



N S P A

AGENCE OTAN DE SOUTIEN ET D'ACQUISITION
NATO SUPPORT AND PROCUREMENT AGENCY

REQUEST FOR PROPOSAL (RFP) N°:

CLE20014A /LW-WA-6000836147
of 07 Jul 2020

(Please refer to this number in all further correspondence)

INTERNET VENDOR

L-

Contact Point

Caroline LEGUEBE

Tel: 3063 6929

Fax: 3063 4300

Offer Closing date: 07 Sep 2020

Offer Validity : 07 Jan 2021

Vendor No: RFPWEB

Fax No : 30634300

Table of Contents:

List of Services

List of Services - Price Proposal

Bidding Instructions

Draft Contract

Statement of Work

All faxed Quotations must be sent to the following number: +352 3063 4300

All offers sent by e-mail must be addressed to "PROCUREMENT@nspa.nato.int"

Yours faithfully,

Caroline LEGUEBE

Buyer



N S P A

AGENCE OTAN DE SOUTIEN ET D'ACQUISITION
NATO SUPPORT AND PROCUREMENT AGENCY

List of Services

Maintenance Request N°: 2018-374
10 Scheduled Maintenance CGSE

Line	Service No	Description	Unit of Issue	Qty
10	1179937	<p>The scheduled maintenance of the equipment comprises periodic inspections as well as replacement of certain parts. As a rule, planned maintenance comprises predefined inspections and/or preventative replacements but can potentially also entail additional replacements of parts or repairs based on inspection results. Hence, for scheduled maintenance events the Contractor is expected to act in a two-phased approach as follows:</p> <p>Phase I: Conduct non-conditional activities</p> <ul style="list-style-type: none">i. Performance of the tasks entailed per maintenance event utilising its own properly trained and qualified personnelii. Provision of any replacement parts and/or consumables requirediii. Compilation and submission of a detailed technical report describing the maintenance actions performed as well as the parts replaced. The report shall also include the "on-condition" repairs/replacements required quoting their entailed material and labor costs.iv. Provision of a serviceability certificate for the subject equipment (if no further conditional maintenance is required) <p>Phase II: Conduct conditional maintenance activities (provided NSPA accept quotation)</p> <ul style="list-style-type: none">v. Execution of the extra maintenance activitiesvi. Repair of any repairable componentsvii. Provision of any associated spares/consumablesviii. Compilation and submission of a detailed technical report post conducting the maintenance event, describing the maintenance actions performed as well as the parts replacedix. Provision of a serviceability certificate for the subject equipment.	PU	1

Maintenance Request N°: 2018-374
20 Unscheduled Maintenance CGSE

Line	Service No	Description	Unit of Issue	Qty
10	1179938	<p>The unscheduled maintenance of the equipment shall encompass both failure investigation and rectification of the equipment listed in Table 1. More specifically the contractor shall be expected to act in a two-phased approach as follows:</p> <p>Phase I: Failure investigation</p> <ul style="list-style-type: none">i. On-site survey of the failed equipment and isolation of the failure sourceii. Compilation of a detailed investigation report listing all technical activities required along with quoting their entailed material and labor costs. <p>Phase II: Failure rectification (provided NSPA accepts quotation)</p> <ul style="list-style-type: none">iii. Rectification of the failure by adjustments or replacement of partsiv. Provision of any non-repairable parts required to rectify the faultv. Repair of any repairable components required to rectify the faultvi. Provision of any consumables required to rectify the faultvii. Provision of a serviceability certificate for the subject equipment	PU	1



NSPA

AGENCE OTAN DE SOUTIEN ET D'ACQUISITION
NATO SUPPORT AND PROCUREMENT AGENCY

Maintenance Request N°: 2018-374
30 Equipment Operators Training CGSE

Line	Service No	Description	Unit of Issue	Qty
10	1179939	<p>The corresponding equipment training of the Beneficiary's personnel (operators) shall include the following:</p> <ul style="list-style-type: none">i. Training for installation and setup (where required)ii. Training for the safe operation of the equipmentiii. Training for performing the pre-use or daily inspections applicableiv. Packaging for shipment of the equipment <p>Any training delivered shall be in accordance with the associated equipment technical manuals. The Contractor's personnel delivering training shall be trained and authorized by the OEM of the associated equipment or other competent entity. The Contractor shall plan its training syllabus to include actual demonstration of the taught tasks, where this is practical. Training shall take place in the MOB, Sigonella, Italy in English language.</p>	PU	1

Dear Sir/Madam,

The NATO Support and Procurement Agency has a requirement for the Follow-On Support of AGS Common Ground Support Equipment.

You are invited to submit a proposal to provide to NSPA the services listed in this Request for Proposal (RFP) and more specifically detailed in the statement of work (SOW) attached to the contract terms and conditions. A firm fixed price contract is required as a result of the RFP.

All further updates in the bidding documentation such as answers to questions raised by bidders will be provided through the NSPA's website. Bidders are strongly encouraged to consult the website regularly in order to be aware of both latest Q&A information and any changes/updates to the solicitation. Bidders are advised that NSPA will not normally advise bidders directly regarding Q&A responses or updates, therefore it is the bidder's responsibility to keep abreast of such developments.

Please note that it is mandatory that your firm is registered in NSPA Source File in order to be able to participate in this RFP.

Table of contents

1. TAX EXEMPTION.....	2
2. CONSIDERATION OF ALL INFORMATION	2
3. CONTRACTOR'S RESPONSIBILITY	2
3.1 FORMER NSPA STAFF	2
4. EVALUATION CRITERIA	2
5. ALTERNATIVE PROPOSAL(S).....	3
6. AUTHORISED SIGNATURE	3
7. VALIDITY	3
8. PRICES, CURRENCY AND PAYMENT	3
9. LATE OFFERS	3
10. NO NSPA COMMITMENT	3
11. PRE-AWARD SURVEY	4
12. INSTRUCTIONS FOR PROPOSAL FORWARDING	4
13. INFORMATION ON BIDDING	4
14. NSPO PROCUREMENT REGULATIONS / NSPA OPERATING INSTRUCTION	4
15. PUBLICATION OF CONTRACT AWARDS	5

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 Supply 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. All blank spaces in the attached exhibit: PROPOSAL FORM AND INSTRUCTIONS / GUIDANCE FOR PREPARATION OF PROPOSALS must be completed and the exhibit returned before the bid closing date.

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.

3.1 FORMER NSPA STAFF

Any bidder who proposes to employ former NSPA staff member(s) in the performance of this contract shall specifically identify the individual(s) and the position for which they will be hired. If NSPA determines that the former NSPA staff members will be employed in supporting a requirement for which they were personally and substantially involved while a NSPA employee, the bidder's proposal may be removed from further consideration for award. Failure to disclose such employment shall result in the immediate removal of the bidder's proposal from further consideration for award. This restriction shall be in effect for a period of two years after the former NSPA employee concludes their employment with the Agency, unless authorized in writing by the NSPA General Manager or his authorized representative.

4. EVALUATION CRITERIA

The criteria which NSPA will employ in selecting the successful bidder will be by order of importance:

- a. responsiveness and compliance with the conditions of the RFP;
- b. provision to NSPA (as part of the tender) of an acceptable complete Technical Proposal
- c. demonstrated ability (including that of sub-contractors if relevant) by means of the technical proposal and if necessary a pre-award survey to technically and timely carry out the work;
- d. The overall price that NSPA will use for price evaluation purposes will consist of the total of Items 30 and 80 of the attached List of Services/Price Proposal Form.

Following the technical and financial evaluation of the offers received in reply to this RFP, NSPA reserves the right to conclude one or several contracts (Outline Agreements) per Item(s), i.e. per equipment type or combination of equipment types (selected among Items 10 to 110. Partial bids are accepted, bidders are therefore requested to complete the Price Proposal Form / List of Services to confirm which equipment(s) is/are covered in their proposal.

