

**IFIB-ACT-JFTC 19-57**

**INVITATION FOR INTERNATIONAL BIDDING**

**FOR SCENARIO PRODUCTION**

**FOR STEADFAST PINNACLE/PYRAMID 2020 EXERCISE**

**BIDDING INSTRUCTIONS**

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## **PART I - BIDDING INSTRUCTIONS**

### **1. General**

The purpose of this Invitation for International Bidding (IFIB) is the competitive selection of the lowest compliant bidder offering services for Scenario Production for Steadfast Pinnacle/Pyramid 2020 Exercise. The result of this bidding will be Firm Fixed Price Deliverables Contract.

### **2. Classification**

This IFIB is an UNCLASSIFIED document.

### **3. Definitions**

- a) The term "Potential Bidder", shall refer to the entity that intends, without commitment, to participate in this IFIB.
- b) The term "Bidder", shall refer to the bidding entity that has completed a bid in response to this IFIB.
- c) The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this IFIB.
- d) The term "Contractor" shall refer to the bidding entity to which the contract is awarded.
- e) The term "Contracting Officer" or "CO" designates the official who is executing this IFIB and awarding the contract on behalf of the JFTC.
- f) "Contracting Officer Technical Representative" or "COTR" is the official who is appointed for the purpose of determining compliance of the successful bid, per the technical specifications.
- g) The term "Statement of Work" (hereinafter referred to as SOW) refers to the technical requirements defined by JFTC.
- h) "Work unit" is one person's working time for a day, or the equivalent, used as a measure of how much work or labor is required or consumed to perform some task.
- i) The term "JFTC" shall refer to the Joint Force Training Centre.
- j) The term "ACT" shall refer to the Allied Command Transformation.
- k) The term "NATO", shall refer to the North Atlantic Treaty Organisation.
- l) The term "days" as used in this IFIB shall, unless otherwise stated, be interpreted as meaning calendar days.

### **4. Eligibility**

This IFIB is opened to governmental or commercial entities that:

- a) Originate and are chartered/incorporated within NATO member nations.

- b) Contractor personnel performing services under the contract must be citizens of a NATO nation, having appropriate professional training and experience in related field(s), and meet applicable criteria for personal security clearance.
- c) have successfully provided similar services (at least two (2) contracts within the past three years) to NATO entities or NATO-member national military command or training centre.

#### **5. Exemption of taxes**

In accordance with Article VIII of the Paris Protocol dated 28 August 1952 and Art. 17 of the Supplementary Agreement between the Government of the Republic of Poland and Headquarters, Supreme Allied Commander Transformation and the Supreme Headquarters Allied Powers Europe to the Protocol on the status of International Military Headquarters set up pursuant to the North Atlantic Treaty, dated 9 July 2016, goods and services under this Contract are exempt from taxes, duties and similar charges.

#### **6. Terms and Conditions of the Bid**

All the terms and conditions of a bid are deemed to be accepted by the Bidder and incorporated into the Bidder's proposal submission. It is the JFTC's intention that the General and Special Terms and Conditions stated in this bid and the successful Bidder's response to this bid will form the contract between the JFTC and the successful Bidder.

#### **7. Amendment or Cancellation**

- a) The JFTC reserves the right to amend or delete any one or more of the requirements, terms, conditions or provisions of the IFIB prior bid opening. A solicitation amendment or amendments shall announce such action.
- b) Amendments issued before the established time and date for receipt of offers shall be issued to all parties receiving the solicitation.
- c) Amendments issued after the established time and date for receipt of offers shall be issued to all bidders that have not been eliminated from the competition, provided that the reasons for the elimination are not material in the changes.
- d) The JFTC reserves the right to cancel, suspend or withdraw for re-issue at a later date, at any time, this IFIB either partially or in its entirety. No legal liability on the part of the JFTC shall be considered for recovery of costs in connection to bid preparation. All efforts undertaken by any bidder shall be done considering and accepting, that no costs shall be recovered from the JFTC. If this IFIB is cancelled prior to the bid opening, the bids already received shall be returned, unopened to the senders upon their request.

#### **8. Clarifications to the Solicitation**

- a) Potential Bidders should seek clarification at their earliest convenience. Any explanation regarding the meaning or interpretation of terms, clause, provision or specifications of this IFIB, shall be requested in writing, from the Contracting Officer. The Contracting Officer must receive such requests for clarification no later than 28 calendar days before bid closing date. The Contracting Officer is under no obligation to answer questions submitted after this time.

- b) Information in response to a request for clarification to a potential bidder shall be furnished to all potential Bidders as a Question and Answer (Q&A) amendment (except for the identity of the questioner) not later than 28 calendar days before the closing date for bids. All such amendments shall be incorporated into this IFIB and published on the JFTC website as part of this solicitation. The published answers issued by the Contracting Officer shall be regarded as the authoritative interpretation of the IFIB. Oral interpretations shall not be binding unless confirmed in writing by the Contracting Officer.
- c) The [Frequently Asked Questions](#) (FAQ) published on the JFTC official website contain answers to some of the commonly asked questions. The aim of FAQ is to help the potential bidders to understand bidding process. Please peruse them first.

## **9. Bid Closing Date**

- a) Bids shall be received at the JFTC Contracting Office, no later than 22 November 2019, 13:00 hours, Central European Time. No bids shall be accepted after this time and date.
- b) Written and duly justified requests for extensions of the bid closing date shall be submitted directly to the Contracting Officer, and may be granted at his discretion. Such requests must reach the Contracting Officer not later than 14 calendar days prior bid closing date. When extensions of the bid closing date are granted, the Contracting Officer will immediately advise all the potential offerors by publishing it on the JFTC website, and when possible, by sending the notification via email.

