

Questions submitted Week 28

Submitted questions are in black, and JWC responses are in blue.

1. IFIB 18.C.2.a. (2) – The IFIB says that the past performance factor will be evaluated for compliance and that a “minimum” of 1 similar reference should be submitted. Would inclusion of multiple past performance efforts increase our proposal score, or does 1 compliant, similar reference represent the maximum potential evaluation?

As this is a Technical Compliant Lowest Price award, 1 compliant similar reference will be sufficient. This should not prevent a bidder from demonstrating multiple past performance efforts.

2. IFIB-ACT-JWC-19-08 Annex B-3 Past Performance – are bidders constrained to allocated space in the Annex B-3 document, or are bidders allowed to expand their content so as we follow the same format of Annex B-3?

Past Performance Information Form - Annex B-3 should be understood as the minimum information required – and sufficient. However, bidders are not constrained to the allocated space.

3. IFIB-ACT-JWC-19-08 Annex B to the SOW – would NATO confirm that the “estimated days of work” listed represent all five years of the contract? If this is the case, why is it stated that “one-year estimation represent 50-60% of the estimated workdays”? please clarify what these numbers represent

The list of EPFs/STOC functions represents a ‘menu’. JWC will not use all functions during an exercise. If a particular EPF is used in an exercise, the “estimated days of work” listed represents the most likely the number of days that can be expected in a ‘typical’ year where JWC conducts 2 exercises. Therefore, if the EPF is not used at all, the actual number will be 0, and if the EPF is used in 1 exercise, then the number of days will be approximately halved.

In Annex B, the total estimated days (work and travel) for all 53 functions add up to almost 3500. In a ‘typical year’ JWC will have funding for approximately 50-60% of this. The setting and scenario of the exercise will determine which and how much a particular EPF is required. (Reference is made to Q.17 of this document).

4. IFIB 18.C.2.a. (1) – the IFIB reads “Description of the bidders quality assurance & customer services methodology in line with the Statement of Work (Supplier-created Annex B-1) will be evaluated as compliant/non-compliant”. Can the government clarify what quality standards bidders are proposing to achieve and how NATO will determine compliance for this factor?

We have requested "...a system based on ISO 9000 Standards..." (Part II, Section A, General T&Cs, part 19).

In order for us to consider the Bidder's Quality Assurance & Customer Services methodology, we have requested a Supplier-created document (Annex B-1) describing the proposed quality assurance plan. As we have not specified a particular format, 'Annex B-1' only exists as a reference. Any supporting Quality certificates should be attached to this Supplier-created document.

5. IFIB 6 Classification – is NATO able to re-activate someone's clearance who has been previously cleared at the NATO or National Equivalent Level?

No, NATO is not able to re-activate someone's clearance. This can only be done by the respective nations and is a company task and responsibility.

6. IFIB 6 Classification – Clearance paperwork can be very difficult to gain access to and systems are complex across all NATO Nations. We suggest JWC allow a self-certification letter be presented to fulfill this requirement. Is this acceptable?

Yes. JWC will make available a "Certification of Security Clearance" form.

7. IFIB 6 Classification – occasionally, candidate are unsure whether their clearances are still active or do not have a copy of their clearances. Can NATO provide guidance on how we should verify and procure copies of candidates' clearances?

No, we are not in a position to do so.

8. IFIB 18.C.2.a. (3). a – IFIB states that bidders "must win priority Level 1" but that phrase is not defined elsewhere in the IFIB. Can NATO clarify what constitutes "Priority Level 1" for a resume?

"Priority Level 1" refers to the Master Priority List which will be the basis for the order in which Suppliers are contacted for work in a particular EPF. To win a Priority Level 1 means that 'your' company, based on a Technical Compliant-Lowest Price -award, will be the first to be contacted to provide that specific EPF for an exercise. (Reference is made to the Power Point briefing provided during the Bidder's Conference).

9. IFIB 18.C.2.a. (1) – Can NATO clarify what they mean by "Supplier-created Annex B-1"?

We do not have a specific template/form for this. We expect the Supplier to create its own document. See also the answer to Q.4.

10. Part II – 12.B – Can NATO confirm that bidder can either mail the proposal to the mailing address provided OR deliver the proposal by hand / commercial

carrier / parcel delivery company by appointment at the Hand-Carried or Courier address?

Yes, the bidders can either mail (not e-mail) the proposal or have it delivered. It is the bidder's responsibility to make sure the bid is received by JWC Not Later Than the Bid Closing Date (15 August 2019 at 13.00, local time).

11. Part II – 12.B – Would NATO allow electronic submission of the proposal?

No.

12. IFIB 6 Classification – would NATO clarify who is defined as “members”?

Misprint. Please replace with “Candidates”.

13. IFIB 11.c.1 – Labor and flight costs can fluctuate from year to year. We suggest NATO allow for escalation / de-escalation during option year pricing.

JWC has decided to request prices which will remain the same for the (potential) 5-year duration of the contract.

14. IFIB Part 2 Section B.8 – would NATO allow 2 travel days consider return flights?

JWC has decided to compensate for 1 travel day in and 1 travel day out.

15. IFIB Part 2 Section B-2.f – is 14 days the expected duration of all task orders? What is the average length of an exercise? Max/min?

14 days is the overall average length of an event and is therefore used as the basis for award. The various events and respective duration is shown in the Power Point briefing provided during the Bidder's Conference.

16. SOW 3.b - What positions are currently being fulfilled under a previously arranged contract?

At this point, contracts are in place to support the final events of exercise activities up to mid-November 2019. This is done to ensure that we have the required continuity over the course of this particular exercise. Even if we are able to put in place new contracts by 01 Oct 19 as planned, we would not expect these to support the final stages of an exercise where the early stages have already started.

17. Which STOC positions are most commonly used?

Please see response provided during Bidder's Conference. Some statistics from 2018 has been provided in a separate document/Excel spreadsheet.

18. In Part II Section B para 13 below, you indicate that you intend to release the MPL pricing per EPF to all bidders. This is an unusual practice as the pricing is provided as Commercial- in-Confidence between the supplier and the bidder. The release of this information jeopardises a company's ability to retain commercially sensitive information from competitors in future bids at the JWC and elsewhere in NATO. While it is understood that pricing per EPF has budgeting consequences internal to the JWC when determining whether resources are available to meet a requirement, this is not unique to this IFIB. Could we suggest that the below para 13 be modified to read that the MPL list will be released, but the pricing per EPF will remain Commercial In Confidence as it has been provided to the JWC?

JWC has accepted to make the requested modification.

The initial intention was to enable a similar process to the one we currently have. As there are many people involved, it is not possible to provide a 100% assurance that this process will not inadvertently at some point during the next 5 years, give a company access to the rates of other companies. As it is paramount to give all successful bidders access to the same information, we therefore concluded that releasing the prices would be the best approach. However, we understand the concern for commercially sensitive information being released, and will therefore put in place administrative restrictions and control measures to ensure that none of the successful bidders should have access to the rates of other companies.

19. Secondly, given that the JWC has decided to include travel and Per Diem costs in the lowest-price calculation for the IFIB, where these costs are significantly different depending on the nationality of the NATO nation involved, is it possible for a bidder to provide two different prices for an EPF and thus be in two different positions on the MPL, depending on what resource was being provided?

We expect to receive only one price per EPF per bidder. A bidder can submit more than one candidate per EPF, but they will all be at the same price.

20. Can you please confirm that the only companies that may compete for this bid are those that replied to you before 22 March 2019, in accordance with the NOI published on 14 February 2019.

Not confirmed. Any company can bid. The mentioned deadline is only for the Nations to nominate companies that JWC have to invite directly.

21. In the Reply to Question #3 regarding the potential for one individual to cover more than one 1 EPF, JWC replied that " the same individual can be offered for

more than one Exercise Play Function assuming they meet the requirements for both functions”. What will JWC do if this individual bids at the lowest cost and becomes MPL1 but can only fulfil one EPF? Why is there not a limit on the number of EPFs for which an individual can bid? The effect of allowing such a practice would be to increase the cost to JWC contract staff and delaying the issue of task orders.

JWC will not speculate in potential outcomes and courses of action. It is our responsibility to maximize competition, but at the same time we have put in place some minimum requirements.

22. Bid Evaluation. Para 18 of the IFIB states that “JWC is not responsible for seeking any information that is not easily identified and available in the proposal package.” This is contrary to Bi-SCD 060-070, Procurement Policy, in which the Contracting organisation is required to conduct pre-award surveys to ensure that eligible sources of supplies and services have been historically responsible and responsive. We are aware of recent instances where contractors have submitted false documentation or made false claims to ensure compliance and the Contracting organisation did not conduct the appropriate due diligence. What is the JWC Quality Assurance procedure to ensure that claims of compliance are verified, prior to contract award, and fulfils the requirements of Bi-SCD 060-070.

The statement is there to clarify that it is the responsibility of the bidders to provide sufficient information. If sufficient information is not provided, JWC will conclude with non-compliance. JWC’s general responsibilities of performing due diligence is not limited by this statement.

23. Part II of Section A states that JWC will publish the Master Priority List (MPL) and MPL pricing per EPF to all bidders. Releasing commercially sensitive information to other contractors is contrary to Bi-SCD 060-070 and should be avoided. It is recommended that the MPL is distributed so that planning can be done but that pricing is withheld.

See answer to Q.18

24. I understand that a verbal response in the bidder’s conference was that if a bidder won 5 EPFs at MPL1 from a minimum of 15 EPFs, then they would be eligible for a contract award, but that it was possible that some of those 15 could be technically non-compliant. Please confirm that a candidate who is assessed to be technically non-compliant by JWC does not count towards the 15 EPFs to be submitted to be eligible. Forwarding non-compliant submissions incurs a cost and time delay to JWC.

Not confirmed. Bidder must submit a minimum of 15 candidates they expect to be compliant. Only JWC will determine if they actually are.

25. Will the JWC consider revising the current IFIB pricing evaluation criteria in order to adhere to the spirit of AD 060-070? As written, it seems that the criteria is biased toward companies located closer to JWC and excludes companies in the United States.

IFIB-ACT-JWC-19-08 is written in a way that favors companies that are in close proximity to JWC, including the Host Nation, since bid prices are supposed to be based on labor, Per Diem and travel costs. It also puts those countries that are far away from JWC at a distinct disadvantage. This isn't just companies based in North America, but also countries where it is difficult to travel easily to Stavanger. The current contracting process protects against potential biases towards local or regionally based companies by excluding costs beyond the rates for services. Our assessment is that the inclusion of Per Diem and travel costs in this IFIB conflicts with the "Non-discrimination" principle at Article 1-1 (1) e in AD 060-070 and the Governing Principles at Art 1-1 b which states that "it is a Contracting Officer's responsibility to ensure statements of work or specifications are not biased toward a specific product, manufacturer or service provider."

JWC will proceed with the IFIB as it is written. To include all associated costs is not to be: "...biased toward a specific product, manufacturer or service provider". On the contrary, we would be remiss if we did not base our awards on the full cost of the services. We recognize that by achieving 'value for money' with a lowest price technically compliant bid, there may be disparity in the bids for a variety of reasons including location, availability of trained personnel or product availability, but that is the nature of competition. It applies to all NATO entities, whether they are geographically located in North America or indeed any part of Europe.