OCCUPATIONAL HEALTH ADVISORY SERVICES

PART I

BIDDING INSTRUCTIONS

JWC-19-R-009

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1. **PURPOSE**
The purpose of this Request for Quote (RFQ) is to award a Contract for Companies to provide Occupational Health Advisory Services as specified in the Statement of Work (SOW).
These services will be performed on an “as ordered” basis.
The Bidding Instructions should enable the bidders to prepare and submit their proposals to meet the administrative requirements of this RFQ.

2. **BACKGROUND**
Joint Warfare Centre (JWC) is seeking contract support to fulfill its requirement for Occupational Health Advisory Services for all work stations at JWC.

3. **DEFINITIONS AND ABBREVIATIONS**
   a. “Bidder” means the bidding entity that has submitted a bid in response to this RFQ.
   b. “Contracting Officer” or the “Purchasing & Contracting Officer” or “P&C” means the person executing and managing this contract on behalf of JWC. Only duly designated Contracting Officers have the authority to obligate JWC.
   c. “Contracting Officer Technical Representative” or “COTR” means a person appointed by the Contracting Officer for the purpose of determining compliance with the technical requirements of the contract.
   d. “HQ SACT” means the Headquarters, Supreme Allied Commander Transformation, located at Norfolk, VA, United States of America.
   e. “JWC” means the Joint Warfare Centre, located in Stavanger, Norway.
   f. “North Atlantic Treaty Organisation” is hereafter referred to as “NATO”. 
   g. “Supplier/Company/Service Provider” means a party that supplies goods or services.
   h. “Bid” means a submission of completed documents in response to this RFQ with the intent of participating in the competition for a contract award. Bid is used interchangeable with the term “Proposal”.

4. **CLASSIFICATION**
This RFQ is a NON SENSITIVE INFORMATION RELEASABLE TO THE PUBLIC document. However, it may make references to classified documents for which access and/or retention are subject to NATO and national security rules and procedures. JWC will not distribute these classified documents to prospective bidders nor will JWC consider any request for time extension to enable a prospective bidder to obtain these classified documents from national sources. For the performance of the contract, the Companies will not be required to obtain a security clearance.

5. **PARTIAL BIDDING**
Partial bidding is NOT AUTHORIZED.

6. **AMENDMENTS OR CANCELLATION OF THE RFQ**
JWC reserves the right to modify or delete any one or more of the terms, conditions, requirements or provisions of the RFQ prior to the date set for the bid closing. JWC reserves the right to cancel this RFQ, in its entirety, at any time. No legal liability on the part of JWC for payment of any sort shall arise and in no event will a cause of action lie with any bidders for the recovery of any costs incurred in connection with preparing or submitting a bid in response hereto. All efforts initiated or undertaken by the bidders shall be done considering and accepting this fact. JWC will inform the prospective bidders by email for any changes of this original document. If this RFQ is cancelled prior to the bid opening, the bids already received will be returned unopened to the senders.
7. **COMPLIANCE**
Bidder’s proposal must be based on a full compliance with the terms, conditions and requirements of the RFQ and its future clarifications and/or amendments. The bidder may offer variations in specific implementation and functional details, provided that stated functional and performance requirements of the RFQ are fully satisfied.

Each bidder will include in his bid a compliance statement in accordance with Part I, Annex A-1. The bidder shall list thereon, when applicable, all deviations from the Bidding Instructions (Part I), JWC General Provisions (Part II) and the Statement of Work (Part III). Failure to submit a completed compliance sheet may result in disqualification of the bid. In case of conflict between the compliance statement and the detailed evidence or explanations/comments furnished, the detailed evidence/comments shall take precedence for the actual determination of compliance.

8. **CURRENCY**
Bidders may only quote in NOK. Bidders are also advised that all invoices and payments will be made in the currency agreed in the contract.

9. **CONTENTS OF PROPOSAL**

9.1 **Number of Copies**
The bid will consist of two (2) bid packages: the Price Proposal and the Technical Proposal. The Technical Proposal shall be submitted in one (1) original and one (1) copy. The Price Proposal shall only be submitted in one (1) original.

9.2 **Bid Packages**
The bid shall be: the Price Proposal and the Technical Proposal. **PLEASE NOTE PRICE PROPOSAL AND TECHNICAL PROPOSAL SHALL BE IN SEPARATE ENVELOPES***

a) **Price Proposal:** The Price Proposal shall be made in accordance with the attached Bid Form (see Part 1, Annex B). The basic presentation and numbering system must not change.

