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## CONTRACTOR SUPPORT FOR SCENARIO PRODUCTION

### PART I

### BIDDING INSTRUCTIONS

#### IFIB ACT-JWC-14-07

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- PART I Annex A-2 Certificate of Legal Name of Bidder IFIB-ACT-JWC-12-11
- PART I Annex A-3 Certificate of Independent Determination IFIB-ACT-JWC-12-11
- PART I Annex A-4 Certificate of Bid Validity IFIB-ACT-JWC-12-11
- PART I Annex A-5 Certificate of Exclusion of Taxes and Charges IFIB-ACT-JWC-12-11
- PART I Annex A-6 Certificate of Authorization to Perform IFIB-ACT-JWC-12-11
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- PART I Annex B Bid Form
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## 1. PURPOSE

The purpose of this Invitation for International Bidding (IFIB) process is to award a Contract for Companies to provide commercial personnel services as specified in the Statement of Work (SOW).

These services will be performed on an "as ordered" basis. This IFIB includes an estimate of JWC's requirements during the contract period. However, bidders must understand that total work days awarded will depend on actual requirements, as well as existing budgetary limitations.

The Bidding Instructions should enable the bidders to prepare and submit their quotations for meeting the administrative requirements of this IFIB ACT-JWC-14-07.

## 2. BACKGROUND

JWC is seeking contract support to fulfil its requirement for Exercise Scenario Production. Companies will be required to support Allied Command Operations and Allied Command Transformation's goal of developing and producing settings, baseline scenarios, and exercise scenarios to support North Atlantic Treaty Organisation (NATO) collective training and exercises. In order to achieve this goal, company personnel will contribute to the planning, development, sustainment, and execution of exercise scenarios that address geo-strategic situations in a variety of synthetic theatres of operation in accordance with JWC directives and direction.

## 3. DEFINITIONS AND ABBREVIATIONS

- a. "Bidder" means to the bidding entity that has submitted a bid in response to this IFIB.
- 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 Representative" or "COR" means a person appointed by the Contracting Officer for the purpose of determining compliance with the technical requirements of the contract.
- d. "Days" as used in this IFIB shall, unless otherwise stated, be interpreted as meaning calendar days.
- e. "HQ SACT" means the Headquarters, Supreme Allied Commander Transformation, located at Norfolk, VA, United States of America.
- f. "JWC" means the Joint Warfare Centre, located in Stavanger, Norway.
- g. "North Atlantic Treaty Organisation" is hereafter referred to as "NATO".
- h. "Supplier/Company" means a party that supplies goods or services.
- i. "Travel on International Duty" or "TDY" means travels in connection with the performance of work duly authorised by the COR.

## 4. USEFUL WEB SITES

The following web sites contain information that may prove useful to the Bidders;

NATO ; [www.nato.int](http://www.nato.int)  
JWC; [www.jwc.nato.int](http://www.jwc.nato.int)  
Norwegian Tax Authorities; [www.skatteetaten.no](http://www.skatteetaten.no)

Norwegian Work and Welfare Authorities; [www.nav.no/page?id=805312736](http://www.nav.no/page?id=805312736)

## **5. CLASSIFICATION**

This IFIB 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 personnel will be required to obtain, before contract start date, a NATO SECRET security clearance or equivalent national level.

## **6. PARTIAL BIDDING**

Partial bidding is AUTHORIZED.

## **7. AMENDMENTS OR CANCELLATION OF THE IFIB**

JWC reserves the right to modify or delete any one or more of the terms, conditions, requirements or provisions of the IFIB prior to the date set for the bid closing. JWC reserves the right to cancel this IFIB, 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 or fax for any changes of this original document. If this IFIB is cancelled prior to the bid opening, the bids already received will be returned unopened to the senders.

## **8. COMPLIANCE**

Bidder's proposal must be based on a full compliance with the terms, conditions, and requirements of the IFIB 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 IFIB 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.

## **9. CURRENCY**

Bidders may quote in NOK, EURO or their own national currency. Bidders are also advised that all invoices and payments will be made in the currencies agreed in the contract. Bank charges related to payments outside Norway will be charged to the supplier.

## **10. CONTENTS OF PROPOSAL**

### **10.1 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 two (2) copies. The Price Proposal shall only be submitted in one (1) original.

### **10.2 Bid Packages**

The bid shall be split into two parts: the Price Proposal and the Technical Proposal.

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- 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 daily rate must be all inclusive (G&A, O/H, etc.) except for Travel on International Duty (TDY). TDY cost will be reimbursed in accordance with Part II paragraph 14. Travel Expenses.

The Bid Form (Annex B) must be dated and signed by Bidder's authorized personnel.

