid Closing Date" at its discretion and such extension will be set forth in the amendment document.
- 2.8.3. 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 IFB 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

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

2.9.4. Except as provided in paragraph 2.10.4.2 below, a Bidder may withdraw its Bid after Bid Opening only by forfeiture of the Bid Guarantee.

2.10. Bid Validity

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

2.10.2. In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex 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.

2.10.3. The Purchaser will endeavour to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all Bids which remain under consideration for award.

2.10.4. Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:

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

2.10.4.2. 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.

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

2.11. Bid Guarantee

2.11.1. The Bidder shall furnish with his Bid a guarantee in an amount equal to fifty Thousand Euros (€ 50,000). The Bid guarantee shall be made payable to SUBDIRECCION GENERAL DE ADQUISICIONES DE LA DGAM, NIF S-2822002-H and shall be either in the form of a Bank Guarantee deposited in the Spanish "CAJA GENERAL DE DEPOSITOS" or in the form of a First Demand Guarantee (GARANTIA A PRIMERA DEMANDA) deposited in an Spanish Bank (Branch Office Abroad is permitted) of solid reputation.

2.11.2. In the case of a First Demand Guarantee, payment shall be made to the Purchaser without question and upon first demand by the Purchaser against a certificate from the Purchaser's Contracting Authority that the Contractor has not fulfilled its obligations under the

Contract. The Contractor shall have no right to enjoin or delay such payment.

2.11.3. If the Bid Closing Date is extended after a Bidder's financial institution has issued a Bid Guarantee, it is the obligation of the Bidder to have such Bid Guarantee (and confirmation, as applicable) extended to reflect the revised Bid Validity date occasioned by such extension.

2.11.4. Failure to furnish the required Bid Guarantee in the proper amount, and in the proper form and for the appropriate duration by the Bid Closing Date may be cause for the Bid to be determined non-compliant.

2.11.5. Bid Guarantees will be returned to Bidders as follows:

2.11.5.1. 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);

2.11.5.2. to all other unsuccessful Bidders within thirty (30) days following the award of the contract to the successful Bidder;

2.11.5.3. to the successful Bidder upon submission of the Performance Guarantee required by the Contract.

2.11.5.4. pursuant to paragraph 2.10.4.2 above.

2.12. Cancellation of Invitation for Bid

2.12.1. The Purchaser may cancel, suspend or withdraw for re-issue at a later date this IFB 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 IFB.

2.13. Electronic Transmission of Information and Data

2.13.1. The Purchaser will endeavour to communicate answers to requests for clarification and amendments to this IFB to the prospective Bidders as soon as practicable.

2.13.2. Bidders are cautioned that the Purchaser will rely exclusively on electronic mail communication to manage all correspondence related to this IFB, including IFB amendments and clarifications.

2.14. Supplemental Agreements

- 2.14.1. 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.
- 2.14.2. Supplemental Agreements are typically associated with, but not necessarily limited to, national export control regulations, technology transfer restrictions and end user agreements.
- 2.14.3. 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 cannot be accomplished or basic contract principles and Purchaser rights have been abridged.

2.15. Notice of Limitations on Use of Intellectual Property Delivered to the Purchaser

- 2.15.1. Bidders are instructed to review Clause 28 of the Contract Provisions. This Clause sets forth the definitions, terms and conditions regarding the rights of the Parties concerning Intellectual Property developed and/or delivered under this contract or used as a basis of development under this contract.
- 2.15.2. Bidders are required to disclose, in accordance with Annex B-10, Annex B-11, Annex B-12 and Annex B-13, the Intellectual Property proposed to be used by the Bidder that will be delivered with either Background Intellectual Property Rights or Third Party Intellectual Property Rights. Bidders are required to identify such Intellectual Property and the basis on which the claim of Background or Third Party Intellectual Property is made.
- 2.15.3. Bidders are further required to identify any restrictions on Purchaser use of the Intellectual Property that is not in accordance with the definitions and rights set forth in Clause 28, or any other provision of the Contract concerning use or dissemination of such Intellectual Property.
- 2.15.4. Bidders are advised that restrictions on use or dissemination of Intellectual Property conflicting with Clause 28 or with the objectives and purposes of the Purchaser as stated in the Prospective Contract may result a determination of non-compliant bid.