5. ALTERNATIVE PROPOSAL(S)

If you desire to submit an alternative proposal or to submit suggestions for the accomplishment of this work, you may do so in addition to the proposal submitted in response to this Request for Proposal. If the only offer that you submit is an alternative, you take the risk to be declared technically non-compliant. Your alternative proposal will **ONLY** be considered if your proposal submitted in response to this Request for Proposal is the lowest technically compliant offer.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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 services solicited with this RFP.

11. 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.

12. 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: CLE20014 - Follow-On Support of AGS Common Ground Support Equipment.

Please submit your offer in three different files, containing:

- First file : Cover letter
- Second file : Part A - Technical proposal
- Third file : Part B - Commercial and pricing proposal

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°: **CLE20014A**
L-8302 CAPELLEN (Luxembourg)

13. INFORMATION ON BIDDING

If your proposal did not result in an award, you will be informed as soon as the award decision has been made.

Upon receipt of the notification, if the value of your proposal exceeds EUR 320,000.-, you may request additional general information from the NSPA Point of Contact indicated in this RFP, as to the reasons why your company failed to win the competition.

Your company's name will remain in the NSPA Source File and will be considered for invitation for any future competitions in this field.

14. 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.

15. 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>

Enclosure

Exhibit: Proposal Form and Instruction/Guidance for Preparation of Proposals

EXHIBIT: PROPOSAL FORM AND INSTRUCTION / GUIDANCE FOR PREPARATION OF PROPOSALS
--

NSPA has prepared this two-part proposal form for the purpose of providing a standard format by which the bidders submit cost data and supporting information suitable for a detailed and accurate analysis and evaluation of their proposals.

Bidders are encouraged to use this form, however, if another format is used, bidders are requested to maintain the sequence and suitably index the proposal to enable rapid analysis by NSPA. This form must be completed and returned not later than the offer closing date.

Part A - TECHNICAL PROPOSAL / CAPABILITY AND QUALIFICATION FORM

This part when duly completed and supplemented with any information as deemed appropriate will constitute the bidder's Technical Proposal and contain all non-pricing details.

The technical proposal should demonstrate the bidder's understanding of the requirements contained in the RFP and explain how these requirements will be met. Bidder must demonstrate their capability and describe their approach in a thorough, concise and clear manner for successfully carrying out the work as described in the Statement of Work. Simply repeating the statement contained in the bid solicitation is not sufficient. The technical bid should address clearly and in sufficient depth this RFP requirements point by point.

Part B - PRICE PROPOSAL

This part when duly completed and supplemented with any information as deemed appropriate, will constitute the bidder's Price Proposal.

PART A - TECHNICAL PROPOSAL/CAPABILITY AND QUALIFICATION FORM

The information on your firm and capabilities should be submitted along the lines of the format provided below.

Voluminous pre-printed brochures are not desired.

1. EXPERIENCE AND CAPABILITIES OF YOUR COMPANY IN SIMILAR TYPES OF SERVICES

The bidder shall provide a short description of the company's experience and capabilities in providing similar services.

The bidder shall provide references and points of contact for customers serviced by similar contracts, if permissible.

The bidder shall identify any former NSPA Staff, which he proposes to employ on this contract as set out in paragraph 3.1 of the bidding instructions.

2. CONTRACTOR'S ELIGIBILITY

- a. For any of the equipment that falls under US Export Control Regulations (EAR or ITAR), the Contractor, unless it is the OEM, is required to be eligible before the equipment itself or any associated technical information is handed over to them.

Bidder to provide evidence that supports their eligibility for the equipment affected by US Export Control Regulations.

- b. Bidder to confirm he is either:

- The OEM

YES / NO

- OEM Authorized Maintenance Center.

YES / NO (Bidder to provide evidence)

- Repair licensee by the OEM for this equipment;

YES / NO (Bidder to provide evidence)

3. QUALITY

ISO certification: The bidder / his facility shall be certified against ISO 9001:2015 or a standard including the requirements of ISO 9001. In the latter case he shall specify the standard.

Bidder to provide a valid copy of the certification granted from an accredited body. The certification scope shall include all processes contributing to quality of the present contract.

4. PROJECT MANAGEMENT

Delivery of project management in accordance with paragraph 6 of the SOW:

Bidder to state acknowledgement and acceptance of the terms of paragraph 6 of the SOW.

Bidder to provide an outline management plan for the successful delivery of the requirement.

5. TRAINING

The Contractor's personnel delivering training shall be properly qualified to do so for the associated equipment.

Bidder to provide evidence or to submit a detailed plan to establish the training qualifications.

Acceptable qualifications shall at least include:

- Previous experience in delivering technical training in general
- Trainer's qualification from OEM or OEM approved entity

Bidder to state acknowledgement and acceptance of the terms in paragraph 8 of the SOW.

6. TECHNICAL MANUALS

The Contractor shall deliver the latest versions of operating and maintenance manuals in accordance with paragraph 9 of the SOW.

Bidder to submit explicit statement of acknowledgement and acceptance of the terms in paragraph 9 of the SOW.

Bidder to submit an outline plan delineating the steps to obtain and deliver the manuals.

7. EQUIPMENT SCHEDULED/UNSCHEDULED MAINTENANCE

The Contractor shall provide trained and duly qualified personnel to conduct the equipment maintenance.

Bidder to submit evidence or to provide a detailed plan to establish the qualifications for the maintenance personnel.

Acceptable qualifications shall at least include:

- Evidence of previous experience in conducting maintenance on similar equipment
- Evidence of training and qualification received by equipment's OEM or OEM approved entity

8. DMS MANAGEMENT

The Contractor shall conduct DMS management in accordance with paragraph 11 of the SoW.

Bidder to provide explicit statement of acknowledgement & acceptance of the terms of paragraph 11 of the SOW.

Bidder to submit an outline plan describing how DMS management shall be conducted.

9. DELIVERABLES SCHEDULE & MEANS OF ACCEPTANCE

Deliveries to be in accordance with deliverables schedule & means of acceptance defined in Annex A of the SOW.

Bidder to provide explicit statement of acknowledgement & acceptance of the terms in Annex A of the SOW.

10. SUBCONTRACTS AND PERCENTAGE TO TOTAL PRICE PROPOSAL (NOT ORDERS FOR SUPPLIES)

Provide names, addresses of sub-contractors and Quality Assurance standards with the reasons why subcontract(s) are necessary.

Name	Address	% of total price proposal	QA standards & Reasons for subcontracting

Maximum sub-contracts expected %

11. CONTRACT ADMINISTRATION

The names of the officials designated by the Contractor to administer this contract are:

Contractual matters:

Company name: _____
 Address: _____
 Attn: _____
 Phone: _____
 email: _____

Technical matters:

Company name: _____
 Address: _____
 Attn: _____
 Phone: _____
 email: _____

Part B - PRICE PROPOSAL**PRICES:**

Please indicate your best prices in attached document entitled "List of services / Price Proposal Form"

VALIDITY:

This price proposal, when associated with the TECHNICAL PROPOSAL, constitutes the bidder's tender against this RFP and shall remain valid for acceptance for a period of at least 120 (one hundred and twenty) days from the closing date indicated in this RFP.

NAME OF COMPANY:

NAME OF REPRESENTATIVE:

TITLE OF REPRESENTATIVE:

DATE OF PROPOSAL:

SIGNATURE:

DRAFT CONTRACT

SCOPE OF CONTRACT: Follow-On Support of AGS Common Ground Support Equipment.

The Contractor represents that he operates as ☐ an individual ☐ a non-profit organization ☐ a corporation incorporated in

The Contractor agrees to furnish and deliver all the supplies and to perform all the services set forth in the list of services attached to the Terms and Conditions for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the Terms and Conditions and the General Provisions. To the extent of any inconsistency between the Terms and Conditions or the General Provisions and any specifications or other provisions which are made a part of this contract, by reference or otherwise, the Terms and Conditions and the General Provisions shall control. To the extent of any inconsistency between the Terms and Conditions and the General Provisions, the Terms and Conditions shall control.