## **10. Bid Validity**

- a) Bids shall be irrevocable for a period of ninety days (90) from the applicable closing date set forth within this IFIB.
- b) In order to comply with this requirement, the bidder shall complete the Certificate of Bid Validity set forth in Enclosure 7. Bids offering less than the period of time referred to above for acceptance by the Contract Award Committee (CAC) may be determined to be non-compliant.
- c) The CAC will endeavor to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the CAC reserves the right to request an extension of the period of validity.
- d) Upon notification by the Contracting Officer of such a request for a time extension, the bidders shall have the right to:
  - a. accept this extension of time in which case bidders shall be bound by the terms of their offer for the extended period of time and Certificate of Bid Validity extended accordingly; or
  - b. refuse this extension of time and withdraw the Bid.
- e) Bidders shall not have the right to modify their Bids due to Contracting Officer request for extension of the Bid validity unless expressly stated in such request.

## 11. Contents of Proposal

The proposal **shall consist of 4 (four) copies** of the following minimum paper documents (clipped – neither binding nor prong folders please):

- a) A table of contents for the entire proposal (Enclosure #1);
- b) The Bidder's full name, address, Points of Contact (POC), telephone number and e-mail address;
- c) Compliance Statement (Enclosure #3);
- d) Two Past Performance Information Forms (Enclosure #4);
- e) Reference letter/s confirming successful provision of services provided and defined in the Enclosure #4;
- f) Company Price Proposal in sealed format (Enclosure #5);
- g) Certification of Security Clearance (Enclosure #6);
- h) Certificate of Bid Validity (Enclosure #7);
- i) Certificate of Independent Determination (Enclosure #8);
- j) Certificate of Exclusion of Taxes and Charges (Enclosure #9);
- k) Statement of Absence of Conflict of Interest (Enclosure #10);
- l) Certificate of Legal Name of Bidder (Enclosure #11).
- m) Bidder proposed Approach and Methodology for completion of tasks and deliverables, to include as a minimum:
  - Description of the company profile and structure,
  - Presentation of the appointed Project Manager (main point of contact for JFTC) for the execution of the Contract,
  - Description of the organization and implementation of the contract in response to the deliverables requested.
  - Quality Assurance methodology.
  - Proposals for suitable named Contractor's deployed Resource Category Roles as defined in SOW, paragraph 4. Bidders shall outline how compliance is achieved and specifically reference the information within the supporting documentation.
  - Demonstration and understanding of the security and confidentiality requirements as defined in the SOW, paragraph 11.
  - Any other relevant information.

## 12. Proposal Submission

- a) The proposal shall be made in English language.
- b) Bids must be submitted in accordance with the **DOUBLE ENVELOPE SYSTEM**. The **Outer Envelope** or parcel should be duly sealed and carry the following information as

presented in the Enclosure #2. The outer envelope must contain **two (2) inner envelopes**, namely:

- **Inner Envelope A** – containing **Technical and Administrative Proposal**

- **Inner Envelope B** – containing **Price Proposal**

**each of them separately sealed and identified (including bidder name).**

- c) It is strictly required that bids are presented in the correct format and include all documents necessary to enable the Contract Award Committee to assess them. Failure to respect these requirements will constitute a formal error and may result in the rejection of the tender.
- d) An electronic copy (via e-mail) of the Technical and Administrative proposal of maximum 2 PDF files (not exceeding 8MB) is required to the Contracting Officer, prior to the established Bid Closing Date. The Bidders shall not include the Price Proposal.
- e) Partial bidding is not permitted.
- f) Proposal packages may be made by mail, courier or hand carried.
- g) Proposal packages are to be handed to a member of Contracting Office or other member of the Budget and Finance Branch, who shall endorse the package with a time date and delivery official shall counter sign, as to the accuracy of the recording. The delivery shall be scheduled between 08:00 and 15:00 CET (between Monday and Friday only).
- h) Quotations shall be made as net price in the National Currency of the Bidder.
- i) For the purpose of the price comparison all quoted prices will be converted by the Contract Award Committee into PLN on the basis of the Bank Pekao S.A. selling exchange rates at close of business of the last working day preceding the Bid Closing Day.
- j) It is the sole responsibility of the interested company to review any Q & A that may be issued in support of this solicitation, prior to bid submission.
- k) No oral bids or oral modifications or telephonic bids shall be considered.
- l) It is the ultimate responsibility prior to submission that all proposal submissions are reviewed to ensure they meet the technical and administrative specifications and that offers meet the limitations and expressed conditions.

### **13. Late Proposals**

- a) It is solely the bidder's responsibility that every effort is made to ensure that the proposal reaches the JFTC prior to the established closing date and time. All late bids shall be returned to the offering company unopened. Only if it can be unequivocally demonstrated that the late arrival of the bid package was the result of the NATO staff negligence (mishandling) shall the bid be considered.
- b) A delay in a commercial courier service does not constitute a delay by the NATO or government channels.

#### **14. Bid Withdrawal**

A bidder may withdraw their bid up to the date and time specified for bid closing. Such withdrawal must be completed in writing, with attention to the JFTC Contracting Officer. The proposal shall be returned to the bidder, at the expense of the Company.

