



**HEADQUARTERS ALLIED AIR COMMAND
RAMSTEIN
(HQ AC Ramstein)**

Chief Purchasing and Contracting
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15 October 2012

SUBJECT: Invitation for International Bid No. IFIB-ACO-RAM-12-23 Rental of Office Copiers in Calendar Year 2013

Ladies and Gentlemen,

The HQ AC Ramstein Chief Purchasing and Contracting (Chief A8-BCX), is herewith inviting your company to participate in bidding under NATO international competitive bidding procedures for the rental of office copiers, one digital copier duplex oversize and one colour copier for calendar year 2013 as specified in detail in PART II.

1. The bid has to reach our office not later than 29 November 2012, 1200 hours. This means that it is your company's responsibility to ascertain that the bid is received by the HQ AC Ramstein Chief Purchasing and Contracting prior to but under no circumstances later than the above bid closing time. Bids received after the above bid closing date will not be accepted.
2. In case you require any further information concerning this Invitation for Bid, please contact Mr. Edinger, tel.: 06371-40-2735 prior to the submission of your bid.

CLAUDIA BEUSE
Chief Purchasing and Contracting

Enclosures

Part I = Guidelines for the Submission of the Bid (1 set)
Part II = Technical Requirements and Prices (1 set)
Part III = Special and General Clauses
Acknowledgement of Receipt

PART I

GUIDELINES FOR THE SUBMISSION OF THE BID

Invitation for International Bid No. IFIB-ACO-RAM-12-23 Rental of Office Copiers in Calendar Year 2013

The bid package will be made up as follows:

1. The bid has two prepared envelopes enclosed, marked as follows:
 - Envelope No. 1, sealed quotation „Rental of Office Copiers“, with address of the sender and of HQ AC Ramstein Purchasing & Contracting Branch.
 - Envelope No. 2, sealed quotation „Rental of Office Copiers (Technical Requirements and Specifications)“, with the address of the sender.
 - Envelope No. 3, sealed quotation „Rental of Office Copiers (Prices)“, with the address of the sender.
2. Envelope No.2, which contains **Part II, Paragraph 1, Technical Requirements and Paragraph 2 Environmental Issues** of your written offer and envelope No. 3, which contains **Part II, Paragraph 3, Prices/Payment**, will be sealed and placed into envelope No. 1, which will also be sealed and then submitted in order to reach the HQ AC Ramstein Chief Purchasing and Contracting by or before the above bid closing time and date.
3. The HQ AC Ramstein Chief Purchasing and Contracting reserves the right to discuss conditions with one or all participating bidders in determining the successful bidder.
5. **ACKNOWLEDGEMENT OF RECEIPT:** To ensure that your company has in fact received this invitation for bid and in order for the HQ AC Ramstein Chief Purchasing and Contracting to have an indication that you will really be participating in bidding, an acknowledgment of receipt is enclosed. **May we please ask you to fill out subject receipt and return it within 72 hours by fax.**

PART II

TECHNICAL REQUIREMENTS AND PRICES

Invitation for International Bid No. IFIB-ACO-RAM-12-23 Rental of Office Copiers in Calendar Year 2013

FOREWORD: The HQ AC Ramstein Chief Purchasing and Contracting is by means of this Invitation for International Bid (IFIB) seeking the lowest technically compliant bidder for the award of a rental contract for reliable office copiers, one digital duplex oversize copier and one colour copier for calendar year 2013 on behalf of:

- a. HQ AC Ramstein at 66877 Ramstein-Miesenbach (Air Base) in Germany
- b. NAEW&CF E-3A Component at 52511 Geilenkirchen (NATO Air Base Teveren) in Germany

In order to provide the Contracts Award Committee (CAC) with the proper basis for a correct and fair evaluation of bids, all entries on the following IFIB are to be correct and binding, brochures of "your" equipment are to be included and useful additional information, if necessary, is to be shown under separate cover in your "bid package".