TABLE OF CONTENTS

This contract consists of:

- Terms and Conditions containing 31 Parts
- NSPA General Provisions for Fixed Price Contracts (Services)
- Termination for Convenience of NSPA
- Security Aspects Letter and Security Requirements Check List
- NSPA Materiel Inspection and Shipping Report (MISR) NSPA Form 194
- Appendix "A": Statement of Work v2.3 dated 25 March 2020
- List of services

all of which are hereby made a part of the contract and incorporated herein by reference.

The following documents are available in the Internet under:

www.nspa.nato.int/en/organization/procurement/rules.htm

- **NSPA General Provisions for Fixed-Price Contracts (Services)**

www.nspa.nato.int/en/organization/procurement/forms.htm

- **Termination for Convenience of NSPA**
- **NSPA Materiel Inspection and Shipping Report (MISR) NSPA Form 194 with relevant distribution instructions**

If you have no Internet access, please contact the undersigned and a printed copy of these documents will be forwarded to you.

TERMS AND CONDITIONS

Part 1 -	Services to be furnished by the Contractor	3
Part 2 -	Workload Forecast.....	5
Part 3 -	Validity of Contract.....	5
Part 4 -	Purchase Orders.....	5
Part 5 -	Pricing Warrant	6
Part 6 -	Revision of fixed prices / rates.....	6
Part 7 -	Taxes and Duties	6
Part 8 -	Delivery Terms.....	6
Part 9 -	Place of Delivery and Inspection	7
Part 10 -	Contractor Notice Regarding Late Delivery	7
Part 11 -	Invoicing and Payment	7
Part 12 -	Liquidated Damages.....	9
Part 13 -	Quality Control, Inspection and Acceptance.....	9
Part 14 -	Permits and Customs Clearance Formalities	9
Part 15 -	Contractor Facilities and Capabilities	10
Part 16 -	Security	10
Part 17 -	Safety and Accident Prevention	10
Part 18 -	Scrap Control.....	10
Part 19 -	NSPA Representatives and Verification	11
Part 20 -	NSPA Furnished Property	11
Part 21 -	NSPA Property upon which Work is to be performed	11
Part 22 -	Warranty	12
Part 23 -	Subcontracts	12
Part 24 -	Intellectual Property Rights, Royalties and License Rights	12
Part 25 -	Termination for Convenience of NSPA.....	13
Part 26 -	Reporting	13
Part 27 -	Notification of Changes.....	13
Part 28 -	Performance of the Contractor in Time of Alert or War	13
Part 29 -	Contract Administration	14
Part 30 -	Publicity and Public Relations.....	14
Part 31 -	Integrity/ No Bribe	15

Part 1 - Services to be furnished by the Contractor
--

1. The Contractor shall furnish to NSPA the services listed and priced in the attached document entitled "List of services" and in accordance with Appendix A: Statement of Work (SOW) v2.3 dated 25 March 2020.

All work to be performed by the Contractor under this contract shall be ordered by Purchase Order(s) as further detailed in Part 4 - .

2. **Scheduled Maintenance** in accordance with the SOW, paragraph 10.1, phase 1, standard activities. This includes all activities and/or servicing such as to restore the item to a completely serviceable/operational condition as required by maintenance standards, followed by re-assembly and test run in accordance with the appropriate technical documentation (i.e. TDP, DMWR, Overhaul Manual, etc...)

Pricing:

The per unit cost to be reimbursed by NSPA will consist of a **firm fixed total price** necessary to bring an item to fully serviceable conditions in accordance with the appropriate technical documentation. This firm fixed price will include the necessary labour costs, the 100% mandatory replacement parts, tooling, test equipment, bench consumables costs and preparation for Government Quality Assurance Representative' signature, if requested, and will **exclude additional repair costs, if any.**

3. **Unscheduled Maintenance** in accordance the SOW, paragraph 10.1, phase II, rectification of inspection findings and paragraph 10.2, phase I, failure investigation and phase II, failure rectification.

Perform repair of the components on a need-to basis after submission and acceptance of a quotation. This unscheduled corrective maintenance work shall be executed via separate Purchase Orders(PO). In the event that additional corrective maintenance is identified the PO will be amended.

- a. **Inspection** (tear-down and quote) in accordance with the SOW, paragraph 10.2, phase I, failure investigation. Inspection is defined as the application of actions to fault isolate/troubleshoot, remove/install, and disassemble to identify troubles, specific damages, faults, malfunctions or failures in parts, subassemblies, modules, end items or systems in accordance with the appropriate technical documentation.

The **firm fixed inspection price** will include the costs for inspection/troubleshooting, total cost quotation, reporting, preparation for delivery, update of logbooks/test results, if applicable.

Total cost quotation

Inspection of the items and submission to NSPA of the total costs, labour plus repair parts to bring the items to fully serviceable conditions. Written approval by NSPA is required prior to commencement of the repair work.

- b. **Repair:** Perform **repair** of the components on a need-to basis after submission and acceptance of a quotation.

Pricing: The per unit repair cost to be reimbursed by NSPA will consist of a **firm fixed total labour price** (hourly labour rate x hours performed) for all the labour necessary to bring the item to fully serviceable conditions in accordance with the appropriate technical documentation and will **exclude the inspection and the repair parts costs.**

4. No payment will be made for any type of work performed by the Contractor which was not authorized in writing by NSPA Contracting Officer or Buyer before commencement of the work.

5. Producing hours

The fixed man-hour rate is payable for the actual working time performed by the Contractor's producing personnel directly applied to the services called for. Fractional parts of an hour shall be paid pro rata. This rate shall also be payable during travel time from Contractor's facility to the site of work and return to Contractor's facility, if and when such travel is performed during the normal working hours. Producing personnel shall include engineers, technicians, mechanics and other skilled workers as may be necessary to perform the required services. Direct labour hours will not include the time of non-producing personnel, including but not limited to directors, managers, supervisory staff, foremen, clerks, typists, time keepers, packers, material handlers, receiving and shipping personnel, etc... Such time is included in the overhead of the fixed man-hour rates. Overtime is payable at the same rate as normal time.

6. Definition of materials

The following definitions govern all materials required in the performance of this contract.

- a. Direct materials: Any repair parts or materials purchased, supplied, manufactured or fabricated by the Contractor which enter directly into the end product or which are used and consumed directly in the performance of the work called for under the terms of the contract and which can be easily identified by a stock number, a part number, a detailed description or by reference to a drawing number.
- b. Indirect materials: Any other materials which cannot be easily identified and measured to a specific repairable component or assembly, such as paint, lubricant, tape, rivets, packing and packaging materials, etc... including miscellaneous hardware furnished by the Contractor and all other materials such as office supplies, sweeping compounds, brooms, forms and tags etc.. Indirect materials are included in the man-hour rate or fixed prices, as appropriate.

7. Travel

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of this contract as provided below. Contractor shall select the most rapid and economical means commensurate with the nature and urgency of the tasking ordered under a Purchase Order.

- a. Transport:
Expenditure for transport to and from site and travel on site will be reimbursed by NSPA at actual cost, properly justified by the Contractor as follows:

- Air: Tourist class
- Train: First class
- Car rental: Compact or compact-size economy vehicles

The "actual working time" will be deemed to start from date of departure from Contractor's plant to the site, inclusive of all on-site work and return.

Copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses shall be provided with the relevant invoice.

- b. Subsistence allowance
Payment of the subsistence allowance shall be made for the time travelling to and from the contractor's plant and while the contractor's personnel is performing on-site work. For fractional parts of a day, the subsistence allowance shall be paid on a pro-rata basis.

Subsistence allowance includes all expenditure (e.g. hotels, meals) except travel costs.
No subsistence will be paid for vacation or sick leave.

8. The pricing arrangements set forth in the "List of Services" cover full and unconditional acceptance by the Contractor of all the requirements and conditions included in the contract. These pricing arrangements satisfy any and all expenses incurred by the Contractor for a satisfactory performance of the work required under the Contract.

Part 2 - Workload Forecast

No minimum no maximum workload is guaranteed and NSPA has no obligation to order any services under this contract.

Part 3 - Validity of Contract

1. The contract shall be effective for the period commencing with the effective date indicated on the page one of the contract and shall be valid for a period of 3 years.
2. NSPA reserves the unilateral right to extend the contract for either one (1) further period of two (2) years or two (2) further periods of one (1) year with the issue of a Change Order to this contract three (3) months prior to its expiration date.