#### **15. Bid Evaluation**

- a) The evaluation of bids and determination as to the responsiveness and technical adequacy or technical compliance, of the products or services requested, shall be the responsibility of the JFTC. The contract shall be awarded to the bidder submitting the admissible bid offering the lowest priced technically compliant offer. Such determinations shall be consistent with the evaluation criteria specified in the IFIB. The JFTC is not responsible for any content that is not clearly identified in any proposal package.
- b) Prior to the commencement of the Technical and Price Evaluation, Bids will be reviewed for administrative compliance with the Bid Submission Requirements of this IFIB. These are as follows:
  - (1) The Bid was received by the Bid Closing Date and Time.
  - (2) The Bid is complete, i.e. contains a separate price and separate technical Bid, and it comes in two separate and closed envelopes as described in point 12.b).
  - (3) The bidder has submitted originally signed copies of the required Certificates and Statements and provided all other required Enclosures.
  - (4) The Bid is made in English language. Any documents supporting the bid that are not translated into English language (self-translation will be accepted) shall not be considered eligible.
  - (5) The Technical Proposal is complete and meets the purpose of this IFIB.

A Bid that fails to conform to one or more of the above requirements will be declared non-compliant and shall not be evaluated further by JFTC (selection criteria: pass or fail).

- c) Determination of Technical Compliance (selection criteria: pass or fail).
- d) Upon determination that the technical volume is responsive and technically compliant, such offers shall be approved to the next phase (price) of the two-step bidding process.
- e) Successful cost price criteria (Lowest Price Technical Compliant Offer). The CAC shall open and record the price proposals of the Technically Compliant Offers only. No deviation from proposed pricing is authorised.

#### **16. Clarifications of Proposals**

During the entire evaluation process the JFTC reserves the right to discuss any bid with the order to clarify what is offered and interpretation of language within the bid, to resolve in potential areas of noncompliance. Clarifications should not cause prices to change or technical offering to materially change. Following receipt of bids/proposals, clarification requests should be limited to resolving likely administrative errors (e.g., clerical mistakes, as in the obvious misplacement of a decimal point).



### **17. Award**

- a) The JFTC contemplates to award a contract to a single source.
- b) The JFTC Contract Award Committee shall award the contract to the Bidder whose conforming proposal represents the lowest compliant offer.
- c) The JFTC reserves the right to negotiate minor deviations to the listed Special and General Terms and Conditions to this IFIB.
- d) Contract Award date is anticipated in November/December 2019.
- e) The JFTC reserves the right to withdraw the award of the contract to a successful Bidder within 30 days of the award if in the opinion of the JFTC the successful Bidder is unable or unwilling to enter into a form of contract satisfactory to the JFTC. The JFTC shall be entitled to do so without any liability being incurred by the JFTC to the Bidder

### **18. Communications**

- a) All communication related to this IFIB, between a potential bidder and the JFTC shall be only through the JFTC Contracting Officer. Designated contracting staff shall assist the JFTC Contracting Officer in the administrative process. There shall be no contact with other JFTC personnel in regard to this IFIB. Such adherence shall ensure Fair and Open Competition with equal consideration and competitive footing leverage to all interested parties.
- b) Any attempt by a bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the Contract Award Committee or JFTC during the process of examining, clarifying, evaluating and comparing bids will lead to the rejection of its bid.

### **19. Point of Contact**

Ryszard PIASECKI, JFTC Contracting Officer  
[ryszard.piasecki@jftc.nato.int](mailto:ryszard.piasecki@jftc.nato.int)

All correspondence shall be forwarded to:

Joint Force Training Centre  
BUDFIN – Contracting Office  
IFIB-ACT-JFTC 19-57  
ul. Szubinska 2  
85-915 Bydgoszcz (Poland)

**PROPOSAL CHECKLIST**

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**ADMINISTRATIVE**

- Bidder`s full name, address, POC, telephone number, e-mail address.
- Compliance Statement (Enclosure #3).
- Certification of Security Clearance (Enclosure #6)
- Certificate of Bid Validity (Enclosure #7)
- Certificate of Independent Determination (Enclosure #8)
- Certificate of Exclusion of Taxes and Charges (Enclosure #9)
- Statement of Absence of Conflict of Interest (Enclosure #10)
- Certificate of Legal Name of Bidder (Enclosure #11)

**TECHNICAL**

- Technical proposal, including:
  - Two (2) Past Performance Information Forms - (Enclosure #4)
  - Reference letter/s confirming successful provision of services provided and defined in the Enclosure #4
  - Bidder proposed Approach and Methodology for completion of tasks and deliverables (Bidding Instructions, point 11.m)

**PRICE**

- Price Proposal (Enclosure #5).

**ADDRESS LABEL**

(The label below is to be completed by the bidder and affixed to the exterior envelope; parcel or package mailed or delivered to JFTC)

**SEALED BID TO IFIB-ACT-JFTC 19-57**

**(to be opened by Contract Award Committee only)**

**Sender:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Joint Force Training Centre (JFTC)  
BUDFIN  
Attn: Ryszard PIASECKI  
IFIB-ACT-JFTC 19-57  
ul. Szubinska 2  
85-915 Bydgoszcz  
POLAND**

**COMPLIANCE STATEMENT**

It is hereby stated that our Company has read and understood all documentation issued as a part of the IFIB-ACT-JFTC 19-57. There are no further questions or requests for clarifications regarding this IFIB.

Company: \_\_\_\_\_ Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_ Date: \_\_\_\_\_

The proposal of our Company submitted in response to the referenced solicitation is fully compliant with the provisions of IFIB-ACT-JFTC 19-57, and the intended contract with the following exception(s); such exemptions are considered non substantial to the JFTC solicitation provisions issued.\*

Clause	Description of Minor Deviation
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(If applicable, add another page)

Company: \_\_\_\_\_ Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_ Date: \_\_\_\_\_

Company Bid Reference: \_\_\_\_\_

\* Bidder's proposal must be based on full compliance with the terms, conditions and requirements of the IFIB and all future clarifications and/or amendments. The Bidder may offer variations in specific implementation and operational details provided that the functional and performance requirements are fully satisfied. In case of conflict between the compliance statement and the detailed evidence or explanation furnished, the detailed evidence/comments shall take precedence/priority for the actual determination of compliance. Minor or non-substantial deviations may be accepted. Substantial changes shall be considered non responsive.