- 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 A list of References completed and/or on-going to include contract number, name and phone/facsimile number, address of company and/or establishment with whom you had the contract - Past Performance (Annex A-7)
  - b.9 Completed Resume Formats (Annex C) of proposed personnel to work under this contract.
  - b.10 Unclassified writing example, from proposed personnel, i.a.w. Part III, Section B, para. 2.0.2 – second bullet.
  - b.11 A Management Plan for execution of the Contract
  - b.12 A summary document of no more than five (5) pages describing the proposed quality assurance plan for the Bidder and JWC.
  - b.13 A short description of areas of relevant expertise available from the company.
  - b.14 Financial statements or other relevant Financial documentation and certificates for technical, and/or service quality programmes.

The Technical Proposal must enable JWC to assess the supplier's current position in promoting quality and financial assurance.

## **11. BID SUBMISSION**

### **11.1 Language**

Bids shall be submitted in the English language.

### **11.2 Bid Mailing**

- a. Each bid will be placed in a package, which will be sealed and marked "Sealed Bid to IFIB-ACT-JWC-14-07". The price and technical proposal must be enclosed in **separate envelopes**. The package containing the entire sealed bid will be placed in another envelope, also prominently marked with the IFIB reference (IFIB- ACT-JWC-14-07) and addressed to:

**“Sealed Bid to IFIB-ACT-JWC-14-07”.**

**Joint Warfare Centre  
BUDFIN – Purchasing and Contracting Branch  
P.O. Box 8080  
Gamle Eikesetveien 29  
N-4068 Stavanger, Norway**

**Tel: +47 52879290**

b. Bids hand-carried to JWC, delivered by commercial courier, or parcel Delivery Companies are to be handed over to a representative of the Purchasing & Contracting Branch. The Branch is typically open Monday through Friday between 08:00 to 15:30 hrs. Receipt of the bid (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.

## **12. LATE BIDS**

The bidder must make every effort to ensure that the bid reaches JWC before or on the exact date and time set for the bid closing. Bids received after the established closing date/time will be considered late. Late bids 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 bid was sent (Registered Mail or by Certified Mail) through commercial channels at least ten (10) 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 bids cannot be considered for award. These bids will be treated as non-responsive and will be returned unopened to the bidder, at his expense.

## **13. BID WITHDRAWAL**

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

## **14. BID CLOSING DATE**

Bids must be received at JWC **not later than 12:00 hours (local time) 01 September 2014**. At that time and date, bidding will be closed.

## **15. BID VALIDITY**

Bids submitted shall remain valid until 31 December 2014. 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 bid.

## **16. DURATION OF THE CONTRACT**

The contract awarded through this IFIB will be effective from the day of the last signature by the Contracting Parties and it will be in force until 31 December 2015 with up to four (4) yearly extension-options. Notice of execution of the optional year(s) will be provided in writing by the Contracting Officer no later than 30 (thirty) days before the contract expiration date.

## **17. BID EVALUATION**

### **17.1 Responsibility**

The evaluation of Bids 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 bid package.

### **17.2 Price Comparison**

For the purpose of price comparison, all quoted prices will be converted into NOK on the basis of the average official commercial buying and selling exchange rates from the Norwegian National Bank at close of business of the last working day preceding the bid closing date.

### **17.3 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 bids shall be based on the "two envelope" process as follows:

Verification and assessment of compliance with all administrative bidding instructions

Thorough evaluation of the received bids (technical & management data) 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 in a separate envelope and conforming to JWC Bid Form Annex B, shall then be reviewed to determine the lowest priced technically compliant bid.

Price proposal of technically non-compliant bidders will be returned unopened.

An award recommendation will be offered to the designated CAC; this committee will then select the winner, which it views as best meeting the needs of JWC.

### **17.4 Clarification of Proposals and Discussions**

During the bid evaluation process, JWC reserves the right to discuss any bid 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 bid (technical, financial, etc.) shall be permitted.

## **18. COMMUNICATIONS AND CONTACTS FOR CLARIFICATION**

### **18.1 Communications in General**

Any communications related to this IFIB, between a prospective bidder and JWC shall only be through JWC Contracting Officer and/or JWC Contracting Specialist; only such persons may, during the solicitation and evaluation period, answer inquiries regarding this IFIB. There shall be no contact with regards to this IFIB 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.

### **18.2 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 IFIB, specifications etc., must be requested in writing (facsimile

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or email) to the Contracting Officer and/or Contracting Specialist. 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 IFIB. Oral explanations or instructions will not be binding unless confirmed in writing by the Contracting Officer and/or Contracting Specialist.

**18.3 Point of Contact**

Mr Kjetil Sand, Contracting Officer  
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All correspondence is to be forwarded to group email box: [pcs@jwc.nato.int](mailto:pcs@jwc.nato.int)

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