Part 4 - Purchase Orders

1. All work to be performed by the Contractor under the contract shall be ordered by NSPA by Purchase Orders.
2. Purchase Orders shall be in writing, dated and numbered, and shall set forth:
 - The services to be performed
 - The description of services to be rendered
 - The man-hour rates if fixed prices have not been agreed
 - Delivery and performance dates, where agreed.
 - Transport requirements, if any
3. The terms and conditions, as well as the fixed prices, man-hour rates and other reimbursable costs set forth herein shall govern all Purchase Orders issued against this contract. Amendments to Purchase Orders may be issued subject to the same conditions as the original Purchase Order. The Contractor will acknowledge receipt of the Purchase Order or amendment by signing it.
4. To the extent a Purchase Order sets forth an expenditure limit NSPA shall not be obliged to pay the Contractor any amount in excess of that amount and the Contractor shall not be obligated to continue the performance of work by virtue of which NSPA's obligation hereunder would exceed that amount.

Where the Contractor believes that the cost he expects to incur for the completion of the services foreseen in a Purchase Order will exceed the funding limitation established therein, he shall, at the earliest practicable time, notify NSPA in writing, justifying any request for increase of the funding limitation. NSPA shall examine such a request and reply whether the service has to be completed or not. If it is not to be completed, the Contractor shall be paid the fixed price for

inspection stated in attached document entitled "List of services", or the cost actually incurred and approved by the NSPA Contracting Officer.

When and to the extent that the amount set forth in a specific Purchase Order has been increased, any expenses incurred by the Contractor in excess of such amount, prior to the increase by issuance of an amendment, shall be allowable in the same extent as if such expenses had been incurred after such increase in such amount.

5. No Purchase Orders will be issued by NSPA beyond the period of the contract. In case of Purchase Orders which have been issued but are not completed prior to the expiration of the contract, their processing will continue until completion, at the terms and conditions specified herein or in the relevant Purchase Order(s), unless otherwise notified by NSPA.

Part 5 - Pricing Warrant

The Contractor warrants that the prices included in this contract are for comparable quantities, terms and conditions equal to or less than those proposed or that would be proposed to the Contractor's most favored customer, including any other international organization or NATO member state government bodies.

Part 6 - Revision of fixed prices / rates

The fixed prices, direct man-hour rates, the subsistence and kilometric allowances are firm fixed rates are fixed for the initial duration of three years. If NSPA exercises the option to extend the contract as stipulated in Part 3 - above, the applicable prices shall be negotiated between the parties.

Part 7 - Taxes and Duties

Clause 7: "Taxes and Duties" of the NSPA General Provisions for Fixed- Price Contracts (Services) is amended as follows:

1. If not located in Luxembourg, the Contractor is specifically responsible for obtaining any documentation required to permit NSPA and its Customers to benefit from the fiscal regime applicable to exports.
2. NSPA is specifically exempt from all duties and taxes (and this includes Value Added Tax within the European Union). For the purchase of supplies or services in countries within the European Union, NSPA will, upon the request of the Contractor, provide a copy of the form "VAT AND/OR EXCISE DUTY EXEMPTION CERTIFICATE (*)/(Directive 2006/112/EC - Article 151 and Directive 2008/118/EC - Article 13)". This form will be signed and stamped by a NSPA official for completion and processing by the Contractor as may be required by the national authorities concerned.
3. Contractors should note that NSPA has **no** VAT number and **no** VAT identification number.

Part 8 - Delivery Terms

1. All purchase orders issued under this contract shall set forth a contractual delivery period for repair/overhaul/modification or a required delivery date as stipulated in the SOW, Table 1 : CGSE list and maintenance requirements and Annex A : Contractual Deliverables Schedule & Means of Acceptance.

2. The Contractor shall be responsible for completing all maintenance tasks ordered under this contract, including supply of any required repair parts and materials within the contractual delivery period or the required delivery date.
3. The Contractor shall be responsible for performing all customs clearance formalities and providing shipping documents, if required.

Part 9 - Place of Delivery and Inspection

1. Inspection of components furnished hereunder shall be performed in accordance with Part 13 - hereof at the Contractor's facility designated below for all items of work input under Part 1 - hereof.

Name of Contractor:
 Address:

2. If NSPA does not include in the purchase order the requirements for the Contractor to effect transport of the item(s), NSPA shall deliver the components to be repaired/overhauled DAP (Delivered at Place) (Incoterms 2010) to the following point of delivery as appropriate.

Name of Contractor:
 Address:

(Paragraphs 2 & 3 to be completed at time of award)

3. The Contractor shall be responsible to perform immediately the necessary import customs formalities and to pick-up the consignment from the point of delivery.
4. The Contractor shall deliver all components processed under this contract FCA Contractor's facilities (free carrier) (Incoterms 2010) to the above named point of delivery customs cleared and shall inform NSPA of their availability.
5. At a minimum the Notice of Availability shall indicate: Purchase Order number, nomenclature, Part and / or NATO Stock Number, quantity and unit of issue, number of shipping containers, gross weight and volume of each container in metric units.

Part 10 - Contractor Notice Regarding Late Delivery

In the event that the Contractor encounters difficulty in meeting the time limits specified for any service, he shall immediately notify NSPA in writing, giving pertinent details. However, this data shall be for information only and shall not be construed as a waiver by NSPA of any time limit or of any rights or remedies provided under this Contract and/or any Purchase Order released against this Contract.

Part 11 - Invoicing and Payment

1. The services under the terms of this contract shall be invoiced within 45 days after completion of all services called for.

Invoices shall be sent as PDF-document to CIMO@nspa.nato.int (Only invoices and credit notes are processed under this email address.).

Alternatively as Hardcopy to:

NSPA
CIMO OFFICE
11 rue de la Gare
L-8302 CAPELLEN

be accompanied by 1 copy of the NSPA Materiel Inspection and Shipping Report (MISR, NSPA Form 194). The invoice submitted and the attached MISR form shall bear the contract and/or purchase order reference number, shall refer to the service line item and shall show as separate items of cost all repair parts used. Faxed invoices are not accepted for payment.

2. The following certificates shall be affixed to each invoice submitted for services, repair parts and other reimbursable costs:

- a. All invoices:

"I certify that this invoice is correct and just, that payment has not been received and that the price is exclusive of all taxes and duties from which NSPA is exempted."

- b. In addition:

- i. For work done on a labour hour basis

"I certify that the man hours of producing personnel as shown are true summaries of direct man hours actually used in the performance of the work as extracted from the company timekeeping records which are available to NSPA for verification and audit."

- ii. For direct materials and spare parts:

"I certify that the costs invoiced hereunder are equal to reimbursement of cost plus the allowable handling charges."

3. Payment

Payment for services performed by the Contractor under the terms of this contract shall be made in ----- (bidder to specify currency) within (...) days with .. % prompt payment discount or within thirty (30) days net following receipt by NSPA of invoices duly certified, supported and substantiated as specified above. *(This paragraph will be completed at time of award)*

NSPA will pay the net invoice amount and support the charges of its bank. All other charges will be for the Contractor.

The payments will be made to the account identified by the Contractor at time of registration to the NSPA Source file.

OR

The payment will be made by NSPA as follows:

- a. Full name and address of banker(s)
- b. Detailed bank account information as follows:
 - For EU countries: IBAN code plus BIC
 - For USA: bank account number(s) + ABA code (or SWIFT code)
 - For Canada: bank account number(s) + bank code (5 digits) and branch code (3 digits)
 - For any other country: bank account number(s) plus any country-specific codes, if applicable.