**(f) Contract amount and currency:**

**(g) Period of Performance:**

**(h) Name, Address, Fax, email and Telephone No. of Reference:**

**(i) Indicate Whether Reference Acted as Prime or Sub-contractor:**

**(j) Comments regarding compliance with contract terms and conditions:**

**(k) Complete Contact Information for client (Name, address, POC name, e-mail, tel. #):**

**(l) Permission to contact client for reference: Yes/ No**

SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE	COMPANY	DATE
.....	.....	.....	.....

**MANDATORY PRICE PROPOSAL FORMAT**

On behalf of (**Insert: Company Name**) please find the Price Proposal submitted in accordance with the terms and conditions stated in the IFIB-ACT-JFTC 19-57 and solicitation provisions.

<b>Deliverable</b>	The company price proposal (NET amount)*	Currency
Work Package 1		
Work Package 2		
Work Package 3		
Work Package 4		
Work Package 5		

*\*The proposed price proposal must be "fully loaded". No travel will be reimbursed separately. Deliverable will be paid by one (1) invoice upon completion of Work Package.*

Please verify and acknowledge propriety of above by duly completing signatures below.

<b>SIGNATURE OF AUTHORIZED REPRESENTATIVE</b>	<b>NAME AND TITLE</b>	<b>COMPANY</b>	<b>DATE</b>
.....	.....	.....	.....

**CERTIFICATION OF SECURITY CLEARANCE**

The Bidder hereby certifies that the proposed key personnel, if specifically requested, shall have required Security Clearance or that all necessary actions have been undertaken to insure that the proposed personnel will be in possession of such Security Clearance at the time of Contract award/Task Order execution. The Bidder also acknowledges that this requirement applies also to all personnel involved in this project as a result of subcontracts issued by the Contractor for effort under the prime Contract.

The Bidder hereby certifies that he/she is fully aware that resulting Contract will require some of the key personnel to handle and process classified materials to the level of NATO SECRET on NATO premises. The facility of the Contractor/Sub-contractor shall also hold a NATO SECRET Facility Clearance without storage capabilities where required by applicable national regulations.

The Bidder hereby certifies that NATO classified information made accessible to key personnel on NATO premises shall be treated as if officially provided to the Contractor or Sub-Contractor.

SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE	COMPANY	DATE
.....	.....	.....	.....



**CERTIFICATE OF BID VALIDITY**

I, the undersigned, as an authorised representative of the firm submitting this Bid, do hereby certify that the pricing and all other aspects of our original offer as modified by our revised proposal will remain valid for a period of ninety days (90) from the applicable closing date set forth within IFIB-ACT-JFTC 19-57.

<b>SIGNATURE OF AUTHORIZED REPRESENTATIVE</b>	<b>NAME AND TITLE</b>	<b>COMPANY</b>	<b>DATE</b>
.....	.....	.....	.....

**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/she is the person in the bidder's organisation responsible within that organisation 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 organisation responsible within that organisation for the Bid but that they have been authorised 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.

SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE	COMPANY	DATE
.....	.....	.....	.....

**CERTIFICATE OF EXCLUSION OF TAXES AND CHARGES**

I hereby certify that the prices offered in the price proposal of this Bid exclude all taxes, duties and customs charges from which JFTC has been exempted by international agreements.

<b>SIGNATURE OF AUTHORIZED REPRESENTATIVE</b>	<b>NAME AND TITLE</b>	<b>COMPANY</b>	<b>DATE</b>
.....	.....	.....	.....

**STATEMENT OF ABSENCE OF CONFLICT OF INTEREST**

I, the undersigned ....., **being the authorised signatory** for the above-mentioned company for the IFIB-ACT-JFTC 19-57, hereby solemnly declare that we are not and shall not be in any situation which could give rise to a conflict of interest in what concerns the performance and implementation of the contract. In the event of the contract being awarded to us, we commit ourselves to act with complete impartiality and in good faith in what concerns its performance and outcome.

SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE	COMPANY	DATE
.....	.....	.....	.....

**CERTIFICATE OF LEGAL NAME OF BIDDER**

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

Full Name of Bidder	
Division (if applicable)	
Sub-Division (if applicable)	
Official Mailing Address	
Email address	
Point of Contact regarding this Bid	
Name	
Position	
Phone	
Alternative Point of Contact	
Name	
Position	
Phone	

SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE	COMPANY	DATE
.....	.....	.....	.....

**PART II – GENERAL CONTRACT TERMS AND PROVISIONS**

**JFTC General Contract Terms and Conditions**

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## 1. DEFINITIONS

As used throughout this Contract, the following terms shall have meanings as set forth below:

- a. "JFTC" means the Joint Force Training Centre. Joint Force Training Centre (JFTC) is set up by the North Atlantic Council under Article 14 of the Protocol on the Status of International Military Headquarters (1952) and has been delegated a defined legal capacity by Headquarters, Allied Commander Transformation (HQ SACT) through its terms of Reference and the Supplementary Agreement between the Government of the Republic of Poland and Headquarters, Supreme Allied Commander Transformation and the Supreme Headquarters Allied Powers Europe to the Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty (in the following referred to as "SA"). Remaining legal personality rests with HQ SACT. JFTC is located at Szubinska Street 2, 85-915 Bydgoszcz, Poland, and holds Statistical Identification Number REGON 093191068.
- b. The Contracting Officer means the person executing and managing this Contract on behalf of JFTC.
- c. The Contracting Officer Technical Representative (COTR) means a person appointed by the Contracting Officer for the purpose of determining compliance with the technical requirements of the Contract.
- d. The North Atlantic Treaty Organization is hereafter referred to as "NATO".
- e. The term "days" shall be interpreted as meaning calendar days.
- f. Contract Effective Date (CED) is the date of last signature by the contracting parties, or a specific date set forth in the Contract.