The IFIB calls for the furnishing of o copiers, one digital duplex oversize copier and one colour copier, in models, quantities and at conditions described in detail below, on a so-called "POOL RENTAL BASIS" at an "all in" flat rate cost-per-copy billing system involving the first

a.1,000,000 black and white copies as the HQ AC Ramstein yearly minimum,

b.2,100,000 black and white copies as the NAEW&CF E-3A Geilenkirchen yearly minimum

3,100,000 estimated total black and white copies per year for NATO HQ's in Germany

c.60,000 colour copies as the HQ AC Ramstein yearly minimum and the estimated total

for calendar year 2013. For administrative and budgetary reasons HQ AC Ramstein and NAEW&CF E-3A will let separate contracts without harming the mutual agreement in total reached with the lowest acceptable bidder resulting from this IFIB.

1. TECHNICAL REQUIREMENTS

1.1 TECHNICAL REQUIREMENTS FOR COPIERS AT HQ AC RAMSTEIN

- 1.1.1 25 each Colour copiers to be equipped with scan and fax capacity, up to 22 A4 copies per minute, duplex-box, bin sorter, 250 GB internal hard drive, 2 GB RAM, paper format A5 – A3, feeder, capable of “safecom go” secure printing network capable, interface 10/100 base TX, touch screen, cabinet stand, English display and handbook.

Specify make and model: _____

- 1.1.2 1 each Photocopier/printer with the capacity of printing 60 pages colour and black and white with scan option. 1200 dpi print resolution, 600 dpi scan resolution. Paper sizes from 140 x 182 to 330 x 487, various paper weights, Automatic document feeder, high capacity paper feeder with 6,000 sheets total from stack, staple finisher for max. 100 sheets flat stapled and staple cutting. Saddle stitch unit for brochure finishing, relay unit with decurler function and density sensor. Dehumidifying paper heater for paper feeder, hard disk drive to provide hold-queue management and job editing function, integrated EFI controller, to be equipped with at least touch screen display, 28 A4 B/W copies/ 26 colour copies / 15 B/W A3 copies / 15 colour copies per minute, duplex-box, bin sorter, 80 GB hard drive, feeder, network capable, interface Ethernet 100 base-TX/10 base T, English display and handbook.

Specify make and model: _____

- 1.1.3 1 each Photocopier/printer with the capacity of printing 105 pages black and white copies per minute with scan option (Formats PDF, TIFF, XPS. Scan resolution 200 – 1200 dpi. Scan to HDD/FTP/SMB/Email). Print resolution 120 x 1200 dpi, paper weight 40 – 30r gsm, paper size A5 to SRA3. Main unit paper capacities: 3,000 sheets. Embedded controller CPU Pentium G69050 or above. High capacity vacuum paper feeder with 5,000 sheets in 3 trays. Post inserter vacuum paper feed with 5,000 sheets total in 3 trays. Finisher with stapling functionality and all-in-one option. GBC ring binder unit. Punch kit option. Relay conveyance unit for speed adaption. Saddle stitch unit for brochure finishing, to be equipped with at least touch screen display, 60 A4 B/W / 14 A4 colour copies / 30 A3 B/W / 7 A3 colour copies per minute, duplex-unit, bin sorter, 80 GB hard drive, feeder DADF R1, paper cassettes AA1, paper magazine AA1, saddle finisher with saddle stitch stapler, hole punch L1 and N1, network capable, interface 100 Base TX / 10 Base-T, scanner H1, English display and handbook.

Specify make and model: _____

1.2 TECHNICAL REQUIREMENTS FOR COPIERS AT E-3A GEILENKIRCHEN:

- 1.2.1 48 each Colour photocopiers, up to 36 pages per min., 2,048 MB RAM, 250 GB internal hard drive, paper format A5 – A3, capable of “safecom go” secure printing, touchscreen display, to be equipped with at least A3, A4 and A4R cassettes for 500 sheets of 80g/m², additional single sheet feeder, automated document feeder (duplex feeder) for 50 sheets of 80 g/m², different sizes of paper for 1 job endless sorter which collates and groups including stapler Duplex mode: ½, 2/2, 2/1, + booklet mode zoom from 25-400% paper quality: 80g/m², including photocopier transparency print, scan, copy, duplex unit, network capable, sorter, stapler unit, cabinet stand, English display and English handbook. (Note: one (1) each copier must be set up at Materialamt der Luftwaffe in Cologne (Köln).

Specify make and model: _____

- 1.2.2 4 each Colour photocopiers, same features as copiers in position 1.2.1 but scanning must have OCR capability.

Specify make and model: _____

- 1.2.3 1 each Colour photocopier, up to 60 A4 pages per min, 2,048 MB RAM, 250 GB internal hard drive, paper format A5 – A3, capable of “safecom go” secure printing, touchscreen display, with at least A4 cassette for 1000 sheets, and paper A3, A4R cassette for 500 sheets, additional single sheet feeder 60 copies/minute, automated document feeder (duplex feeder) for 150 sheets, different sizes of paper for 1 job endless sorter which collates and groups including stapler Duplex mode: ½, 2/2, 2/1, + booklet mode zoom from 25-400% paper quality: 60g-160g/m², including photocopier transparency copier only, cabinet stand, duplex unit, sorter, stapler unit, English display and English handbook.

Specify make and model: _____

- 1.2.4 3 each Colour photocopiers, up to 30 pages per min., 2.5 GB RAM, 120 GB internal hard drive, paper format A6 to A4, capable of “safecom go” secure printing, touchscreen display, to be equipped with at least English display and English handbook.

Specify make and model: _____

NOTE: All copiers must be new.
The following additions are to be provided at no additional costs to NATO:
All copiers must be network capable and have an option for the installation of a security kit. The contractor must provide NATO with appropriate technical software for updates, maintenance and/or repair for the copiers which will be installed on a NATO laptop. The laptop will reside within the NATO HQ's. All copiers must state the manufacturers noise emission assessments. In addition the contractor is obliged to perform every four (4) years an electrical safety inspection as per accident prevention regulations of the German professional association (Berufsgenossenschaftliche Unfallverhütungsvorschriften) (BGV A3).

2. ENVIRONMENTAL , HEALTH AND SAFETY ISSUES

The following environmental, health and safety information is to be provided by the contractor:

2.1 Give noise emissions of the copiers IAW ISO 7779 and ISO 9296.

2.2 Give dust emissions to include nano dust of the copiers.

2.3 Give ozone emissions of the copiers.

2.4 Are copiers fitted with an activated carbon filter or is this at least an option?

2.5 Do copiers come with a power pack with low ozone or is this an option?

2.6 Do copiers come with a third-party test certificate certifying low emissions (e.g. environmental sign "Blauer Engel")?

2.7 Provide safety data sheet for each copier model.

Please provide your information as detailed as possible for each copier type. If space on above mentioned points is not sufficient please use separate sheet and mark as para 2. Environmental Issues.

3. PRICES

3.1 Rental prices for office copiers

3.1.1 The "all-in" flat rate cost-per-copy rental charge will be _____ per black and white copy for a minimum annual production of 3,100,000 black and white copies within different pool areas.

3.1.2 Copies produced in excess of the 3,100,000 black and white copies will be paid at _____ per black and white copy.

3.2 Rental prices for the colour copier

3.2.1 The "all-in" flat rate cost-per-copy rental charge will be _____ per colour copy for a minimum annual production of 60,000 colour copies at HQ AC Ramstein.

3.2.2 Copies produced in excess of the 60,000 colour copies will be paid at _____ per colour copy, and at _____ per black and white copy.

3.3 The "all-in" flat rate cost-per-copy rental charge includes:

3.3.1 Delivery of copiers and their installation at the various locations.

3.3.2 On site training of HQ personnel in English.

3.3.3 Probable inhouse transport at any requested time.

3.3.4 Maintenance and repair (see PART III, A. SPECIAL CLAUSES, Para. 3).

3.3.5 Toner and spare parts (see PART III, A. SPECIAL CLAUSES, Para. 3).

3.3.6 Retention of hard drives (see PART III, A. SPECIAL CLAUSES, Para. 4).

3.3.7 Removal of copiers in case of termination of contract.

4. PAYMENT

4.1 HQ AC Ramstein will for example, pay the contractor upon receipt of a certified invoice as follows:

4.1.1 In the middle of each quarter, one fourth (1/4) of the minimum annual total sum of € X.

(Total yearly sum of € X for 1,000,000 black and white copies: 4 = € X per quarter before the deduction of prompt payment discount, if applicable).

4.1.2 In the event any copies are produced in excess of 1,000,000 black and white copies and/or 60,000 colour copies the invoice for these copies will be sent to HQ AC Ramstein in the second week of January of the following year.

PART III

SPECIAL AND GENERAL CLAUSES

Invitation for International Bid No. IFIB-ACO-RAM-12-23 Rental of Office Copiers in Calendar Year 2013

A. SPECIAL CLAUSES

1. DURATION OF CONTRACT

- 1.1 The duration of the contract will be from 01 January 2013 through 31 December 2013.
- 1.2 The contract can be extended for a maximum of four (4) years provided that the conditions remain unchanged or become more advantageous and services provided by the contractor are to the full satisfaction of HQ AC Ramstein.
- 1.3 The contract terminates on 31 December 2013, unless it is extended in writing. There is no obligation for HQ AC Ramstein to extend the contract.

2. DELIVERY

- 2.1 After the Contracts Award Committee has determined the lowest acceptable bidder, the HQ AC Ramstein Chief Purchasing and Contracting will inform the successful bidder by means of a letter of intent. The successful bidder, in turn, will confirm in writing that delivery and ready-to-use installation of all office copiers concerned will be completed not later than 11 January 2013.
- 2.2 Maximum penalty to be imposed under paragraph 3, PART III, B. General Clauses, will not exceed five percent (5%) of the total basic contract price.

3. MAINTENANCE AND REPAIR

- 3.1 Included in the flat rate cost-per-copy rental charge for all office copiers listed in PART II are the cost for maintenance and repair services to keep equipment in good operating condition, the furnishing and installation/replacement of all necessary spare parts, the furnishing of all necessary operating supplies (toner), all travel expenses for contractor's or his sub-contractors maintenance services and repair personnel to the different areas and vice versa, the move of copiers within the NATO HQ's premises when necessary and the complete exchange of office copiers not performing satisfactorily if so determined by a respective HQ Chief Purchasing and Contracting. Also included in the flat rate cost is a yearly maintenance of all copiers and an inspection for electrical safety every four years as per accident prevention regulations of the German professional association (Berufsgenossenschaftliche Unfallverhütungsvorschriften) (BGV A3).
- 3.2 Not included in the flat rate cost-per-copy rental charge are damages to equipment caused by negligence and/or misuse of HQs operating personnel for which the contractor cannot be held liable and normal bond paper which will be provided by NATO HQs.

3.3 Response Time: All requests for emergency repairs and/or services shall commence not later than six (6) work hours after receipt of a service call, except for weekends and official holidays and must be completed within no later than eight (8) work hours thereafter. In the event a copier malfunction cannot be cured within no later than 24 work hours thereafter, due to lack/non-availability of spare parts or accessories, the HQ AC Ramstein Chief Purchasing and Contracting will have the right to apply the penalty clause (PART III, B. GENERAL CLAUSES, 3. PENALTY). Such service calls will be directed to "The successful bidder's Service Center" by all rental pool areas through their local Purchasing and Contracting agents. Qualified technicians will respond to respective office copier(s) location(s) within the time specified above.
At the NAEW&CF E-3A COMPONENT at 52511 Geilenkirchen a small stock of common spare parts is to be stored.

NOTE: State location of nearest Service Center

a. from Ramstein (Air Base), Germany _____

b. from Geilenkirchen (NATO Air Base), Germany _____

c. from Cologne (Materialamt der Luftwaffe), Germany _____

4. RETENTION OF HARD DRIVES

In addition to the before mentioned exchange or return of any copier, all hard drives and components capable of permanently storing photocopied data must be taken out of the respective copier by the contractor's maintenance staff and be handed over to the NATO HQ's technical representative and will become ownership of the respective NATO HQ which is included in the flat rate cost-per-copy rental charge as per PART II, 3. PRICES.

5. PAYMENT

5.1 Payments will be effected in the contractor's currency and will bear all related charges.

5.2 Each party shall bear its own costs for Electronic Fund Transfers related to any and all payments in the execution of the contract.

5.3 The contractor is authorized to submit quarterly invoices for rendered services.

5.4 All payments will normally be effected within thirty (30) calendar days from the date of receipt of the invoice.

5.5 If prompt payment discount of _____ % is granted, payment will be effected within _____ calendar days.

5.6 Partial payments for services provided will be made under this contract, if necessary.

5.7 Reimbursement for services rendered under this contract will be in accordance with the fixed rates listed and mutually agreed to in PART II, 3. PRICES.

5.8 In accordance with the agreement between the Federal Republic of Germany and the Supreme Headquarters Allied Powers Europe, NATO-Headquarters located in the Federal Republic of Germany are exempt from paying the net value added tax as of 1 January 1970 (Reference: no. 14 of the Federal Gazette, Part II, No. 74, dated 22 October 1969). As written evidence for such tax exemption for deliveries and/or services to these NATO-Headquarters a set of the necessary exemption forms will be issued to the contractor.

6. CONTRACTUAL DOCUMENTS

This International Invitation for Bid with all its conditions and clauses, or only portions thereof, if so specified in the contract and the successful bidder's written offer will become binding parts of the contract.

B. GENERAL CLAUSES

1. DEFINITIONS

1.1 The term "HQ AC Ramstein" means "Headquarters Allied Air Command Ramstein".

1.2 The term HQ AC Ramstein Chief Purchasing and Contracting means the person executing the contract on behalf of HQ AC Ramstein and any representative designated by her acting within the limits of her authority.

2. INSPECTION

2.1 All office copiers are to be manufactured in accordance with the best commercial standards and practices, and the latest environmental protection directives/laws (especially German directives/laws) unless specifically stated otherwise in the contract. All copiers must state noise emission assessments (Geräuschemissionswerte) related to the norm of the copier.

2.2 Quality and function control inspections of all office copiers will be carried out by the manufacturer/supplier prior to shipment and after installation at its final destination in accordance with accepted commercial practices. Acceptance of delivery will be made by receiving Headquarters based on total quantity of the order, discrepancies in quantity or damages will be reported within ten (10) calendar days from receipt of shipment.

2.3 By participation in this IFIB the contractor or any sub-contractor of the contractor guarantees that he has his business registered in a NATO-member country. Under no circumstances can the contractor or his sub-contractor be from a Non-NATO country. All contractor's or his sub-contractor's staff and/or technical staff requiring access to any military installation must be a citizen of a NATO-member country.

3. PENALTY

The contractor agrees to accept a penalty of one-tenth of one percent (0.1 of 1%) per calendar day for failure to meet the delivery date and the curing of any copier malfunctions thereafter (PART III, A. SPECIAL CLAUSES, Para. 3.3 RESPONSE TIME). The penalty will be applied on the agreed contract price, less handling, transportation and taxes, covering only those items which fail to meet the contract delivery schedule. The maximum penalty to be exacted is cited in paragraph 2.2 DELIVERY of PART III, A. SPECIAL CLAUSES of the IFIB. In cases of intolerable delays, paragraph 4, DEFAULT, of PART III. B GENERAL CLAUSES below, may be invoked in addition to the penalty clause.

4. DEFAULT

4.1 The HQ AC Ramstein Chief Purchasing and Contracting may, subject to the provisions of paragraph 4.3, below, by written notice of default to the contractor, terminate the whole or any part of this contract in anyone of the following circumstances:

4.1.1 if the contractor fails to make delivery of the copiers within the time specified or any extension thereof; or

4.1.2 if the contractor fails to perform any of the other provisions of the contract in accordance with its terms.

4.1.3 In the event the HQ AC Ramstein Chief Purchasing and Contracting terminates this contract in whole or in part as provided in paragraph 4.1 of this clause, the HQ AC Ramstein Chief Purchasing and Contracting may procure upon such terms and in such manner as she may deem appropriate, services elsewhere.

4.1.4 The contractor shall not be liable for any excess costs if any failure to perform the contract arises out from beyond the control and without fault or negligence of the contractor. Such causes include, but are not restricted to, acts of God or of the public enemy, acts of government, fire, flood, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any such causes, unless the HQ AC Ramstein Chief Purchasing and Contracting shall determine that the services to be furnished by the sub-contractor were obtainable from other sources.

5. CONTRACT ADMINISTRATION

During the terms of this contract the contractor will accept modifications and/or any contractual matters pertaining to the contract from only the HQ AC Ramstein Chief Purchasing and Contracting or her authorized representative. The carrying out of any services directed by persons other than the HQ AC Ramstein Chief Purchasing and Contracting or her authorized representative which do not conform to the stipulation of the contract is at the contractor's own risk and expense. The contractor will direct all inquiries and correspondence regarding this contract to the HQ AC Ramstein Chief Purchasing and Contracting or her authorized representative.

6. PASSES

Contractor personnel is required to have Base passes. Passes for entering Ramstein Air Base for the contractor's personnel shall be requested from the HQ AC Ramstein Purchasing and Contracting Branch (A8-BCX) 5 days prior to start of work. The contractor will submit all required information as prescribed.

7. SECURITY

The contractor and his employees must comply with all security requirements imposed by the Base Commanders and the NATO Security Officers at all times while on the military installations.

8. PREFERRED CUSTOMER

The contractor warrants that the prices set forth in this bid are as favorable as those extended to any government, agency, company, organization or individual purchasing or handling like services covered by the contract under similar conditions.

9. CHANGES

Changes, amendments or possibly necessary price adjustments to this contract may be made by the HQ AC Ramstein Chief Purchasing and Contracting only after prior renegotiation with the contractor in written form.

10. TERMINATION

The HQ AC Ramstein Chief Purchasing and Contracting may terminate the present contract at any time by sending a registered letter addressed to the contractor notifying him of her intention to terminate the present contract after an interval of thirty (30) calendar days. In such case of termination no indemnity of any kind may be claimed by the contractor. The present contract can be terminated immediately for security reasons giving twenty-four (24) hours notice. In such case the contractor will have no right to claim for indemnity.

11. COMPREHENSION CLAUSE

The contractor is considered to have fully read and understood all terms, clauses, specifications, and detailed special conditions stipulated in the International Invitation for Bid. The contractor accepts, without reservation, all the terms thereof.

We herewith certify to have carefully read and fully understood all foregoing terms and conditions and assure that all answers thereto are just and binding. The bid will be binding for 90 calendar days as of 29 November 2012.

Bidder's full name

Expert's name

City

Street

Telephone no.

Telefax no.

Date

Signature

Stamp

ACKNOWLEDGEMENT OF RECEIPT

**Headquarters Allied Air Command Ramstein (HQ AC Ramstein)
Purchasing & Contracting Branch
Ramstein Air Base - Bldg. No. 313
D-66877 Ramstein-Miesenbach**

**SUBJECT: Acknowledgement of Receipt of International Invitation for Bid
- Rental of Office Copiers -**

We herewith certify the receipt of above invitation for bid on _____.

**This company will/will not participate in bidding.
(Please line out the non-applicable)**

When not participating in bidding, please give a short explanation for reason:

Name

Date

Signature

Stamp