2.16. Mandatory Quality Assurance and Quality Control Standards

- 2.16.1. 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 or has past experience in applying ISO 9001:2008 to at least one similar project with a scope of three (3) years or more and cost over 1.3M€ in NATO or in national defence environments. Bidders must attach a certificate of the project customer, stating this point.
- 2.16.2. Bidders shall further demonstrate that such regime is applied within the Bidder's internal organisation as well as extended to its relationships with subcontractors. Failure to execute this Certificate or to provide documentary evidence of compliance with this requirement may result in a determination of noncompliance for the submitted bid.

SECTION 3 BID PREPARATION INSTRUCTIONS

3.1. General

- 3.1.1. Bidders shall prepare and submit their Bid in accordance with the requirements and format set forth in this IFB. Compliance with all bid submission requirements is mandatory. Failure to submit a bid in conformance with the stated requirements may result in a determination of non-compliance by the Purchaser and the elimination of the bid from further consideration.
- 3.1.2. Bidders shall not simply restate the IFB requirements. A Bid shall demonstrate that a Bidder understands the terms, conditions and requirements of the IFB and its ability to provide all the services and deliverables of the prospective Contract.
- 3.1.3. The Bid shall provide the level of detail necessary for the Purchaser to make an objective assessment of what is being offered and whether such an offer meets the requirements of the Prospective Contract. Bidders are advised that Bids that fail to provide such a level of detail or that address salient aspects of the IFB in a cursory manner may be declared non-compliant without recourse to further clarification.
- 3.1.4. All requirements stated in this IFB are mandatory and the failure to comply with any of those may result in a determination of non-compliance of the Bid by the Purchaser.
- 3.1.5. Bidders are informed that Partial Bids will be declared non-compliant.
- 3.1.6. 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.
- 3.1.7. Bidders shall deliver documentation in an electronic format which is best suited for review and maintenance by the Purchaser (Text in MS Word, Project Schedules in MS Project format and spreadsheets in MS Excel).
- 3.1.8. All documentation submitted as part of the Bid shall be "NATO UNCLASSIFIED".
- 3.1.9. All documentation submitted as part of the Bid shall be solely in English. In case an original certificate or external document is in a different language and does not include an English version, a certified translation must be attached. In the event of a discrepancy between the electronic and hard copies of the Bid documentation to be provided in accordance with paragraph 3.2 below, the hard copy will be considered as the authoritative Bid document for the purpose of evaluation and takes precedence.

3.2. Bid Package Content

- 3.2.1. The complete Bid shall consist in 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.
- 3.2.2. The Bid Administrative Documentation Package, containing one (1) hard copy and one (1) electronic copy of the documents specified in paragraph 3.4 below.
- 3.2.3. The Price Quotation, containing only two (2) hard copies and one (1) electronic copy of the Price Quotation specified in paragraph 3.5.
- 3.2.4. The Technical Proposal as specified below. Each part shall be in a separate binder or file for ease of segregation and handling.
 - 3.2.4.1. Bidder Qualifications, as described in 3.6.2 below, in two (2) hard copies and two (2) electronic copies.
 - 3.2.4.2. Draft Project Management Plan, as described in 3.6.3 below, in two (2) hard copies and two (2) electronic copies.
- 3.2.5. In addition, the Purchaser reserves the right to request and incorporate the following into its bid evaluation:
 - 3.2.5.1. Interviews of the proposed Key Personnel/Project Leader (to take place in Madrid at the Purchaser's premises).

3.3. Package Marking

- 3.3.1. The separate parts of the bid shall be placed in one outer container for delivery. The correct address for postal delivery is included as Annex C-1. If the bid volume requires multiple containers, all outer containers into which bidding documents are placed, identified with the address described in Annex C-1 plus a marking indicating the box number and the total number of boxes containing the bid. E.g.: BOX 1 of (Number of boxes), BOX 2 of (Number of boxes), ...
- 3.3.2. Inside the outer container, all the bid parts will be placed in an internal container, envelope or packaging which shall be opaque or wrapped in opaque paper, sealed and marked as indicated in Annex C-2. Each of the bid parts inside the internal container shall be separately wrapped (multiple copies of the same document will be wrapped together), and marked as follows:
 - 3.3.2.1. Name and address of the Bidder,
 - 3.3.2.2. The words "SEALED BID" followed by the reference "IFB-2014-0IS07001-IPEAC"; and

- 3.3.2.3. The appropriate package marking (i.e. Administrative Documentation, Price Proposal, Technical Proposal).

3.4. Administrative Documentation Package

- 3.4.1. The Package must include the original of the Bid Guarantee required by paragraph 2.11 of the Bidding Instructions. Bidders are reminded that the Bid Guarantee shall reflect any extensions to the Bid Validity Date due to extensions in the Bid Closing Date.

- 3.4.2. 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:

- 3.4.2.1. Annex B-1 (Certificate of Legal Name of Bidder)
- 3.4.2.2. Annex B-2 (Acknowledgement of Receipt of IFB Amendments)
- 3.4.2.3. Annex B-3 (Certificate of Independent Determination)
- 3.4.2.4. Annex B-4 (Certificate of Bid Validity)
- 3.4.2.5. Annex B-5 (Certificate of Exclusion of Taxes, Duties and Charges)
- 3.4.2.6. Annex B-6 (Comprehension and Acceptance of Contract Provisions)
- 3.4.2.7. Annex B-7 (Disclosure of Requirements for Purchaser Execution of Supplemental Agreements) with the prospective text of such Agreements, as applicable.
- 3.4.2.8. Annex B-8 (Certificate of Compliance AQAP-2110 or ISO 9001:2008) with a copy of the relevant quality certifications attached to it.
- 3.4.2.9. Annex B-9 (List of Prospective Subcontractors)
- 3.4.2.10. Annex B-10 (Bidder Background IPR)
- 3.4.2.11. Annex B-11 (List of Subcontractor IPR)
- 3.4.2.12. Annex B-12 (List of Third Party IPR) and associated copies of license agreements for each Third Party IPR.
- 3.4.2.13. Annex B-13 (Certificate of Origin, Availability of Service and Intellectual Property)
- 3.4.2.14. A media containing an electronic version of the documentation stated in paragraphs 3.4.2.1 through 3.4.2.13 above.

3.5. Price Quotation

- 3.5.1. Package Contents

3.5.1.1. This envelope must contain the following documentation and media:

3.5.1.1.1. Annex A-1 "Bidding Sheets" and, in annex, the complete set of sheets contained in the electronic file "2-IFB-2014-0IS07001-IPEAC-Bidding Sheets.xls" submitted as part of this IFB.

3.5.1.1.2. A media containing an electronic version in MS Excel of the documentation stated in paragraph 3.5.1.1.1 above.

3.5.2. General Rules

- 3.5.2.1. BIDDERS ARE INFORMED THAT THE TOTAL FIRM FIXED PRICE QUOTATION FOR THE SCOPE OF THE INTENDED CONTRACT (FIRST STAGE – THREE YEARS) SHALL NOT EXCEED THE AMOUNT OF **ONE MILLION THREE HUNDRED AND NINETY ONE THOUSAND TWO HUNDRED AND FIFTY EURO (€ 1,391,250)**. This is the "not-to-exceed" cost based on the 125% of the authorised amount. Bids submitted in excess of this figure will be determined to be non-compliant and eliminated from further consideration. The Contract award to a Bid in excess of € 1,113,000 will be subject to a further Investment Committee authorisation.
- 3.5.2.2. Bidders shall prepare their Price Quotation in Euros by completing the Bidding Sheets referred in paragraph 3.5.1.1.1 above, in accordance with the instructions specified in Annex A-2.
- 3.5.2.3. The structure of the Bidding Sheets shall not be changed nor should any quantity or item description in the Bidding Sheets. The prices provided in the Contract Firm Fixed Price portion of the Bidding Sheets shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the IFB documentation including but not limited to those expressed in the SOW.
- 3.5.2.4. The prices provided in the Expert Consultant Rates shall be intended as the comprehensive rate in euros per man-hour for each of the three labour categories described. The rates will be applicable with no price revision along the three years of contract to any Task Order or other cost calculation as required.
- 3.5.2.5. The Price Evaluation portion of the Bidding Sheets is not to be filled-in or modified by the Bidder. Its contents are automatically calculated from the data filled in the other portions by the Bidder.
- 3.5.2.6. 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.

- 3.5.2.7. Bidders are informed that the Purchaser, by virtue of the Spanish Real Decreto (RD) 160/2008 is exempt from all direct taxes (incl. VAT) on services and merchandise imported or exported.
- 3.5.2.8. Bidders shall therefore exclude from their price bid all taxes, duties and customs charges from which the Purchaser is exempted and are required to certify that they have done so through execution of the Certificate at Annex B-5.
- 3.5.2.9. The 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.
- 3.5.2.10. No indication disclosing or contributing to disclose the Bid Price shall be made part of the Bid Administration Package or the Technical Proposal. Failure to abide to this prescription may result in the bid being declared non-compliant.

3.6. Technical Proposal Package

The Technical Proposal Package shall demonstrate the capability of the Bidder to execute the intended project. To this end, it must include the relevant information to allow the Purchaser to assess the compliance of the requirements stated in this IFB. The Technical Proposal Package will include sections addressing at least the following aspects:

3.6.1. Bidder's understanding of the project

The Bid shall describe the overall concept of the work to be performed, including the proposed method and initial tools intended to collect, structure, analyse and report relevant information about the execution status of projects in CP 9C0150.

3.6.2. Bidder's Qualifications

- 3.6.2.1. The Bid will describe the Bidding Team composition (if applicable), including the identification of the Prime Contractor and known sub-contractors for the project. For each company, the Bid must describe the nation of origin and the expected contribution for the execution of the project. All companies shall include a declaration of agreement to participate in the Bidding Team and stating whether or not they are now in receivership or have filed with legal authorities for protection from creditors.

3.6.2.2. Corporate references

The Bidder shall provide at least one reference of a project of similar scope, size and complexity, successfully performed in the past five (5) years. The reference project shall be supported by a customer-signed letter or certificate, including the position of the undersigned and a contact e-mail or phone number.

3.6.2.3. Corporate resources

The Bidder shall include at least five (5) sample CVs at the Team Expert level covering all seven (7) Core Skills described in section 7.2.1. of the Statement of Work. One CV may be used to cover not more than two (2) Core Skills. Those CVs do not imply the commitment by the Bidder to assign any specific individuals to the performance of the contract. However the successful Bidder shall be prepared to perform relevant tasks as required with resources of equivalent professional qualification.

3.6.3. Draft Project Management Plan

The Bid shall include a draft Project Management Plan (PMP) developed following PRINCE2 methodology tailored in accordance with the size and complexity of the required work. The draft PMP will be reviewed with the Purchaser and the NATO Project Officer during the initial Ramp-Up Quarter to be approved as the formal PMP. The draft PMP shall address at least the following aspects:

3.6.3.1. Project Management Structure

The Bid shall describe the Bidding Team organisation, the Project Manager, the Contractor representative, and its relationship with the corporate management. The description shall reflect how the required resources will be secured from the existing corporate capacity.

3.6.3.2. Project Master Schedule

The Project Master Schedule will describe relevant activities, milestones and tasks to be performed. The overall milestone structure shall be coherent with the mandatory schedule of Quarterly and Annual deliveries.

3.6.3.3. Resources Management

Along the duration of the IPEAC Contract, the projects in CP 9C0150 will progress in accordance with its own schedule. The performance of the Contract will require a dynamic and flexible use of the Contractor capability to assign specific expert resources whenever required. The Resources Management processes shall be described in the draft PMP to assess the Bidder capability to perform the project tasks in a timely manner. The Bid shall also nominate the proposed Project Leader as Key Personnel including a detailed CV and copy of the relevant certifications.

3.6.3.4. Product Planning and Configuration Management

The Product Planning shall include product descriptions, product breakdown structure and product flow diagrams showing the proposed preparation and delivery of the project products.

The Bid shall describe the configuration management processes related with the preparation of periodic products, its review and correction, presentation and storage in a project repository.

3.6.3.5. Quality Management

The PMP shall include a draft Quality Management Plan prepared in accordance with AQAP-2110. Bidders are reminded that AQAP-2110 is more demanding than ISO 9001 and that the additional requirements shall be applied to the proposed Quality Management Plan.

3.6.3.6. Issues and Risk Management

The draft PMP shall describe proposed processes to identify, record, evaluate, manage, monitor and report risks.

It shall also propose processes to capture and log project issues, assess impact and take corrective action as required.

SECTION 4 BID EVALUATION AND CONTRACT AWARD

4.1. General

- 4.1.1. The evaluation of Bids will be made by the Purchaser solely on the basis of the requirements specified in this Invitation for Bid.
- 4.1.2. All bids will be evaluated solely using the evaluation criteria and requirements contained herein. Technical Proposals will be evaluated strictly against the technical criteria and not against other Technical Proposals submitted.
- 4.1.3. The evaluation of bids and the determination as to the Lowest-price compliant Bid will be based only on that information furnished by the Bidder and contained in his Bid. The Purchaser shall not be responsible for locating or securing any information that is not identified in the Bid.
- 4.1.4. The Bidder shall furnish with his Bid all information requested by the Purchaser in SECTION 3 BID PREPARATION INSTRUCTIONS. 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 fully comprehend exactly what the Bidder proposes to furnish as well as his approach and methodologies.
- 4.1.5. 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 assessment of the bid 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.
- 4.1.6. 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. This includes the right to validate, by physical inspection, the facilities and assets of proposed subcontractors.
- 4.1.7. The evaluation will be conducted in accordance with NATO Infrastructure Bidding Procedures as set forth in the document, and the lowest-price compliant bid evaluation procedures set forth in AC/4-D/2261,

“Procedures for International Competitive Bidding (1996 Edition)”. The bid evaluation methodology to be followed was agreed by the NATO Investment Committee.

4.2. Evaluation Procedure

4.2.1. Bid Evaluation Overview

- 4.2.1.1. The contract resulting from this IFB will be awarded to the Bidder whose conforming offer provides the (One Step – One Envelope) Lowest-Price Compliant Bid to NATO, as evaluated by the Purchaser in compliance with the requirements of this IFB and according to the evaluation method specified in this Section.
- 4.2.1.2. The evaluation will be conducted in accordance with NATO Infrastructure International Competitive Bidding Procedures as set forth in document AC/4-D/2261 (1996 Edition). Evaluation of this IFB will be conducted in accordance with the “One Envelope” procedure in which the Bid Administration part and Price Quotation of each Bidder are evaluated first, and only the Technical Proposal of the apparent lowest priced Bid is evaluated for compliance with the technical requirements of the IFB.
- 4.2.1.3. Bidders that are determined to have submitted non-compliant Bids will be so notified and will have an opportunity, via their National Delegation, to challenge such a determination in accordance with the NATO Infrastructure Bidding Procedures. In such a case the Technical Proposal of the Bidder who has submitted the apparent second lowest priced Bid will be evaluated. If necessary, this procedure will be repeated until a fully compliant Bid has been determined. The compliant Bidder who has been determined to have offered the lowest priced, technically compliant Bid will be offered the Contract for award.

4.2.2. Administrative criteria

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

- 4.2.2.1. The Bid was received by the Bid Closing Date and Time;
- 4.2.2.2. The Bid is packed and marked properly;
- 4.2.2.3. The Administrative Package contains the Bid Guarantee in the proper amount, in the proper form and for the established length of time;
- 4.2.2.4. The Administrative Package contains all the required information in the originally signed and submitted Certificates in Annex B hereto;

4.2.2.5. The Bidder has not taken exception to the Terms and Conditions of the Prospective Contract, and has not 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.

4.2.3. Price criteria

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

4.2.3.1.1. 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 Preparation of the Bidding Sheets, in particular:

4.2.3.1.2. The Bidder has furnished Firm-Fixed Prices and Expert Consultant Rates for all items listed.

4.2.3.1.3. All pricing data, i.e., quantities, unit prices, has been provided in Euros as reflected in the Bidding Sheets, as well as compliance with the requirements for preparation and submission of the Price Quotation as set forth in Section 3 and Annex A.

4.2.3.1.4. The Price Quotation meets requirements for price realism and balance as described in Para. 4.2.4 below.

4.2.3.2. To determine the lowest priced offer the Purchaser will compare the compound estimated cost calculated as the sum of the firm fixed price plus the cost of the notional scenario of Task Order man-hours per labour category reflected in the Bidding Sheets. Price evaluation will be done as indicated in Annex A-2 on page 28.

4.2.3.3. Price realism

4.2.3.3.1. In the event that the successful bidder has submitted a price quotation that is less than 60% of the not-to-exceed maximum price, the host nation will assess if the successful bidder has artificially reduced the offered price to assure contract award.

4.2.3.3.2. As such, the host nation will request the firm to provide clarification of the bid and will inform the national delegation of the firm. In this regard, the bidder shall provide an explanation to both the host nation and their national delegation explaining the rationale for the low price.

4.2.3.3.3. If a bidder fails to submit a comprehensive and convincing explanation for one of the bases above, the host nation shall declare the bid non-compliant and the bidder will be so notified in accordance with the procedures set forth in paragraph 13(ii)(a) of AC/4-D/2261(1996

Edition). Non-compliance for reasons of bid realism may be a basis for lodging a complaint under the dispute procedure.

4.2.3.4. Tie-breaking

4.2.3.4.1 A tie in the price evaluation is deemed to happen when the compound estimated cost of two or more Bids as described in 4.2.3.2. is the same amount of Euros and Cents.

4.2.3.4.2 In case of tie of the compound estimated cost, the lowest priced Bid will be determined by comparing the Firm Fixed Cost of those Bids in the tie situation.

4.2.3.4.3 If the Firm Fixed Cost is also the same amount in Euros and Cents, the following criteria will be applied (in this order):

4.2.3.4.3.1 Applicable experience of the Project Leader (total number of years acting as project leader).

4.2.3.4.3.2 Number of Valid References of similar works provided by the Company.

4.2.4. Technical criteria

4.2.4.1. The bid initially selected as the lowest priced will be reviewed for compliance with the Technical Requirements as stated in this IFB. The evaluation of the Technical Proposal will be made on its completeness, conformity and compliance to the requested information. This evaluation will not be scored against weighted evaluation criteria but is made to determine if a bid complies with the requirements of the Bidding Instructions and Prospective Contract.

Annex A Bidding Sheets

Annex A-1. Bidding Sheets

IFB-2014-0IS07001-IPEAC

On behalf of the firm stated below I hereby offer providing the Purchaser / NATO with the services and deliverables set forth in the attached schedules¹, at the specified prices, and subject to the terms and conditions stated in the referred IFB.

Date :

Signature :

Name & Title :

Company :

Bid Reference :

¹ Bidders must fill out, print, and attach to this cover page a hardcopy of the worksheets contained in the file “2-IFB-2014-0IS07001-IPEAC-Bidding Sheets.xls” that was provided as part of the IFB package.

Annex A-2. Instructions for the Preparation of Bidding Sheets

1. 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.

In filling the Bidding Sheets, Bidders should be reminded that the Statement of Work (SOW) is a portrayal of the performance and deliverables associated with the entirety of the contract.

The Bidding Sheets are provided in MS Office Excel format and must be provided filled in the same format in the Bid.

2. GENERAL REQUIREMENTS

Bidders shall follow the specific instructions provided.

Bidders shall insert information in all yellow cells exclusively.

Except as may otherwise be mandated in the present Annex A-2 the following general requirements, assumptions and indications shall apply for the purpose of filling the Bidding Sheets associated to this Invitation for Bid (IFB):

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.

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.

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 for the Contract Firm Fixed Price are correctly calculated and should not rely on the accuracy of the auto-calculation features configured in the spreadsheets.

It is the nature of the performance to be rendered under any contract resulting from this IFB to cross the boundaries of different calendar years. Bidders must note that the forward labour rates provided by the Bidder in the Bidding Sheets will be applicable to all Task Orders or other price calculations for the period 2015-2017, and must be valid for that period. The successful Bidder will not be allowed to claim a revision of the prices until the end of that period.

3. FILLING THE BIDDING SHEETS

The Bidding Sheets are composed by a single Excel tab including three sections, identified by a Table Header:

CONTRACT FIRM FIXED PRICE

In this section, the Bidder shall include total costs for: The initial (Ramp-Up Quarter), eleven (11) Quarterly monitoring and report periods, and three (3) Annual analysis and report periods, as described in Para. 4.4 of the Statement of Work. Those data are to be included in the Yellow cells I8, I9 and I10 of the Excel Sheet. The Contract Firm Fixed Price offered by the Bidder must be equal to the amount reflected in cell J11. This is the only initial commitment to be included in the Base Contract.

EXPERT CONSULTANT RATES

Those are the forward labour rates offered by the Bidder in Euro per Man-hour, to be applied in the period of years 2015-2017. Those rates will be applied in case any Task Orders or other future work are requested by the Purchaser.

PRICE EVALUATION

This portion will be used by the Purchaser to calculate a combined estimated total cost made up of the firm fixed price plus a notional scenario of potential task orders that will be used to compare the offered prices for Bid evaluation purposes. It does not constitute a commitment by the Purchaser to effectively issue any Task Order. It will be used as a tool for the evaluation process which will compare the figures in cell J30 of the Bidding Sheets.

The Bidder must fill in the Yellow cells (I8, I9, I10, J15, J16, J17) only and must not modify any other cells.

Annex B Prescribed Administrative Forms and Certificates

Annex B-1. Certificate of Legal Name of Bidder

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: _____

POINT OF CONTACT REGARDING THIS BID:

NAME: _____

POSITION: _____

TELEPHONE: _____

ALTERNATIVE POINT OF CONTACT:

NAME: _____

POSITION: _____

TELEPHONE: _____

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-2. Acknowledgement of Receipt of IFB Amendments

I confirm that the following amendments to Invitation for Bid n° IFB-2014-0IS07001-IPEAC have been received and the Bid, as submitted, reflects the content of such amendments.

Amendment no.	Date of Issued	Date of receipt	Initials

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-3. Certificate of Independent Determination

It is hereby stated that:

- We have read and understand all documentation issued as part of IFB-2014-0IS07001-IPEAC. Our Bid submitted in response to the referred solicitation is fully compliant with the provisions of the IFB and the prospective contract.
- 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;
- 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
- 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 :

Annex B-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 six (6) months from the Bid Closing Date of this Invitation for Bid.

.....
Date

.....
Signature of Authorised Representative

.....
Title

.....
Company

Annex B-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 the Spanish Real Decreto (RD) 160/2008.

.....
Date

.....
Signature of Authorised Representative

.....
Title

.....
Company

Annex B-6. Comprehension and Acceptance of Contract Provisions

The Bidder hereby certifies that he has reviewed the Contract Provisions set forth in the Prospective Contract of this Invitation for Bid. The Bidder hereby provides his confirmation that he fully comprehends the rights, obligations and responsibilities of the Contractor as set forth in the Articles and Clauses of the Prospective Contract.

The Bidder additionally certifies that the offer submitted by the Bidder is without prejudice, qualification or exception to any of the Terms and Conditions and he will accept and abide by the stated Contract Provisions if awarded the contract as a result of this Invitation for Bid.

.....
Date

.....
Signature of Authorised Representative

.....
Title

.....
Company

ANNEX B-7. Disclosure of Requirements for Purchaser 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 Purchaser 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:

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 after our firm would be selected as the successful bidder may be cause for the Purchaser to determine the submitted bid to be noncompliant with the requirements of the IFB;

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

.....
Company

ANNEX B-8. Certificate of Compliance AQAP 2110 or ISO 9001:2008

(FILL IN ONLY THE APPLICABLE ALTERNATIVE PARAGRAPH)

IF THE COMPANY IS CERTIFIED AQAP-2110:

I hereby certify that _____ (name of Company) possesses and applies Quality Assurance Procedures/Plans based on AQAP 2110 as evidenced through the attached certificates. I certify that such regime is applied within our internal organization as well as extended to our relationship with subcontractors and customers.

IF THE COMPANY IS NOT CERTIFIED AQAP-2110 BUT HOLDS A ISO 9001:2008 CERTIFICATION AND HAS APPLIED IT AT LEAST TO A PROJECT IN NATO OR NATIONAL DEFENCE ENVIRONMENTS:

I hereby certify that _____ (name of Company) possesses and **has applied ISO 9001:2008 Quality Assurance Procedures/Plans to at least one** similar project to IPEAC with a scope of 3 years or more and cost over 1.3M€ in NATO or in national defence environment as evidenced through the attached ISO and project customer certificates. I certify that such regime is applied within our internal organization as well as extended to our relationship with subcontractors and customers.

.....
Date

.....
Signature of Authorised Representative

.....
Title

.....
Company

Annex B-9. List of Prospective Subcontractors

Name and Address of Sub-Bidder	DUNS Number ¹	Primary Location of Work	Items/Services to be Provided	Estimated Value of Sub-Contract	Sub-Bidder Nationality

Date :

Signature :

Name & Title :

Company :

Bid Reference :

¹Data Universal Numbering System (DUNS). Bidders are requested to provide this data in order to help the Purchaser to correctly identify Subcontractors. If a Subcontractor's DUNS is not known this field may be left blank.

Annex B-10. Bidder Background IPR

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

- 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

- 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.
- The Background IPR stated above complies with the terms specified in Clause 28 of the 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 28 of the Contract Provisions.

Date :

Signature :

Name & Title :

Bid Reference :

Annex B-11. List of Subcontractor IPR

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

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

ITEM	DESCRIPTION

- 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.
- The Subcontractor IPR stated above complies with the terms specified in Clause 28 of the 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 28 of the Contract Provisions.

Date :

Signature :

Name & Title :

Bid Reference :

Annex B-12. List of Third Party IPR

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

a. 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/RESTRICTIONS ¹

b. 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.

c. The Third Party IPR stated above complies with the terms specified in Clause 28 of the 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 28 of the Contract Provisions.

Date :

Signature :

Name & Title :

Bid Reference :

¹ 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.

Annex B-13. Certificate of Origin, Availability of Service and Intellectual Property

The Bidder hereby certifies that the services described in this quotation 2014/OIS07001 and to be furnished under the resultant contract, if awarded to my company, will be performed by sub-contractors (if applicable) or individuals originating from the indicated countries:

Name: _____ Country: _____

The Bidder guarantees that, in case of contract as a result of this IFB, a source of an adequate supply of services will be maintained for a period of up to three (3) years from the date of contracting. In case of changes in the individuals during the execution of the project, the countries of origin will remain one of the 28 NATO countries.

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 :

Annex C Bid Package Markings

Annex C-1. Address on the Outer Container

DIRECCION GENERAL DE ARMAMENTO Y MATERIAL

SUBDIRECCION GENERAL DE ADQUISICIONES

AREA DE CONTRATACION INTERNACIONAL

PASEO DE LA CASTELLANA, 109

**28071 – MADRID
SPAIN**

Annex C-2. Markings for the Internal Container



IFB – 2014 – 0IS07001 – IPEAC

**OFERTA CORRESPONDIENTE A UN PROCESO
DE LICITACION INTERNACIONAL**

**AVISAR A LA OFICINA DE CONTRATACIÓN
INTERNACIONAL DE LA SUBDIRECCIÓN DE
ADQUISICIONES**

TELÉFONO: 814 2162 / 814 5806 / 844 5387