## 2. APPLICABLE LAW

Except as otherwise provided in this Contract, this Contract shall be governed, interpreted and construed with the laws of the Republic of Poland.

## 3. ASSIGNMENT

This Contract is not assignable by the Contractor either in whole or in part unless agreed in writing by the Contracting Officer in accordance with the following reservations:

- a. Any modifications, including changes, additions or deletions and instructions under this Contract shall not be binding unless issued in writing by the Contracting Officer.
- b. Sub-Contractors shall be limited to citizens or legal entities of member nations of NATO, unless specifically authorized by the Contracting Officer.
- c. The Contractor shall determine that any sub-Contractor proposed by him for the furnishing of supplies or services which shall involve access to classified information in



the Contractor's custody has been granted an appropriate security clearance by the sub-Contractor's national authorities, which is still in effect, prior to being given access to such classified information.

#### **4. ACCEPTANCE**

- a. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract.
- b. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or otherwise stated in the Contract. It is the action by which JFTC acknowledges that the Contractor has fully demonstrated that the deliveries are complete and operational. The formal acceptance will take place when the following requirements have been met:
  - Availability at final destination of all deliverables.
  - Successful completion of acceptance testing.
  - Verification of the inventory.
  - Satisfactory completion of all training or other services, if any, required by that date.
  - Agreement between the Contracting Officer and the Contractor on a discrepancy list (if necessary) and corresponding clearance dates.
- c. When discrepancies exist and if these do not prevent satisfactory use or operation of the supplies, the Contracting Officer may declare the acceptance provisional. In this case he will withhold from payment an amount commensurate with the importance of the discrepancies but in any case not less than ten (10) percent of the total contract value and this until all discrepancies have been cleared; at that time the acceptance becomes final.

#### **5. SERVICE AND PARTS AVAILABILITY**

Unless as specified otherwise in the Technical Specifications, the Contractor and his sub-Contractors will maintain and furnish a source of an adequate supply of services, components, spare parts and sub-assemblies to properly maintain the supplies for a period of minimum five (5) years from Contract Effective Date.

#### **6. PREFERRED CUSTOMER**

- a. The Contractor warrants that the prices set forth in this Contract are as favourable as those extended to any Government, Agency, Company, Organization or individual purchasing like quantities covered by the Contract under similar conditions. In the event that prior to complete delivery under this Contract the Contractor offers any of such items in substantially similar quantities to any customer at prices lower than those set forth herein, the Contractor shall so notify JFTC and the prices of such items shall be correspondingly reduced by a supplement to this Contract.
- b. Prices in this sense means "Base Price" prior to applying any bonuses.

## **7. NOTICE OF SHIPMENT**

- a. At the time of delivery of any supplies to a carrier for transportation, the Contractor shall give notice of shipment to the Contracting Officer and to such other persons or installations as are designated by the Contracting Officer. If such instructions have not been received by the Contractor at least one working day prior to such delivery to a carrier, the Contractor shall request instructions from the Contracting Officer concerning notice of shipment to be given.
- b. The following information shall be included in such notification:
  - (1) Contract number
  - (2) Shipping address
  - (3) From: (Name and complete address of consignor)  
To: (Name and complete address of consignee)
  - (4) Listing of supplies by Contract Items(s)
  - (5) Number of and marking on packages(s)
  - (6) Weight and dimensions of packages(s)
  - (7) Name and address of Carrier, mode and date of shipment with waybill number
  - (8) Customs documents required by the Contractor (if applicable)

## **8. SECURITY**

- a. The Contractor shall comply with all security requirements prescribed by JFTC and the National Security Authority or designated security agency of each NATO country in which the Contract is performed.
- b. The Contractor shall be responsible for the safeguarding of NATO classified information, material and equipment entrusted to him or generated by him in connection with the performance of the Contract.
- c. Any known or suspected breaches of security or other matters of security significance is a violation of the professional confidentiality between the parties, and may constitute a criminal offence under Polish law. Violations are to be reported immediately to the other party by the party, who becomes aware of the violation, and to the appropriate authorities in order to institute investigations.
- d. If security violations occur, the party being exposed to the violation is entitled to immediately declare the Contract void, and to claim penalties and compensation as set out in Para 19 below.

## **9. INSPECTION**

- a. Unless otherwise specifically provided for in the specifications, all equipment, materials and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade of their respective kinds for the purposes intended. All workmanship shall be first class.

- b. All supplies (which terms throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by JFTC, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.
- c. In case any supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this Contract, JFTC shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction or to accept them against reduction in price which is equitable under the circumstances.
- d. If any inspection or test is made by JFTC on the premises of the Contractor or sub-Contractor, the Contractor without additional charge shall provide all reasonable facilities and assistance to COTR in the performance of their duties. If JFTC inspection or test is made at a point other than the premises of the Contractor or a sub-Contractor, it shall be at the expense of JFTC except as otherwise provided in this Contract. In case of rejection JFTC shall not be liable for any reduction in value of samples used in connection with such inspection or test. JFTC reserves the right to charge to the Contractor any additional cost of JFTC inspection and test when supplies are not ready at the time of such inspection, when test is requested by the Contractor or when re-inspection or retest is necessitated by prior rejection. Failure to inspect supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on JFTC therefore.
- e. The inspection and test by JFTC of any supplies does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements which may be discovered prior to acceptance.