Part 12 - Liquidated Damages

1. If the Contractor fails to deliver within the time specified in the purchase order, he shall pay NSPA liquidated damages at the rate of 1 % for each full week of such delay but not more than a total of 10 % of the total price and/or total cost of the services, including repair parts, not delivered on time.
2. Without prejudice to the final decision regarding the liquidated damages, NSPA shall be entitled to deduct imposed liquidated damages when paying invoices, even in the event that claims deriving from submitted invoices have been assigned or otherwise transferred to third parties. The total of the deductions made by NSPA pursuant to this clause will be considered as full and final satisfaction of all claims received out of late delivery of any overhauled, repaired or modified equipment.
3. During a period of one year after delivery and acceptance of the services performed, NSPA shall have the right to claim liquidated damages even if such right is not reserved at the time when delivery is accepted.
4. The liquidated damages will not apply if the Contractor's failure to perform is due to causes beyond his control and without his fault or negligence.
5. Such causes may include but are not limited to: Acts of God or of the public enemy, acts of Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and failure of subcontractors to perform due to such causes. If the Contractor is responsible for obtaining necessary export licenses / permits / DSP forms, he has to ensure that such requests are made in a timely manner so as to not delay shipment. Failure to do so will NOT be considered Force Majeure.
6. The foregoing provisions of this part apply only to delinquencies in deliveries and do not prejudice NSPA's rights under the provisions of the clause entitled "Default" of the General Provisions for Fixed Price Contracts (Services).

Part 13 - Quality Control, Inspection and Acceptance

1. The Contractor is responsible for maintaining effective control of the quality of materiel. If the Contractor himself is not the manufacturer of the contracted materiel, he shall impose these quality requirements upon his subcontractor.
2. In case where an AQAP is specified: The Contractor shall meet its requirements. The Contractor must provide a CoC. In case he is not the manufacturer, he shall provide a copy of the CoC received from the original manufacturer.
3. The MISR shall not be used in lieu of a CoC.

Part 14 - Permits and Customs Clearance Formalities

1. The Contractor warrants that he has or will obtain at no cost to NSPA all necessary licenses and permits required in connection with the contract; also that he will fully comply with all laws, decrees and regulations of the country or countries concerned during the performance of the contract, including the observance of all applicable rules and regulations governing the site on which work is to be performed.
2. All customs clearance formalities shall be performed by the Contractor at his cost. NSPA shall in no case be responsible for charges of any nature incurred by the Contractor in effecting such

clearance or for any customs infraction committed by the Contractor in connection therewith. The Contractor shall be responsible for compliance with all applicable national import and export customs regulations and formalities, including payment of fees incident thereto and the posting of a customs bond, if required, and further, including all required licenses, customs declarations and other documentation, concerning the entry to and the exit from the Contractor's facility, of all items or materiel pertinent to the Contractor's performance under this contract.

Part 15 - Contractor Facilities and Capabilities

1. The Contractor warrants that he has suitable facilities available and that he has all necessary license rights and skilled personnel, technical orders, data, specifications, drawings, standard and special test equipment and tooling to enable him to comply with the requirements of this contract.
2. The Contractor warrants that the repair parts for the performance of the requested services for NSPA will be obtained from authorized sources. NSPA reserves the right to demand proof of compliance with this requirement.

Part 16 - Security

1. A NSPA Security Aspects Letter and a Security Requirements Check List are attached hereto and made a part hereof.
2. The Contractor undertakes to inform NSPA within 3 weeks following the contract award date of the identities and NATO clearances of the members of his staff who may require access under the contract to NATO classified information and/or facilities.

Part 17 - Safety and Accident Prevention

1. In performing any work or services under this contract on premises which are under the direct control of NSPA's customers, the Contractor shall conform to all safety rules and requirements, and take such additional precautions as may be prescribed on such premises for safety and accident prevention purposes. The Contractor agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor's personnel, NSPA's personnel and/or any third party, performing or in any way involved in the performance of this contract on such premises.
2. The Contractor is responsible for and must strictly comply with the safety and environmental provisions of the attached SOW, if any.

Part 18 - Scrap Control

1. Any scrap generated from the work performed on the equipment under the terms of this contract, shall be segregated from other scrap generated in the Contractor's plant.
2. Any scrap from in-plant activities will be disposed of after approval by NSPA. Contractor's justified disposal expenses will be set off against proceeds of the sale of scrap, if any.

Part 19 - NSPA Representatives and Verification

1. Subject to prior notification, NSPA representatives will have reasonable access to the premises where the work required by the contract is being undertaken and to observe or inspect any work or test performed. Accordingly, the Contractor undertakes to permit such access to his own premises and to ensure that similar rights are included in the terms and conditions of all sub-contracts.
2. Upon NSPA request, the Contractor shall make available all relevant drawings, specifications, procedures, tools, measuring instruments, test equipment and records.

Part 20 - NSPA Furnished Property

1. Tools and Equipment

NSPA will not furnish any tools or equipment etc. All necessary tools and other materials must be supplied by the Contractor.

2. Repair Parts and Materials

All repair parts and materials required for the services under this contract shall be provided by the Contractor. He shall procure the repair parts from authorized sources at the best terms possible by obtaining price and delivery quotations in accordance with good procurement practice.

Part 21 - NSPA Property upon which Work is to be performed

1. The term "NSPA Property upon which work is to be performed" as used in this part refers to those end-items or equipment, subject of this contract, furnished by NSPA for overhaul/modification.

The NSPA property upon which work is to be performed, under this part is to be considered as distinct from NSPA-furnished property to be used in the performance of such work. NSPA property upon which work is to be performed is hereby identified as the items listed in the attached document entitled "List of services"

2. The Contractor's liability for NSPA property upon which work is to be performed shall be subject to the provisions of clause 12 of the General Provisions of this contract entitled "NSPA-Furnished Property". However, the end-items or equipment identified in paragraph 1 of this part shall not be considered as "property" or "NSPA-furnished property" within the meaning and for the purpose of any other paragraph of the clause of the General Provisions of this contract, entitled "NSPA-Furnished Property".
3. Title to NSPA property upon which work is to be performed shall remain in NSPA. The Contractor shall protect such property in accordance with sound industrial practice. For the purpose of this part, it shall be assumed that title to NSPA property upon which work is to be performed is vested in NSPA even though it may, in actuality, be owned by one or more NSPA customers or NATO member states. NSPA shall at all reasonable times have access to the premises where such NSPA property is located.
4. The Contractor shall maintain adequate property records of NSPA property upon which work is to be performed in accordance with the requirements of this contract.

5. Except as otherwise provided in this contract, should the NSPA property upon which work is to be performed not be delivered to the Contractor by the time or times specified in the terms and conditions or in any Purchase Order, NSPA shall upon timely written request by the Contractor, make a determination of the delay occasioned by the Contractor thereby, and shall equitably adjust the delivery or performance dates, or the contract price, or both, and any other contractual provision affected by such delay, in accordance with the procedures provided for by the clause in the General Provisions of this contract entitled "Changes".

Part 22 - Warranty

1. In connection with Clause 9 "Warranty" of the General Provisions hereof, the warranty period shall be 24 months.
2. In case a defective item is accepted by the Contractor for return and replacement / repair under the warranty conditions of this contract, the transportation costs for the defective item from NSPA's customer to the place where replacement and correction will be made and back to NSPA's customer, will be borne by the Contractor

Part 23 - Subcontracts

1. For the purpose of this clause, sub-contracts means orders to sub-contractors for the services required in the performance of a Purchase Order. Material and supplies acquired by the contractor to perform a Purchase Order is governed by the Special Areas Clause of a Purchase Order.
2. The Contractor is solely responsible for the performance of the contract. No consent or approval by NSPA of any sub-contract or any provisions thereof shall be construed to be a determination of the acceptability of any sub-contract price or of any amount paid under any sub-contract or to relieve the Contractor of any responsibility for performing the contract in accordance with its terms and conditions, unless such approval or consent specifically provides otherwise.
3. The Contractor shall not enter into any sub-contract with firms located outside NATO countries or having their legal residence outside NATO countries without the written approval of NSPA - Contracting Officer. Only in exceptional cases would NSPA consider such approval.
4. In order to ensure NSPA's rights under this contract the Contractor shall flow down the relevant requirements. i.e. those for which the Contractor has an obligation towards NSPA to any subcontract he will conclude.
5. Paragraphs 2 and 3 above are critical elements in the performance under this contract.