The Bid Form (Annex B) must be dated and signed by Bidder’s authorized personnel. Proposed rates must be all inclusive.

b) **Administrative Documentation and Technical Proposal:** Each prospective bidder shall include a technical proposal to include as a minimum the following information:

b.1 Table of Contents for the entire bid.
b.2 The Compliance Statement (Annex A-1)
b.3 The Certificate of Legal Name of Bidder (Annex A-2)
b.4 The Certificate of Independent Determination (Annex A-3)
b.5 The Certificate of Bid Validity (Annex A-4)
b.6 The Certificate of Exclusion of Taxes and Charges (Annex A-5)
b.7 The Certificate of Authorization to Perform (Annex A-6)
b.8 Past Performance (Annex A-7)
b.9 Certificates for technical and/or service quality programmes (e.g. ISO)
b.10 Bid Form I (Annex B)

The Technical Proposal must enable JWC to assess the supplier’s current position in promoting quality and financial assurance.
10. **BID SUBMISSION**

10.1 **Language**
Proposals shall be submitted in the English language.

10.2 **Bid Mailing**

a. Each proposal will be placed in a package, which will be marked “Proposal for JWC-19-R-009”. The price and technical proposal must be enclosed in separate envelopes. The package containing the entire proposal will be placed in another envelope, also prominently marked with the RFQ reference (JWC-19-R-009) and addressed to:

“Proposal for JWC-19-R-009”.
Joint Warfare Centre
BUDFIN – Purchasing and Contracting Branch
P.O. Box 8080
Eikesetveien 29
N-4068 Stavanger, Norway

b. Proposals hand-carried to JWC, delivered by commercial courier or parcel Delivery Companies are to be handed over to a representative of the Purchasing & Contracting Section. The Section is typically open Monday through Friday between 08:00 to 15:30 hrs, please call the office and arrange a time & date to be met at the front gate; +47-5287 9297/91/94/96/90. Receipt of the proposal (namely time and date) will be recorded on the package, and the delivery agent will be requested to sign the date/time endorsement, signifying transfer of accountability. Visiting address is:

Eikesetveien 29
N-4032 Stavanger, Norway

11. **LATE PROPOSALS**
The bidder must make every effort to ensure that the proposal reaches JWC before or on the exact date and time set for the bid closing. Proposals received after the established closing date/time will be considered late. Late proposals shall be considered only before the contract has been awarded and on condition that their failure to arrive on time can be attributed to the following circumstances:

a. A bidder will not be held responsible for service delays, so long as a proposal was sent (Registered Mail or by Certified Mail) through commercial channels at least five (5) days before the bid closing. An official Post Office date stamp or service receipt will be required in order to substantiate reason for delay.

b. Mishandling by JWC personnel upon or after receipt.

Other late proposals cannot be considered for award. These proposals will be treated as non-responsive and will be returned unopened to the bidder, at his expense.

12. **BID WITHDRAWAL**
A bidder may withdraw his proposal up to the date and time specified for the bid closing, by written notice to JWC Contracting Officer. The proposal will be returned unopened to the bidder, at his expense.

13. **BID CLOSING DATE**
Proposals must be received at JWC **not later than 15:00 hours (local time) 14 March-2019**. At that time and date, bidding will be closed.
14. **BID VALIDITY**
Proposals submitted shall remain valid until **31 May 2019**. JWC reserves the right to request an extension of validity if a decision cannot be made within this time. Bidders will be entitled to either grant or deny this extension of validity. JWC will interpret a denial as a withdrawal of the proposal.

15. **DURATION OF THE CONTRACT**
The contract awarded through this RFQ will be for an initial period of 1 year effective from the date of last signature, with the option to extend the contract by one (1) year at a time – for a potential total of 4 optional years. Notice of execution of the optional year(s) will be provided in writing by the Contracting Officer no later than 60 days prior to current contract expiration date.

16. **BID EVALUATION**
16.1 **Responsibility**
The evaluation of Proposals and the determination as to the responsiveness and technical adequacy of the services offered will be the responsibility of JWC Contract Award Committee (CAC) and shall be based on information provided by the bidders. JWC is not responsible for seeking any information that is not easily identified and available in the proposal package.