## **10. OWNERSHIP**

Unless specified elsewhere in this Contract, title to supplies furnished under this Contract shall pass to JFTC upon acceptance, regardless of when or where JFTC takes physical possession.

## **11. WARRANTY AND GUARANTEE**

- a. The Contractor is liable vis a vis JFTC for any and all faults or defects depreciating value or affecting the usability of the delivered product and depreciating or compromising the standards as defined in the Contract, or by Polish Law.
- b. The Contractor is obliged to, during a warranty period of 12 (twelve) months from the date of delivery and acceptance, to remove or repair physical defects in the product, no matter if the defect or fault occurs after the date of delivery and acceptance, provided that the condition, which causes the defect or fault, existed on the day of delivery and acceptance – but was not discovered and recorded in the protocol.
  - (1) The warranty applies to all faults or defects as described in this paragraph, and reported by JFTC in accordance as stated below, before the expiry of the warranty period.

- (2) In case the Contractor is unable to remove or repair faults or defects occurring within the warranty period, JFTC is entitled to:
  - reduce the payment corresponding to the loss of functionality and technical value, provided that the fault or defect is only partly and does not affect the general usability of the product;
  - if the fault or defect affects the general usability of the product, set aside and declare the Contract void and subject to compensation, or request another company to do the remaining and necessary works at Contractor's expense.
- (3) JFTC is obliged to notify the Contractor in writing, of any fault or defect no later than 7 (seven) days after JFTC has identified or discovered the fault or defect.
- (4) The parties will jointly inspect the fault or defect, and their findings and conclusions are to be jointly recorded. The obligation to call for joint inspection rest with JFTC. JFTC will in writing give the Contractor 7 (seven) days prior notice of the time and place for a joint inspection, along with an outline of the fault(s) or defect(s), the impact on the usability of the product, and a deadline for repairing the fault or defect.
- (5) Repairing of the defect should be reported in a protocol.
- (6) The Contractor issues a guarantee on the product for a period of 24 months, from the date of delivery and acceptance, certifying that the product fulfils the agreed standards. Under the guarantee the Contractor is obliged to repair or put into working order any fault or defect at Contractor's own expense, no matter when JFTC – within the period of the guarantee - notifies Contractor of the fault or defect. All repair work will be granted the same guarantee of 24 months, from the date of delivery and acceptance of the repair work.
- (7) Any supplies or parts thereof furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as supplies initially delivered. Corrected parts will be warranted for a period of 12 months starting at the time the part is received back at the user's location.
- (8) In case of a provisional acceptance the warranty period starts at the date of provisional acceptance and ends twelve (12) months after the date of provisional acceptance.
- (9) Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this Contract.
- (10) The word "supplies" as used herein includes related services.
- (11) The rights and remedies of JFTC provided in this clause are in addition to and do not limit any rights afforded to JFTC by any other clause of the Contract.

## **12. INVOICES**

- a. The Contractor shall submit an original invoice and three (3) copies (or electronic invoice, if authorized) to the address designated in the Contract to received invoices. All invoices shall be submitted no later than 30 days upon completion of work or services performed. Standard Payment Terms are NET 30 days.
- b. An invoice must include:

- (1) Name and address of the Contractor;
  - (2) Invoice date;
  - (3) Purchase Order number and Purchase Order or Contract line item number;
  - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
  - (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on a bill of lading;
  - (6) Terms of any prompt payment discount offered;
  - (7) Name and address of official to whom payment is to be sent;
  - (8) Name, title, and phone number of person to be notified in event of defective invoice.
- c. All invoices shall be certified by the signature of a duly authorized company representative.
- d. Invoices provided by Contractors registered in Poland must specify all applicable taxes and duties.
- e. Invoices for Contractor Travel shall include:
- (1) Contractor name;
  - (2) Date of Travel;
  - (3) Number of days;
  - (4) Destinations.
- f. All invoices shall be submitted to:
- Joint Force Training Centre  
BUDFIN  
ul. Szubinska 2  
85-915 Bydgoszcz  
POLAND
- g. Electronic Fund Transfer is the prescribed method of payment for JFTC. Contractors are requested to submit copies of banking information (Supplier Registration Form) available at [www.jftc.nato.int](http://www.jftc.nato.int). Such information shall be submitted to JFTC 14 days prior to any contract award.

### 13. PAYMENT

Payment shall be made for items accepted by JFTC that have been delivered to the delivery destinations set forth in this Contract. Payments under this Contract may be made by JFTC by electronic funds transfer payments. In the event the Contractor, during the performance of this Contract, elects to designate a different financial institution for receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information must be obtained by JFTC

thirty (30) days prior to the date such change is to become effective. The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and Purchase Order number. Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due. Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by JFTC, whichever is later. For the purpose of computing the discount earned, payment shall be considered to have been made on the specified payment date when an electronic funds transfer payment is made.

#### **14. TAXES**

The Contract shall exclude all taxes and customs charges. Prices quoted by the Contractors registered in Poland shall include all taxes and will be subject of the reimbursement by Polish authorities.