Part 24 - Intellectual Property Rights, Royalties and License Rights

1. The Contractor 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 this contract and in other countries where the intellectual property rights are in force. The contractor possesses any licenses necessary for the performance of this contract and made any other arrangements required to protect NSPA from any liability for intellectual property rights infringement in said countries. The Contractor 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.

2. The Contractor agrees to assure himself that the Original Equipment Manufacturer(s) (OEM) or any entitled third party have not retained any intellectual property rights, before he provides services and / or manufactures items under the contract. NSPA shall not be liable for intellectual property rights infringements as may be caused by the Contractor.
3. The Contractor confirms that no payments of royalties or fees for intellectual property rights will be claimed by the OEM or any entitled third party for the services performed and / or materiel provided under this contract. In the event that such fees are claimed, the Contractor will bear any and all responsibility.

Part 25 - Termination for Convenience of NSPA

The provisions applicable to "Termination for Convenience of NSPA" are attached hereto.

Part 26 - Reporting

The Contractor shall furnish to NSPA the reports set forth in the attached SOW, and any relevant information and data related to the performance of the contract that may be reasonably requested by NSPA.

Part 27 - Notification of Changes

1. If at any time during the performance of this contract, the Contractor considers that he has been directed to change or deviate from, in any way, the terms and conditions and/or the scope of this contract, he shall notify the contracting officer immediately. This notification shall as a minimum contain a cost breakdown of the additional costs to be incurred by the Contractor if he would implement the change/deviation and the related impacts on the terms and conditions. This information must be provided to such level of detail to allow the contracting officer to provide a comprehensive response within 14 days after receipt of the notification from the Contractor.
2. Following the submission of this notification, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as originally agreed.
3. NSPA shall not bear any responsibility for work performed by the Contractor outside the contract scope and NSPA shall not compensate the Contractor in either time or money for such work not specifically authorized or requested by the contracting officer in writing and subsequently included in the contract through a Supplemental Agreement.
4. Consequently, the Contractor cannot claim additional money and/or time for work performed during the performance of the contract which has not been identified as part of the scope of this contract.

Part 28 - Performance of the Contractor in Time of Alert or War

The Contractor warrants that, on the basis of information available to him, he is not aware of any national law or regulation, or any circumstances that might prevent him from fulfilling his obligations under this contract in time of alert or war.

Part 29 - Contract Administration**By the Contractor:**

The names of the officials designated by the Contractor to administer this contract are:

Contractual matters:

Company name: -----
 Address: -----

 Attn: -----
 Phone: -----
 email: -----

Technical matters:

Company name: -----
 Address: -----

 Attn: -----
 Phone: -----
 email: -----

(Will be completed at time of award)

By NSPA:

All correspondence and communications pertaining to contract administration shall be sent to the following:

NATO SUPPORT AND PROCUREMENT AGENCY (NSPA)
 L-8302 CAPELLEN, LUXEMBOURG
 Attn: LQ-MMC (.....)
 Phone: (+352) 3063
 Fax: (+352)
 email:

For all technical matters, the responsible technical authority is:

NATO SUPPORT AND PROCUREMENT AGENCY (NSPA)
 L-8302 CAPELLEN, LUXEMBOURG
 Attn: LQ-MMC (.....)
 Phone: (+352) 3063
 Fax: +352)
 email:

(Will be completed at time of award)

Part 30 - Publicity and Public Relations

1. The Contractor shall not make any press release or public statement concerning this contract without the prior written approval of NSPA.
2. The Contractor agrees that, upon request NSPA may provide copies of the signed contract to officials of NSPA's customer nation who are or were directly involved in the procurement of the goods and / or services ordered hereunder.

3. The Contractor shall not use the name, emblem or official seal of NSPA / NSPO or any abbreviation of the name of NSPA / NSPO in connection with its business or otherwise, unless prior authorized in writing by NSPA.

Part 31 - Integrity/ No Bribe

1. NSPA draws the Contractors' attention to the fact that it is strictly forbidden to offer gifts or other advantages to Agency staff members. This also includes any so-called end-of-year gifts, which cannot be considered to be advertising presents.
2. The Contractor shall advise NSPA if any ex-NSPA employees are engaged in the work under this Contract. This only applies to employment with NSPA less than two years before the date of involvement in this Contract.
3. If the Agency establishes that any of the provisions of this Part is not complied with, NSPA may terminate this purchase order at no cost to NSPA and your firm may be removed from the Agency's source file after the Agency has informed the relevant national authorities.



**STATEMENT OF WORK (SOW)
ON FOLLOW-ON SUPPORT
OF AGS COMMON GROUND
SUPPORT EQUIPMENT**

This page is intentionally left blank

AMENDMENT RECORD

Revision/Amendment	Date of issue	Remarks
Version v0.1	23-Nov-2018	Initial draft
Version v0.2	07-Feb-2019	Revised draft
Version v0.3	16-May-2019	Revised draft
Version v1.0	19-Jul-2019	Revised draft
Version v2.0	19-Sep-2019	Revised draft
Version v2.2	26-Sep-2019	Final
Version v.2.3	25-Mar-2020	Updated list of equipment

NATO UNCLASSIFIED

This page is intentionally left blank

NATO UNCLASSIFIED

TABLE OF CONTENTS

Contents

1.	Abbreviations	6
2.	Scope of Procurement.....	7
3.	Applicability of documents	7
4.	Rules for Interpretation of the Statement of Work (SOW)	7
5.	Terminology	7
6.	Project Management	8
7.	Quality Management	8
8.	Equipment Operators Training	8
9.	Equipment Technical Manuals	8
10.	Equipment Maintenance.....	8
10.1.	Equipment Scheduled Maintenance Concept.....	9
10.2.	Equipment Unscheduled Maintenance Concept.....	9
11.	DMS Management	10
12.	NATO Furnished Property (NFP).....	10
13.	Contract Grace Period.....	10
14.	Deliverables' Acceptance Process & Criteria.....	10
ANNEX A.	Contractual Deliverables Schedule & Means of Acceptance	1

1. Abbreviations

CA	Contract Award
CGSE	Common Ground Support Equipment
DMS	Diminishing Manufacturing Sources
MOB	Main Operating Base
NAGSF	NATO Airborne Ground Surveillance Force
NFP	NATO Furnished Property
NTE	Not To Exceed
NSN	NATO Stock Number
OEM	Original Equipment Manufacturer
P/N	Part Number
PO	Purchase Order
UoI	Unit of Issue
WD	Working Days

2. Scope of Procurement

This SOW describes the detailed requirements for the provision of follow-on support services for the Common Ground Support Equipment associated with the NATO AGS system. The specific ground support equipment is explicitly listed in Table 1 along with the activities to be performed by the contractor per equipment type. The required activities comprise operator training, scheduled maintenance and unscheduled maintenance.

3. Applicability of documents

The documents referenced in this SOW include standards and specifications against which the requested articles/services shall conform. The contents of these standards are applicable to the extent they are relevant to the articles/services to be provided, unless explicitly defined.

4. Rules for Interpretation of the Statement of Work (SOW)

Throughout the SOW, the following standards shall apply:

- Whenever requirements are stated herein to “include” a group of items, parameters, or other considerations, “include” means “only the items specified in the specific PO”;
- Whenever reference is made to a section, task, or paragraph, the reference includes all subordinate and referenced paragraphs;
- The order of the SOW requirements is not intended to specify the order in which they shall be carried out unless explicitly stated. The SOW defines the activities the Contractor’s process should cover, i.e., the Contractor’s implementation plans determine the timing of Contractor detailed activities;
- In case of inconsistencies, the SOW shall have precedence over the Applicable Documents and Annexes;
- Whenever a “week” is referred to, it shall be interpreted as working week, Monday to Friday, 8 hours per day, 40 hours per week;
- For numbers appearing in textual documents the convention to be used is for a comma to serve as the thousands separator and a period to be the decimal separator (e.g. 1,365,276.24);
- The convention to be used for dates appearing in free text (e.g. quoting dates of meetings) is day-month-year;
- Acronyms and abbreviations are explained in the abbreviations table and are normally spelled out when they are used for the first time in the document.