16.2 **Price Comparison**
All quoted prices should be in NOK

16.3 **Evaluation Process**
JWC CAC will thoroughly evaluate the financial and technical proposal submissions. It is imperative that prospective bidders provide enough information for the CAC to properly evaluate the supplier’s competence, qualifications, and resources.

a. The evaluation of proposals shall be based as follows:

- Verification and assessment of compliance with all administrative bidding instructions.
- Thorough evaluation of the received proposals (technical) to ensure ability to perform (i.e., overall competency), as well as compliance with JWC clauses (General Provisions, Special Provisions & Statements of Work).
- Price proposals of technically compliant bidders, as contained and conforming to JWC Proposal Form Annex B, shall then be reviewed to determine the **Lowest Price Technically Compliant Bid**.
- Total price will be evaluated (Base plus four (4) option years).

16.4 **Clarification of Proposals and Discussions**
During the proposal evaluation process, JWC reserves the right to discuss any proposal with the bidders in order to clarify what is being offered (technical capabilities, financial information, investment plan, etc.) and to resolve any potential areas of non-compliance. However, no change to the content of the proposal (technical, financial, etc.) shall be permitted.

17. **COMMUNICATIONS AND CONTACTS FOR CLARIFICATION**
17.1 **Communications in General**
Any communications related to this RFQ, between a prospective bidder and JWC shall only be through JWC Contracting Administrator and/or JWC Contracting Officer; only such persons may, during the solicitation and evaluation period, answer inquiries regarding this RFQ. There shall be no contact with regards to this RFQ with other JWC or NATO personnel. This is to maintain all bidders on an equal and competitive footing. Bidders not following this rule will be disqualified.
17.2 Bidders Request for Clarification
Bidders should seek clarification as soon as possible. Any explanation desired by a bidder regarding the meaning or interpretation of this RFQ, specifications etc., must be requested in writing to the Contracting Administrator / Contracting Officer. The Contracting Officer must receive clarification requests at least ten (10) days before bid closing. It is the Contracting Officer’s exclusive right to deny or grant an extension of the closing date. Information given to a bidder will be furnished to all prospective bidders, by way of a clarification to the RFQ. Oral explanations or instructions will not be binding unless confirmed in writing by the Contracting Officer and/or Contracting Specialist.

17.3 Points of Contact
Ms Anne Grethe Bjåstad, Contracting Administrator
Tel: +47 52 87 92 97
E-mail address: anne.grethe.bjastad@jwc.nato.int

Mr Kjetil Sand, Contracting Officer
Tel: +47 52 87 92 90
E-mail address: kjetil.sand@jwc.nato.int

All correspondence is to be forwarded to group email box: pcs@jwc.nato.int
**A-1 COMPLIANCE STATEMENT**

It is hereby stated that our bid to JWC-19-R-009 is fully compliant with the Bidding Instructions, General Provisions and Statement of Work as contained in Part I, II and III of this document, with:

- [ ] No exceptions

Or

- [ ] The following exception(s):

<table>
<thead>
<tr>
<th>Part</th>
<th>Paragraph</th>
<th>Description of Deviation</th>
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Date: ______________________________________

Company: __________________________________

Signature: _________________________________

Name & Title: ________________________________

Bid Reference: JWC-19-R-009
## A-2 CERTIFICATE OF LEGAL NAME OF BIDDER

This Bid is prepared and submitted on behalf of the legal corporate entity specified below:

<table>
<thead>
<tr>
<th><strong>FULL NAME OF CORPORATION:</strong></th>
<th>__________________________________________________________________________________</th>
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<tbody>
<tr>
<td><strong>DIVISION (IF APPLICABLE):</strong></td>
<td>__________________________________________________________________________________</td>
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<tr>
<td><strong>SUB DIVISION (IF APPLICABLE):</strong></td>
<td>__________________________________________________________________________________</td>
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<tr>
<td><strong>OFFICIAL MAILING ADDRESS:</strong></td>
<td>__________________________________________________________________________________</td>
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<tr>
<td><strong>E-MAIL ADDRESS:</strong></td>
<td>__________________________________________________________________________________</td>
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</tbody>
</table>

**POINT OF CONTACT REGARDING THIS BID:**

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<tr>
<th><strong>NAME:</strong></th>
<th>__________________________________________________________________________________</th>
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<tbody>
<tr>
<td><strong>POSITION:</strong></td>
<td>__________________________________________________________________________________</td>
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<tr>
<td><strong>TELEPHONE:</strong></td>
<td>__________________________________________________________________________________</td>
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**ALTERNATIVE POINT OF CONTACT:**

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<th><strong>NAME:</strong></th>
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<td><strong>POSITION:</strong></td>
<td>__________________________________________________________________________________</td>
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<tr>
<td><strong>TELEPHONE:</strong></td>
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.................................  ..............................................................
Date                                      Signature of Authorized Representative

..............................................................
Title

..............................................................
Company
A-3 CERTIFICATE OF INDEPENDENT DETERMINATION

1. Each Bidder shall certify that in connection with this procurement:
   a. This Bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;
   b. The contents of this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor, and
   c. No attempt has been made, or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.

2. Each person signing this Bid shall also certify that he is the person in the Bidder’s organization responsible within that organization for the decision as to the bid and that he has not participated and will not participate in any action contrary to 1(a) through 1(c) above, or
   a. They are not the person in the Bidder’s organization responsible within that organization for the bid but that they have been authorized in writing to act as agent for the persons responsible for such a decision in certifying that such persons have not participated, and will not participate in any action contrary to 1(a) through 1(c) above, and as their agent does hereby so certify, and
   b. They have not participated and will not participate in any action contrary to 1(a) through 1(c) above.

.........................................................
Date
..............................................................
Signature of Authorized Representative

..............................................................
Title

..............................................................
Company
A-4 CERTIFICATE OF BID VALIDITY

I, the undersigned, as an authorized representative of the firm submitting this bid, do hereby certify that the pricing and all other aspects of our offer will remain valid until 31 May 2019.

Date

Signature of Authorized Representative

Title

Company
A-5 CERTIFICATE OF EXCLUSION OF TAXES AND CHARGES

I hereby certify that the prices offered in the price proposal of this bid will exclude all taxes, duties and customs charges from which the Contracting Officer has been exempted by international agreement.

……………………………………….. Date

………………………………………… Signature of Authorized Representative

………………………………………… Title

………………………………………… Company
A-6 CERTIFICATE OF AUTHORIZATION TO PERFORM

The SUPPLIER warrants that the SUPPLIER and sub-contractors, if any, have been duly authorized to operate and do business in Norway; SUPPLIER and sub-contractors, if any, have obtained all necessary licenses and permits required in connection with the contract; that SUPPLIER and sub-contractors, if any, will fully comply with all the laws, decrees, labour standards and regulations of Norway during performance of this contract; and that no claim for additional moneys with respect to any authorizations to perform will be made upon JWC.

Have adequate financial resources to perform the contract, or the ability to obtain them.

Date

Signature of Authorized Representative

Title

Company
PART I BIDDING INSTRUCTIONS, ANNEX A-7

A-7 PAST PERFORMANCE

Occupational Health Advisory Services completed within the last 5 years or ongoing

<table>
<thead>
<tr>
<th>Type of Contract</th>
<th>Name of Company/ Agency</th>
<th>Period of Performance</th>
<th>Contact</th>
<th>E-mail address</th>
<th>Phone</th>
<th>Comments</th>
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Date: ______________________________
Signature: ________________________
Name & Title: ____________________
Company: _________________________
Bid Reference: JWC-19-R-009
PART I Annex B Bid Form– Occupational Health Advisory Services
JWC-19-R-009 (SEPARATE ENVELOPE)

1. Base Contract (planned dates): 01 May 2019 to 30 April 2020
2. Option 1: 01/05-2020 to 30/04-2021 / Option 2: 01/05-2021 to 30/04-2022 / Option 3: 01/05-2022 to 30/04-2023 / Option 4: 01/05-2023 to 30/04-2024

***PLEASE NOTE: Notice of execution of the optional year(s) will be provided in writing by the Contracting Officer***

<table>
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<tr>
<th>Description</th>
<th>Base Contract</th>
<th>Opt. 1</th>
<th>Opt. 2</th>
<th>Opt. 3</th>
<th>Opt. 4</th>
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<tbody>
<tr>
<td>1 RATE FOR ONETIME BASE LINE SURVEY</td>
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<td>2 RATE FOR DEVELOPMENT OF HES ACTION PLAN</td>
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<td>3 HOURLY RATE FOR LEAD CONTACT PERSON/ HES ADVISOR</td>
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<td>4 RATE FOR POC / HES ADVISOR, HOURLY COST</td>
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<td>5 RATE FOR HYGIENE INSPECTIONS</td>
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<td>6 RATE FOR CHEMICAL / BIOLOGICAL SAMPLING</td>
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<td>7 RATE FOR BASIC HES COURSE</td>
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Date:_____________________________  Signature:_________________________
Name & Title:_______________________  Company:_________________________

Bid Reference: JWC-19-R-009