#### **15. EXCUSABLE DELAYS**

The Contractor shall be liable for default unless non-performance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as acts of JFTC in its sovereign or contractual capacity, fires, force majeure (i.e. floods, epidemics, quarantine restrictions, strikes, unusually severe weather), and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

#### **16. INDEMNITY**

The Contractor shall indemnify and hold JFTC, its officers, employees and agents harmless from any and all claims, liabilities, damages and losses, including such claims arising from:

- a. any personal injury of damage of any property arising out of or in any way connected with any act or omission by the Contractor in the provision of services under this Contract, unless it is caused by negligence on the part of JFTC and/or JFTC's employees;
- b. any claim by any third party that the work or materials provided hereunder infringes a right or a claim including copyright, patent, trade secret or other intellectual property and contractual right of such third party.

#### **17. DISPUTES**

Except as otherwise provided, during the period of performance, any dispute between the parties arising out of the performance of this Contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to

writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of JFTC shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to JFTC a written appeal, which will be decided by JFTC Head of Budget and Finance Branch. In connection with any appeal of JFTC decision under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. A decision shall be rendered within thirty (30) days of receipt of appeal. JFTC Head of Budget and Finance Branch decision is final. Any further appeals may be received by the court of the JFTC domicile venue.

## **18. TERMINATION FOR CONVENIENCE**

JFTC reserves the right to terminate this Contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and sub-contractors to cease work. Subject to the terms of this Contract, the Contractor shall be paid a percentage of the Contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of JFTC using its standard record keeping system have resulted from the termination. In the event of the failure of the Contractor and the Contracting Officer to agree as provided in paragraph 19 d. upon the whole amount to be paid to Contractor by reason of the termination of work pursuant to this clause, the Contracting Officer shall pay to the Contractor the amounts determined by the Contracting Officer. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give JFTC any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

## **19. TERMINATION FOR DEFAULT**

- a. JFTC may, subject to the provisions of paragraph c. below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
  - (1) If the Contractor fails to make delivery of the supplies or to perform the Services within the time specified herein or any extension thereof; or
  - (2) If the Contractor fails to perform any of the other provisions of this Contract, or does not make adequate progress such that failure endangers performance of this Contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
- b. In the event JFTC terminates this Contract in whole or in part as provided in paragraph a, of this clause, JFTC may procure supplies or services similar to those so terminated and the Contractor shall be liable to JFTC for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.



- c. Except with respect to defaults of sub-Contractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a sub-Contractor, and if such default arises out of causes beyond the control of both the Contractor and sub-Contractor, without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the sub-Contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- d. If this Contract is partly terminated as provided in paragraph a. of this clause, JFTC, in addition to any other rights provided in the clause, may require the Contractor to transfer the ownership and deliver to JFTC in the manner and to the extent directed by the Contracting Officer:
- (1) Any completed supplies; and
  - (2) Such partially completed supplies and materials, parts, tools, die, jigs, fixtures, plans, drawings, information and contract rights (hereinafter called "Manufacturing materials") as the Contractor has specifically produced or Specifically acquired for the performance of such part of this Contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in the possession of the Contractor in which JFTC has an interest. Payment for completed supplies delivered to and accepted by JFTC shall be at the contract price. Payment for manufacturing materials delivered to and accepted by JFTC and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and the Contracting Officer; failure to agree such amount shall be a dispute concerning a question of fact within the meaning of the clause of this Contract entitled "Dispute". JFTC may withhold in accordance with Polish Civil law from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Officer determines to be necessary to protect JFTC against loss.
- e. If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the Contract contains a clause providing for termination for convenience of JFTC, be the same as if the notice of termination had been issued pursuant to such clause. If, after such notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this Contract does not contain a clause providing for termination for convenience of JFTC the Contract shall be equitably adjusted to compensate for such termination and the Contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract entitled "Disputes",



- f. Both parties are under duty of good faith. The Contract includes not only the specific terms, but also law and customary practice applicable in the place where the Contract is to be carried out and to the Type of Trade to which the Contract relates.

## **20. LIMITATION OF LIABILITY**

Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to JFTC for consequential damages resulting from any defects or deficiencies in accepted items.

## **21. EXPORT CONTROL**

The Contractor warrants that, if applicable all necessary permits related to export control or other associated arrangements shall be valid prior to contract award. Should the Contractor require export pre-approval JFTC legal staff will be provided a preview of said companies request PRIOR to the companies submission to a Government entity. Upon validation of request by JFTC Legal staff, subject agreement or request may be submitted to appropriate authority.

## **22. RISK OF LOSS**

Unless the Contract specifically provides otherwise, risk of loss or damage to the supplies provided under this Contract shall remain with the Contractor until, and shall pass to JFTC upon:

- a. Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- b. Delivery of the supplies to JFTC at the destination specified in the Contract, if transportation is f.o.b. destination.

## **23. AUTHORIZATION TO PERFORM**

The Contractor warrants that he and his sub-Contractors have been duly authorized to operate and do business in the country or countries in which this Contract is to be performed; that he and his sub-Contractors have obtained all necessary licenses and permits required in connection with the Contract; that he and the sub-Contractors will fully comply with all the laws, decrees, labour standards and regulations of such country or countries during the performance of this Contract; and that no claim for additional moneys with respect to any authorizations to perform will be made upon JFTC.

## **24. PERFORMANCE**

Candidates/Contractors who accept JFTC issued contracts, shall, at a minimum, serve in a designated capacity for no less than 180 calendar days from commencement of Contract period of performance. Contracts with performance periods having less than 180 days in totality shall require Contractors to serve a minimum of 50% of estimated performance period. Should a Candidate vacate the Contract in less time than described, JFTC reserves the right to cancel the Contract in whole or part. Replacement candidates, if acceptable to JFTC, shall be reviewed by JFTC for compliance, and/or technical acceptance per the original Statement of Work and final acceptance by the

Contracting Officer.