5. Terminology

NSPA: The organization responsible for performing contract management and achieving the best level of service provision for its Customers. NSPA will validate the services provided by the Contractor as part of its management commitment to the Customer. As the NATO Agency empowered on behalf of the Customer for the implementation of specified services, NSPA is responsible for the contract administration, supervision, direction and acceptance of goods and services. NSPA remains the service integrator and coordinating body for all services provided within the scope of this Contract or by the Contractor deployed in support of this Contract. As such, the Contractor shall ensure all service requests and all provision of services are duly coordinated through NSPA.

Contractor: The term “Contractor” refers to all personnel, employees and staff working in support of this Contract(s). This includes personnel hired by the primary Contractor, personnel working as sub-contractors and Local Civilian Hires (LCH) (i.e. Italian employees). The primary Contractor shall, at all times, hold full responsibility for all personnel, permanent or temporary, employed in support of this Contract.

Customer: Refers to the AGS Main Operating Base (MOB), namely NAGSF, in favor of whom the deliverables of the contract are rendered. The MOB’s address is the following:

Aeroporto Militare Sigonella
SP69ii, Piano D'Arci
96016 Sigonella (CT)
ITALY

6. Project Management

The Contractor shall appoint an appropriate resource(s) responsible for planning and coordination of all relevant activities and arrangements for the successful delivery of the current SOW.

The Contractor shall also provide a point of contact with the Customer and NSPA's representatives regarding maintenance planning & implementation.

The Contractor shall establish a mechanism to monitor for potential updates of the maintenance and operational manuals issued by the OEMs of the relevant equipment, and make these updates available to the Customer.

7. Quality Management

The Contractor shall possess and maintain throughout the contractual period a quality management accreditation per ISO 9001:2015.

8. Equipment Operators Training

For the equipment listed in Table 1 the corresponding training of the Customer's personnel (operators) shall include the following:

- i. Training for installation and setup (where required)
- ii. Training for the safe operation of the equipment
- iii. Training for performing the pre-use or daily/weekly inspections applicable
- iv. Preparation & packaging of the equipment for shipment

Any training delivered shall be in accordance with the associated equipment manuals.

The Contractor's personnel delivering the training shall be qualified and authorized by the OEM of the associated equipment or an OEM approved entity.

The Contractor shall include in its training syllabus actual demonstration of the taught tasks, where this is practical.

Training shall take place in the MOB, Sigonella, Italy in English language.

9. Equipment Technical Manuals

The Contractor shall provide the latest versions of the technical manuals relevant to the equipment listed in Table 1 covering both operation and maintenance activities.

All manuals shall be in English language and electronic form. Acceptable electronic formats are Portable Document Format (pdf) or MS Word (Pdf is preferable).

10. Equipment Maintenance

The maintenance needed for the equipment comprises Scheduled and Unscheduled maintenance. The Contractor's personnel conducting any maintenance shall be qualified and authorized by the OEM of the associated equipment or an OEM approved entity. All maintenance activities shall be conducted i.a.w. the applicable OEM maintenance manual.

The CGSE's maintenance activities shall in general be taking place on-site, at the Customer's premises in MOB. This excludes the cases where equipment repairable components or the equipment as a whole need to return to depot centres for repair.

In the unlikely event the Contractor is required to provide its services elsewhere, this shall be subject of ad-hoc quotation.

Any common or special tooling required for the maintenance event shall be provided by the Contractor.

10.1. Equipment Scheduled Maintenance Concept

The scheduled maintenance of the equipment comprises periodic inspections as well as replacement of certain parts. As a rule, planned maintenance comprises predefined inspections and/or preventative replacements but can potentially also entail additional replacements of parts or repairs based on inspection results. Hence, for scheduled maintenance events the Contractor is expected to act in a two-phased approach as follows:

The Contractor for each scheduled maintenance event from those listed in Table 1 shall deliver the following:

Phase I: Conduct standard activities¹

- i. Performance of the tasks entailed per maintenance event utilising its own properly trained and qualified personnel
- ii. Provision of any replacement parts and/or consumables required
- iii. Compilation and submission of a detailed technical report describing the maintenance actions performed as well as the parts replaced. The report shall also include the "on-condition" repairs/replacements required quoting their entailed material and labor costs.
- iv. Provision of a serviceability certificate for the subject equipment (if no further conditional maintenance is required)

Phase II: Rectification of inspection findings²

- v. Execution of the extra maintenance activities due to inspection findings
- vi. Repair of any repairable components
- vii. Provision of any associated spares/consumables
- viii. Compilation and submission of a detailed technical report post conducting the maintenance event, describing the maintenance actions performed as well as the parts replaced
- ix. Provision of a serviceability certificate for the subject equipment.

Scheduled maintenance shall be completed within the standard times given in Table 1.

10.2. Equipment Unscheduled Maintenance Concept

The unscheduled maintenance of the equipment shall encompass both failure investigation and rectification of the equipment listed in Table 1. More specifically the contractor shall be expected to act in a two-phased approach as follows:

Phase I: Failure investigation

- i. On-site survey of the failed equipment and isolation of the failure source
- ii. Compilation of a detailed investigation report listing all technical activities required along with quoting their entailed material and labor costs.

Phase II: Failure rectification (provided NSPA accept quotation)

- iii. Rectification of the failure by adjustments or replacement of parts
- iv. Provision of any non-repairable parts required to rectify the fault

¹ Refers to maintenance tasks required to be performed unconditionally

² Refers to the over & above tasks required, as result of a condition (e.g. extent of damage or wear). Such cases shall be dealt in the same way as unscheduled maintenance Phase-II

- v. Repair of any repairable components required to rectify the fault
- vi. Provision of any consumables required to rectify the fault
- vii. Provision of a serviceability certificate for the subject equipment

Failure investigation (Phase I) needs to be completed within five (5) WDs for routine POs and two (2) WDs for urgent ones.

11. DMS Management

The Contractor is required to conduct certain DMS management activities regarding equipment spares, which allow for an orderly resolution of forthcoming obsolescence cases. Such DMS management activities shall include surveillance for identifying potential DMS issues, their impact assessment and proposal of the most cost effective resolution method. The evidence, analysis, conclusions and proposals of the aforementioned DMS management activities shall be documented in a report issued yearly.

12. NATO Furnished Property (NFP)

The following shall be provided as NFA during the Contract implementation:

- i. Venue for the provision of training at the MOB
- ii. Equipment for hands on training
- iii. Hangar space for conducting maintenance

13. Contract Grace Period

A preparatory period of no more than one (1) month after contract award shall be granted to the Contractor in order to establish prerequisites required to deliver the SoW. After such period has elapsed the Contractor shall be available to accept and act upon POs within the present SoW.

14. Deliverables' Acceptance Process & Criteria

Acceptance of all delivered items/services shall be performed by NSPA or its delegated entities following specified processes. Annex A contains the processes and/or means for acceptance of deliverables during contract execution.

NATO UNCLASSIFIED

Table 1. CGSE List & maintenance requirements

#	CGSE Description	OEM	Model	Quantity	Part Number	Duration NTE (WDs)
1	MD-3 Nitrogen Cart	Metadure Parts & Sales Inc.	MD-3	2	MD-3	
	a. Operators training for up to 10 Customer's maintenance personnel					Not applicable
	b. Unscheduled maintenance (i.a.w. technical manual)					See note ³
	c. Annual Inspection, Maintenance & Lubrication (i.a.w. T.O. 35D3-6-17-21)					2
2	Nitrogen Servicing Unit	Metadure Parts & Sales Inc.	A/M26U-4	2	1317AS100-1	
	a. Operators training for up to 10 Customer's maintenance personnel					Not applicable
	b. Unscheduled maintenance (iaw AG-750AO-OMM-000)					See note ³
	c. 91-Day periodic inspection (iaw AG-750AO-MRC-110)					1
	d. 182-Day periodic inspection (iaw AG-750AO-MRC-110)					1
	e. 364-Day periodic inspection (iaw AG-750AO-MRC-110)					1
	f. 546-Day periodic inspection (iaw AG-750AO-MRC-110)					1
	g. 728-Day periodic inspection (iaw AG-750AO-MRC-110)					1
	h. Depot level maintenance (iaw AG-750AO-OMM-000 WP 012)					3

³ Refers to the duration of Phase I of the unscheduled maintenance. This should not exceed 5 WDs for routine requirements and 2 WDs for urgent ones. Urgency level to be defined within the respective PO.

NATO UNCLASSIFIED

NATO UNCLASSIFIED

#	CGSE Description	OEM	Model	Quantity	Part Number	Duration NTE (WDs)
3	Flight Line Air Conditioning System	HDT Global	MBA-32-51 Thor 200 HP	2	GR40510AADFTKHZ	
	a. Operators training for up to 10 Customer's maintenance personnel					Not applicable
	b. Unscheduled maintenance (iaw H005165-CE)					See note ³
	c. Semi-annual maintenance (iaw H005165-CE Figure 6-2)					2
	d. Annual maintenance (iaw H005165-CE)					3
	e. 500 hours or annual maintenance (iaw H005165-CE)					3
	f. Vortron Air Power Centrifugal Blower (model 2C387-250-601HDT) 3 month inspection (i.a.w. Vortron maintenance manual)					1
	g. Vortron Air Power Centrifugal Blower (model 2C387-250-601HDT) 6 month inspection (i.a.w. Vortron maintenance manual)					1
	h. Vortron Air Power Centrifugal Blower (model 2C387-250-601HDT) 12 month inspection (i.a.w. Vortron maintenance manual)					1
	i. Vortron Air Power Centrifugal Blower (model 2C387-250-601HDT) filter replacement (i.a.w. Vortron maintenance manual)					2
	j. Vortron Air Power Centrifugal Blower (model 2C387-250-601HDT) drive belt replacement (i.a.w. Vortron maintenance manual)					1
	k. Vortron Air Power Centrifugal Blower (model 2C387-250-601HDT) idler pulley replacement (i.a.w. Vortron maintenance manual)					2
	l. Cummings Engine QSB5-G6 250 hour/3 month maintenance (i.a.w. Cummins maintenance manual)					1
	m. Cummings Engine QSB5-G6 500 hour/6 month maintenance (i.a.w. Cummins maintenance manual)					2
	n. Cummings Engine QSB5-G6 1000 hours/1 year maintenance (i.a.w. Cummins maintenance manual)					2

NATO UNCLASSIFIED

NATO UNCLASSIFIED

#	CGSE Description	OEM	Model	Quantity	Part Number	Duration NTE (WDs)
	o. Cummings Engine QSB5-G6 2000 hours/2 years maintenance (i.a.w. Cummins maintenance manual)					3
	p. Cummings Engine QSB5-G6 5000 hours/5 years maintenance (i.a.w. Cummins maintenance manual)					3
4	Diesel Generator	ITW GSE Hobart	ACE4490S28TTE-EX	2	MDL90CU20	
	a. Operators training for up to 10 Customer's maintenance personnel					Not applicable
	b. Unscheduled maintenance, iaw OM-2245					See note ³
	c. Scheduled maintenance (B) 3 Months or 250 hours (iaw OM-2245)					1
	d. Scheduled maintenance (C) 6 Months or 500 hours (iaw OM-2245)					2
	e. Scheduled maintenance (D) Annually or 1000 hours (iaw OM-2245)					2
	f. Scheduled maintenance (E) 1.5 Years or 1500 hours (iaw OM-2245)					2
	g. Scheduled maintenance (F) 2 Years or 2000 hours (iaw OM-2245)					2
5	Self-Generating Nitrogen Servicing Cart	PCI	MNGP-003	2	799085-003	
	a. Operators training for up to 10 Customer's maintenance personnel (i.a.w. MNGP-003)					Not applicable
	b. Unscheduled maintenance (i.a.w. MNGP-003)					See note ³
	c. Monthly scheduled maintenance (iaw MNGP-003)					1
	d. 6-months scheduled maintenance (i.a.w. MNGP-003)					1

NATO UNCLASSIFIED

NATO UNCLASSIFIED

#	CGSE Description	OEM	Model	Quantity	Part Number	Duration NTE (WDs)
	e. 1-year scheduled maintenance (i.a.w. MNGP-003)					2
	f. 2-year scheduled maintenance (i.a.w. MNGP-003)					2
	g. 5-year scheduled maintenance (i.a.w. MNGP-003)					3
6	Floodlight Set, Portable	Metadure Parts & Sales Inc.	NF-2	4	NF-2	
	a. Operators training for up to 10 Customer's maintenance personnel (i.a.w. operating manual)					Not applicable
	b. Unscheduled maintenance (i.a.w. operating & maintenance manual)					See note ³
	c. 50-hour inspection (i.a.w. operating & maintenance manual)					1
	d. 150-hour inspection (i.a.w. operating & maintenance manual)					1
	e. 450-hour inspection (i.a.w. operating & maintenance manual)					2
7	Air Start Cart	EINSA SA	AN-155T	2	1.308	
	a. Operators training for up to 10 Customer's maintenance personnel (i.a.w. operating manual)					Not applicable
	b. Unscheduled maintenance (i.a.w. operating & maintenance manual)					See note ³
	c. 90-days scheduled maintenance (i.a.w. operating & maintenance manual)					1
	d. 1-year scheduled maintenance (i.a.w. operating & maintenance manual)					2
8	Poly-Alpha-Olefin (PAO) Liquid Cooling Cart	Bemco Inc	N/A	1	367C0002-3	

NATO UNCLASSIFIED

NATO UNCLASSIFIED

#	CGSE Description	OEM	Model	Quantity	Part Number	Duration NTE (WDs)
	a. Operators training for up to 10 Customer's maintenance personnel (i.a.w. operating & maintenance manual)					Not applicable
	b. Unscheduled maintenance (i.a.w. operating & maintenance manual)					See note ³

NATO UNCLASSIFIED

NATO UNCLASSIFIED

ANNEX A. Contractual Deliverables Schedule & Means of Acceptance

ID	CONTRACTUAL DELIBERABLE SERVICE	DELIVERY	MEANS OF ACCEPTANCE
01	Project management i.a.w. §6	Every 6 months	Service acceptance by Customer
02	Contractor's training personnel qualification certificates i.a.w. §8	PO+2 weeks	Review & acceptance by NSPA
03	Operators' training syllabus i.a.w. §8	PO+2 weeks	Service acceptance by Customer
04	Operators' training i.a.w. §8	PO+4 weeks ⁴	Service acceptance by Customer
05	Initial provision of operating & technical manuals i.a.w. §9	PO+4 weeks	Review & acceptance by Customer
06	Contractor's maintenance personnel qualification certificates i.a.w. §10 ⁵	PO+1 week	Review & acceptance by NSPA
07	Scheduled maintenance event i.a.w. §10.1	PO + NTE ⁶	Review of technical report and physical equipment operational check/inspection by Customer
08	Unscheduled maintenance event (Routine) i.a.w. §10.2	PO+5 WDs ⁷	Review of technical report and physical equipment operational check/inspection by Customer
09	Unscheduled maintenance event (Urgent) i.a.w. §10.2	PO+2 WDs ⁸	Review of technical report and physical equipment operational check/inspection by Customer
10	DMS Report i.a.w. §11	PO+6 weeks	Review & acceptance by Customer

⁴ Refers to contractor's declaration of readiness to initiate the training

⁵ Applicable to any maintenance event, scheduled or unscheduled

⁶ NTE times for each scheduled maintenance event are quoted for each specific event in *Table 1*. They reflect the time since from PO placement until the equipment serviceability certificate is issued.

⁷ Refers to the Contractor's response time for Phase-I i.e. between the PO placement and the completion of the Phase-I (routine fault investigation for unscheduled maintenance event)

⁸ Refers to the Contractor's response time for Phase-I i.e. time between PO placement and the completion of the Phase-I (urgent fault investigation for unscheduled maintenance event)

NATO UNCLASSIFIED