
Dear Sir/Madam,

The NATO Support and Procurement Agency has a requirement for the supply of the materiel described in the "List of Items" attached to this Request for Proposal (RFP).

You are invited to submit a firm fixed price proposal, based on delivery – FCA Contractor's facilities (Incoterms 2010).

Please find attached RFP for your attention; consider this e-mail an official release of the RFP.

This short closing date has been implemented due to the urgency of the request.

Can I draw your attention to some of the essential elements your offer should contain that will save time and quickly organize a potential purchase order?

END USER : The End-User of this requirement is Spanish Nation Customer.

IF YOU ARE NOT ABLE TO QUOTE , PLEASE STATE THE REASON WHY

Please specify the NSN, the PN, the condition , the lead time and the offer validity date

As my customer has very strict rules and can only use material if manufactured by certain suppliers, **please advise which company (NAME AND CAGE) is the manufacturer of the parts you offered and will provide the Certificate of Conformance with the materiel.**

In case of an order CoC of the OEM is required.

In case of alternate PN please send the certificate of interchangeability.

If you are unable to quote and in order to provide more professional response to the customer, I would appreciate a lot if you could state the reason why you are unable to quote:

- Obsolete item,
- Buy NHA (Next Higher Assembly),
- low value request,
- Below minimum order quantity (indicate what would be the minimum to order)
- Cancelled without replacement
- etc.

These elements are mandatory to create a PO

All offers sent by e-mail must be addressed at : procurement@nspa.nato.int

IMPORTANT NOTES ON MATERIAL EXPORT

For non-U.S. vendors:

- For proposals for material not originating in the U.S. / not to be shipped from the U.S.:
 - In case of Incoterm “FCA Contractor’s facilities”, the contractor has to obtain the export license or export under existing licenses, if necessary.
- For proposals for material originating in the U.S. with place of delivery “FCA” in the U.S., to be delivered through the NSPA freight forwarder (JAS):
 - The same rules as for U.S. vendors apply (see below).
 - **To be included in the proposal:**
 - Name, address, POC, phone, and fax number of the U.S. subcontractor.

For U.S. vendors:

- For proposals for material with place of delivery “FCA” in the U.S., delivered through the NSPA freight forwarder (JAS):
 - **For defense items:**
 - For Significant Military Equipment (SME) designated as being under the jurisdiction of the U.S. Department of State, the contractor shall obtain the export license. A copy of the export license must be sent to the NSPA POC and to JAS before the material is shipped.

To be included in the proposal:

- A statement that the item is Significant Military Equipment, and that the vendor possesses an export license or will apply for one.
- The Schedule B Export Code. For details see <http://www.census.gov/foreign-trade/schedules/b/index.html>

- For non-SME material: NSPA purchases most of the material for use in a NATO weapon / defense system. In these cases it is assumed that ITAR (22 CFR) U.S. Munitions List applies. The NSPA freight forwarder possesses the necessary Department of State DSP-5 Export Licenses.

To be included in the proposal:

- The U.S. Munition List (USML) Category. For details see <http://www.fas.org/spp/starwars/offdocs/itar/p121.htm>
- The Schedule B Export Code. For details see <http://www.census.gov/foreign-trade/schedules/b/index.html>

- **For non-defense items:**

- If it is the vendor's position that the material is not a defense item (i.e. not specifically designed, manufactured, modified, configured, or adapted for a particular defense / weapon system) and therefore shouldn't be shipped under a U.S. Department of State export license,

the proposal must include:

- A statement that the material is a non-defense item, i.e. "NLR" (No license required)
- The Schedule B Export Code. For details see <http://www.census.gov/foreign-trade/schedules/b/index.html>
- The Export Control Classification Number (ECCN). For details see <http://www.bis.doc.gov/licensing/exportingbasics.htm>

Note: Please ensure that the material is indeed a civilian item and not a "dual-use" item (i.e. a civilian item with military applications) which falls under defense trade controls.