**25. TRAVEL – NOT APPLICABLE**

- a. Travel by Contractors in support of the JFTC mission will only be performed when a member of the approved International JFTC Peacetime Establishment is unable to perform the mission.
- b. Since travel may be required during the period of performance, it will be up to the COTR to identify requirements, as well as to obtain NATO authorized travel orders for Contractor's personnel in accordance with the ACT Financial Manual, Section 24 and JFTC Directive "Travel on International Duty", including to obtain advance approval from the Contracting Officer on travel and per diem costs.
- c. Once Contractor travel has been established under a Contract and the Contractor is tasked to travel, the JFTC Contractor Travel Request form must be filled out and approved prior to any travel being conducted.
- d. The JFTC Travel Office will set the Transport Ceiling Cost and at that time the Contractor may elect to book their transportation with the JFTC Travel Office.
- e. Transport tickets purchased through the JFTC Travel Office will be paid by JFTC, and the applicable travel line of the Contract will be charged. These costs will not be invoiced by, or paid to, the Contractor company. When transport tickets are purchased through another source only the ceiling cost allocated by the JFTC Travel Office will be reimbursed to the Contractor company.
- f. Expenses for travel and per diem will be in addition to the firm-fixed-price hourly rates for contracted services presented herein. The Contractor will be reimbursed for travel expenses based on the NATO Group III daily subsistence allowance for meals, lodging, incidental expenses and any applicable overhead and/or fees in connection with the travel. When air or train transportation is utilized as the primary mode, the ceiling price will be based on the lowest economy class non-refundable whenever such fare is available to meet the requirement. JFTC is not responsible for any costs associated with e.g. initial travel to take up duties, travels for leave or holidays, and final travel from the normal duty station to home country.
- g. Within the scope of this Contract, Contractor Personnel are not required to travel outside the NATO/PfP Area. Should travel to Areas of Operation/s (AO) be required in order to comply with the tasks stated in this Contract, a separate annex will be concluded between the Parties. If the parties fail to reach an agreement and conclude an annex within 3 weeks from a date announced by JFTC, JFTC holds the right to terminate the entire Contract.
- h. The SUPPLIER should submit an invoice for travel within ten (10) working days after completion of the travel. Such invoice must contain copies of all relevant back-up documentation in addition to JFTC signed approval of the travel.
- i. Expenses claimed more than three (3) months subsequent to the completion of the travel will not be compensated.

- j. Upon termination or expiry of this Contract the deadline for submitting travel expense claims is one (1) month from the date of Contract termination or expiry.

## **26. CONTRACTOR NOTICE REGARDING DELAY**

In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract delivery schedule or date, he shall immediately notify the Contracting Officer in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by JFTC of any delivery schedule or date, or of any rights or remedies provided by law or under this Contract.

## **27. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT**

- a. The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Contract of which the Contractor has knowledge.
- b. In the event of any claim or suit against JFTC on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to JFTC, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of JFTC except where the Contractor has agreed to indemnify JFTC.
- c. This clause shall be included in all sub-contracts.

## **28. HEALTH, SAFETY AND ACCIDENT PREVENTION**

If the Contracting Officer notifies the Contractor in writing of any non-compliance in the performance of this Contract, with safety and health rules and requirements prescribed on the date of this Contract by applicable national or local regulations, and the Contractor fails to take immediate corrective action, the Contracting Officer may order the Contractor to stop all or part of the work until satisfactory corrective action has been taken. Such an order to stop work shall not entitle the Contractor to an adjustment of his contract price or other reimbursement for resulting increased costs, or to an adjustment of the delivery or performance schedule.

## **29. INSURANCE**

The Contractor is responsible for holding any required insurances at own cost, covering the Contractor as well as the Contractor Personnel, as appropriate. In addition, the Contractor is responsible for any other types of insurances including travel insurance for travels required by JFTC. However, reimbursement for travel insurance cost for travels in high risk areas will be subject to case-by-case evaluation. NATO/PfP countries are generally not considered high-risk areas.

### **30. PATENT INDEMNITY**

The Contractor shall indemnify JFTC and its officers, agents and employees against liability, including costs, for infringement of any letters patent (except letters patent issued upon an application which is now or may hereafter be kept secret or otherwise withheld from issue by order of the government which issued the letters patent) arising out of the manufacture or delivery of supplies under this Contract, or out of the use or disposal by or for the account of JFTC of such supplies. The foregoing indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by JFTC of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof; and further, such indemnity shall not apply to:

- a. An infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used or directing a manner of performance of the Contract not normally used by the Contractor;
- b. An infringement resulting from an addition to, or change in, such supplies or components furnished which addition or change was made subsequent to delivery or performance by the Contractor; or
- c. A claimed infringement which is settled without the consent of the Contractor, unless required by a court of competent jurisdiction.

### **31. INTELLECTUAL PROPERTY**

The Contractor's support to JFTC is principally in the form of provision of services. Materials developed by the Contractor as part of this Contract to JFTC shall however become the intellectual property of JFTC without prejudice to the residual rights of the Contractor to use the same or similar materials on future occasions in connection with work carried out for JFTC.

### **32. RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE**

- a. JFTC shall have unlimited rights in:
  - (1) All technical data and computer software, to include source code, resulting from performance of experimental, developmental, integration, testing, or research work which was specified as an element of performance in this Contract.
  - (2) Plans, drawings, manuals or instructional materials prepared or required to be delivered under this Contract for implementation management, installation, operation, maintenance and training purposes.
- b. