
NSPA Request for Proposal

Closing date: 30 September 2019
Offer validity date: 31 December 2019

Dear Sir/Madam,

The NATO Support and Procurement Agency has a requirement for the establishment of a contract against which call-off purchase orders can be issued, on a need basis for the materiel described in the “List of Items” attached to this Request for Proposal. There will be no firm commitment from NSPA to buy any of the materiel included in the contract.

You are invited to submit a firm fixed price proposal, based delivery terms indicated in the list of items.

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.

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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.

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. BALANCING OF PRODUCTION

For contracts amounting to EUR 80,000.- or more, or equivalent in another currency, NSPA takes into account a "balanced production" policy. Under this policy, when offers from firms of different participating NSPO member states are otherwise similar, contract award is made to that bidder whose country, at time of award, is poorly placed in terms of balance, provided that his offer does not exceed the lowest offer by more than a certain percentage (10 % or 20 % depending on the relative position of the countries in terms of balancing) and he agrees to match such lowest offer. Relative positions of the countries in terms of production balancing are determined by using the ratio "R"; value of the contracts placed by NSPA in a country compared with the value of sales made to the same country. The three categories in the NSPA scale of balancing are well-placed, less well-placed and poorly-placed, the latter category having the lowest ratio.

5. GEOGRAPHICAL LIMITATIONS

For Current RFQ, and in addition to NATO countries, following Nations are also authorized to provide NSPA with a quotation: Austria, Finland, Sweden and Ukraine.

Note:

NSPA do not place any contract with non-NATO Governments or with firms in non-NATO Member Nations or with firms whose legal residence or main production facilities are located outside NATO Member's Nations.

6. 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 and full acceptance of NSPA's T&Cs
- b. The offered items must be the ones requested in the RFP List of Items. Part Numbers must be provided with the Bid. The supplier shall notify NSPA of any obsolescence case/replacement parts and provide technical specifications;
- c. Lowest price per line item calculated from the 3-year pricing average (Bidders shall fill in the List of Items attached to this RFP.) **Partial bidding is authorized.**

NOTE: The prices offered as the result of this RFP must be fair and reasonable as determined by NSPA. All the prices quoted must be clearly and substantially documented (price breakdown, catalogue prices, copies of contracts with other national and/or international government entities etc) in order to allow NSPA to conduct a fair evaluation;

In accordance with NSPA regulations/instructions, NSPA shall purchase replacement parts or repair services for complex systems, military hardware, "safety of flight" items and like requirements where failure of the item or service may negatively impact personnel safety or cause the loss of significant resources **ONLY** from Manufacturers and authorized Dealers known for their past record of satisfactory performance.

NSPA may however award contracts to suppliers that are not Manufacturers when the item or service required is not available from a manufacturer, or when the item or service is available at a lower price from a non-manufacturer having a good record of past performance for the supply of that or like items or services.

When evaluating multiple-line item offers to determine the successful bidder, the administrative costs associated with awarding and administering multiple contracts as opposed to a single contract will be considered. It may be more advantageous, for example, to award one contract for all the line items even though multiple awards would result in lower prices for some line items.

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. PICTURES

Upon contract award, the winning bidder may be required to provide picture(s) of the offered Item(s). NSPA reserves the right to publish pictures of the Items available for ordering in the NLSE System.

By providing pictures to NSPA, your company guarantees that it is in possession of all the legal and intellectual property rights associated to these pictures, and that NSPA will be fully protected from any liability for intellectual property rights infringement.

9. 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.

10. 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 payments will be made to the bank account that the Contractor will indicate in the NLSE (NATO Logistics Stock Exchange) system when he uploads his invoices in this system. NSPA will only accept to make payments on an account in a bank located in a NATO Nation or in the Contractor's country.

NSPA reserves the right to require exceptional payment and delivery terms when contracting with suppliers that have a questionable or unknown record of performance with the Agency. In such cases the NSPA Payment Terms as described in Annex 1: NLSE Digest for Contractors will be subject to the Armed Force having physically inspected and accepted the delivered material.

11. CONDITION OF MATERIEL

The condition of the materiel should be **new of current production**.

12. QUALITY ASSURANCE

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

When **Government Quality Assurance (GQA)** services are required for the items on the list attached to this RFP, the Contractor and/or the Subcontractor(s) will for the duration of the contract, maintain a Quality Assurance System acceptable to the national Government Quality Assurance Representative as being in accordance with the applicable AQAP.

A CoC issue by the OEM will be required.

13. 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.

14. 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.

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 NSPA 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°: DCO19009
L-8302 CAPELLEN (Luxembourg)

16. 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.

17. 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.

18. 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>

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

NSPA has prepared this two-part proposal 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.

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. ADDITIONAL MANDATORY OFFER'S DOCUMENTATION DELIVERABLES

- a. **The Bidder shall provide a Formal confirmation** that the vendor will be able to supply all NATO Countries and associated Nations through ensuing NSPA eCAT1 contract.

- b. **The Bidder shall provide a Formal confirmation** that the vendor will be able to supply an Original Certificate of Conformity issued by the OEM for each delivery of quoted items:

2. CONTRACT ADMINISTRATION

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

Contractual matters:

Company name: _____

Address: _____

Attn: _____

Phone: _____

Fax: _____

email: _____

Technical matters:

Company name: _____

Address: _____

Attn: _____

Phone: _____

Fax: _____

email: _____

PART B - PRICE PROPOSAL**PRICES:**

Please indicate your best firm fixed prices and delivery dates in attached document entitled "List of items".

A 3-year pricing among ALL stated quantity ranges is **Mandatory**

Notes:

1. Contractual year is based on the effective date of the contract.
2. **If** the prices indicated by the bidder are however for a calendar year, the bidder should explicitly state so in his offer.

VALIDITY:

This price proposal, when associated with the TECHNICAL PROPOSAL, constitutes the bidder's tender against this RFP and is valid until the specified offer validity date.

NAME OF COMPANY: _____

NAME OF REPRESENTATIVE: _____

TITLE OF REPRESENTATIVE: _____

DATE OF PROPOSAL: _____

SIGNATURE: _____