- If the non-defense item is subject to be exported under a license to be issued by the U.S. Department of Commerce, the vendor has to obtain this license too and send a copy to the NSPA POC and JAS before the materiel is shipped.

To be included in the proposal:

- A statement that the item will be exported under a license by the U.S. Department of Commerce and that the vendor possesses an export license or will apply for one.

Table of contents

1.	TAX EXEMPTION	5
2.	CONSIDERATION OF ALL INFORMATION	5
3.	CONTRACTOR'S RESPONSIBILITY	5
4.	EVALUATION CRITERIA	5
5.	GEOGRAPHICAL LIMITATIONS	6
6.	ALTERNATE ITEM(S)	6
7.	AUTHORISED SIGNATURE	6
8.	VALIDITY	6
9.	PRICES, CURRENCY AND PAYMENT	6
10.	CONDITION OF MATERIEL	7
11.	QUALITY ASSURANCE	8
12.	LATE OFFERS	8
13.	NO NSPA COMMITMENT	8
14.	PRE AWARD SURVEY	8
15.	INSTRUCTIONS FOR PROPOSAL FORWARDING	9
16.	NSPO PROCUREMENT REGULATIONS / NSPA OPERATING INSTRUCTION	9
17.	PUBLICATION OF CONTRACT AWARDS	9

1. TAX EXEMPTION

All prices and rates quoted shall be exclusive of any taxes and duties from which NSPA is exempt pursuant to the provisions of the Ottawa Agreement of 20 September 1951 and the Agreement between NAMSA and the Government of Luxembourg, dated 19 June 1968, entitled 'Agreement regarding exemption from taxes, duties and rates granted to NAMSO (NATO Maintenance and Support Organization) by the Luxembourg Authorities.

2. CONSIDERATION OF ALL INFORMATION

Your proposal must be prepared after careful consideration of all information provided in this RFP. In order for your proposal to receive an accurate evaluation it must conform to the terms of this RFP. Non-conforming or incomplete proposals may be refused consideration for award of a contract.

It is therefore mandatory that the following elements be provided with your offer:

- Quality certification held by your firm (ISO, AQAP, ...), OEM certification, etc...
- Traceability of origin of materiel (please refer to paragraph below entitled: "Condition of materiel")
- Remaining shelf life where applicable

3. CONTRACTOR'S RESPONSIBILITY

With the submission of his proposal the bidder guarantees that he is in possession of all the necessary intellectual property rights in force in the countries where the items will be manufactured and / or services will be performed, under the resulting contract and in other countries where the intellectual property rights are in force. It is the sole responsibility of the bidder to obtain any licenses necessary for the performance of this contract and for making any other arrangements required to protect NSPA from any liability for intellectual property rights infringement in said countries. The bidder will at his expense hold NSPA harmless and fully indemnify NSPA against all damages, costs, charges, expenses and the like arising from or incurred by any reason of any infringement or alleged infringement of intellectual property rights in consequence of the provision of the service and / or materiel.

You will be solely responsible for the performance of the contract resulting from this RFP. The fact that NSPA allows to subcontract or to call upon a third party for the performance of any part of the contract does not relieve you of your responsibility. .

4. EVALUATION CRITERIA

The criteria, which NSPA will employ in selecting the successful offerer are indicated in the "List of Items" attached hereto.

NSPA reserves the right to select either the proposal for "NEW" or the proposal for "NEW-SURPLUS" material as defined in paragraph "**CONDITION OF MATERIEL**" below.

NOTE: For basic, non-complex supplies & services requirements at a firm fixed price not exceeding financial level B, NSPA reserves the right to accept a Bidder's Terms & Conditions, provided that these T&C do not represent undue risk for NSPA.

5. GEOGRAPHICAL LIMITATIONS

In case a Support Conference so decides, RFPs may be issued only to firms in specified geographical areas and/or be subject to the application of certain criteria designed to give preference to firms located in such geographical areas. In this instance the criteria must be clearly stated.

6. ALTERNATE ITEM(S)

If you desire to submit a proposal for an alternative item(s), you may do so in addition to the proposal submitted in response to this Request for Proposal. Proposals for alternative items shall be submitted with a complete description of the proposed items, and be accompanied with a certificate stating that the items offered are **fully interchangeable** with the requested items (same form, fit and function) or an explanation given on how they differ.

When a stock number is superseded, the offeror will so indicate in his offer furnishing the new stock or part number. In case of inconsistency between the National/NATO Stock Number and the Part Number, the NATO Stock Number will govern. However, should specific part numbers in this RFP be identified as "authorized references", only these part numbers are acceptable for award, except as otherwise approved by the customer aircraft national airworthiness authorities.

7. AUTHORISED SIGNATURE

Your proposal must be signed by an official authorized to bind your firm to a contract. If your proposal is submitted electronically the authorized signature should be scanned. Proposals submitted in response to this RFP are binding offers and, on acceptance by NSPA, constitutes a binding contract.

8. VALIDITY

Your proposal shall be valid until the "Offer Validity" date indicated on the first page of this RFP. The proposal must be submitted in the English or French language. If not sent by fax or email, the proposal must be submitted in duplicate.

9. PRICES, CURRENCY AND PAYMENT

Prices may be quoted in the currency of any NSPO member state. However, all the prices must be quoted in the same currency and this currency will be reflected in the resulting contract and used for payments made thereunder.

Comparison of the price quotations will be made in euro; the exchange rates to be used for the purposes of such price comparison will be the medians between buying and selling rates of the Brussels "Marché Réglementé" on the first banking day of the week of the bid closing date, as reported by the Banque et Caisse d'Epargne de l'Etat, Luxembourg.

NSPA payment terms are 30 days net upon receipt of Contractor's invoices duly documented as contractually provided for. Discount for early payment shall be indicated in your proposal.

NSPA payments will be made to the bank account provided by the Contractor at time of registration to the NSPA source file or to the bank account identified by the Contractor at time of contract award. NSPA will only accept to make payments on an account in a bank located in a NATO Nation.

10. CONDITION OF MATERIEL

The condition of the material must be **NEW** of current production, (i.e. Item of latest production in accordance with applicable specifications / drawings in conformance with the appropriate airworthiness standards in production, quality, condition monitoring and documentation), offered by the original manufacturer, his licensee or authorized distributor.

Parts manufactured shall be traceable back to the Type Certification Holder, the Production Approval Holder, the Original Equipment Manufacturer (OEM) or his authorized representative where applicable. For commercial parts, delivery from an authorized representative or distributor with Certificate of Conformance – COC - from the OEM, licensed/authorized manufacturer is acceptable unless certificates such as EASA Form One or FAA Form 8130-3 for aircraft flying under relevant airworthiness regulations are requested.

Notices:

- Over-run parts, recycled parts from scrap, or quality rejections are not acceptable.
- No substitutes or deviations are authorized without prior express approval by NSPA.
- NEW-SURPLUS material obtained from other than original manufacturer or approved distributor, which shows no evidence of prior use or installation, which may or may not be in original manufacturer's packaging is acceptable provided that the part or packaging is identified by the proper manufacturer's marking and identification, accompanied by the correct certification and documented traceability to an approved source. (i.e. Certificate of Conformance – COC - from the OEM, licensed/authorized manufacturer is acceptable unless certificates such as EASA Form One or FAA Form 8130-3)
- Proposals for FAA PMA parts, are not acceptable
- If a Government Qualified Products List (QPL) is applicable, the identity of the manufacturer must be provided.
- For military specific parts (non-commercial items): the proposal shall include the built standard document for the part number offered. This document shall list the drawing revision plus all major and minor waivers and deviations to be incorporated in the delivered item for each serial number/fabrication numbered assembly and sub-assembly.
- Aircraft hardware and fasteners: bidders must provide evidence of adherence to the relevant aeronautical standards, and airframe manufacturer's certification or any other similar standards or certification.
- Proposals for items with a shelf life should specify the shelf-life period and the remaining shelf life of the part.

11. QUALITY ASSURANCE

The Contractor is responsible for maintaining effective control of the quality of materiel.

The Contractor must always provide a Certificate of Conformity (COC) (or on a case-by-case basis certificates such as EASA Form One, FAA 8130-3, TCCA 24-078 for aircraft maintained under civilian airworthiness regulations respectively, if requested by NSPA) from the original aircraft type holder/authorized (for part procurement) or from the QA department of the authorized contractors (for part maintenance).

Additionally for delivery of parts commonly designated as “consumables or raw material”, the contractor will provide evidence of conformance with the relevant aeronautical standards, including original source identification and evidenced conformance with the appropriate aeronautical standards for the manufacturing process and specifications. Delivery documentation must refer to the production lot identification and testing. The test and/or lot testing documentation must remain on record for three (3) years and be made available to NSPA on demand (free of charge)

The Contractor and the Subcontractor(s) will for the duration of the contract, maintain a Quality Management System compliant with AQAP 2131.

The contract is not subject to Government Quality Assurance.

Information on NATO Quality Assurance Standards may be found at the following web site: <http://nso.nato.int/nso/nsdd/ListPromulg.html>

12. LATE OFFERS

Proposals received after the “Offer Closing Date – 24:00 hrs Luxembourg time” indicated on the first page of this RFP shall, as far as a contract award is concerned, be rejected without consideration. However proposals posted prior to the Offer Closing Date (valid postal stamp) will be considered as long as they are received before an award is made. If only one offer is received and it is received after the closing date, NSPA reserves the right to consider such offer.

13. NO NSPA COMMITMENT

This RFP is not a commitment that an award of contract will be made. NSPA reserves the right to reject any or all proposals. No payment for costs incurred prior to entering into a contract will be made by NSPA. NSPA reserves the right to award a contract for any or part of the items solicited with this RFP.

14. PRE AWARD SURVEY

If after the submission of a proposal you are considered for an award of a contract, NSPA reserves the right to conduct a survey of your technical and facility capabilities. A pre-award survey is normally performed for higher value contracts.

15. INSTRUCTIONS FOR PROPOSAL FORWARDING

The means of transmitting your proposal are left to your discretion, by post, by private mail service, by email, by fax, or by a bid application using a secure protocol (https). Proposals submitted electronically (email or secure protocol) must conform to currently supported Microsoft-Office versions (preferably MS-Word, MS-Excel) or PDF.

Email: Your offer must be sent to the following address: procurement@nspa.nato.int and make reference to the RFP Collective Number.

Please be aware that the maximum capacity for incoming mail at NSPA is 10 MB. In case that your offer is larger it must be compressed to fit the 10 MB limit or sent in several parts.

Secure protocol: Your offer can also be submitted using a secure protocol (https) into the NSPA system. For this purpose select the button "Bid" when you display the details of the RFP in the Internet and follow the instructions.

A proposal that is received "incomplete" when the closing date deadline is reached, cannot be accepted. In case the proposal is mailed it has to be submitted to the following address and should mention:

NATO SUPPORT AND PROCUREMENT AGENCY (NSPA)
Procurement Division, Attn.: PP-A
RFP Collective n°: HLO19098
L-8302 CAPELLEN (Luxembourg)

16. NSPO PROCUREMENT REGULATIONS / NSPA OPERATING INSTRUCTION

The NSPO Procurement Regulations and the NSPA Operating Instruction are available on NSPA's website under <http://www.nspa.nato.int/en/organization/procurement/rules.htm>

If you do not wish to respond to this RFP, please notify this office and return all documentation received promptly or destroy it.

17. PUBLICATION OF CONTRACT AWARDS

In accordance with the Procurement Operating Instruction, NSPA periodically publishes high value contracts (except classified ones), indicating the contractor's name and country, as well as the purpose, total amount and issue date of the contract.

This information is to be found on the NSPA website under <http://www.nspa.nato.int/en/organization/procurement/contract.htm>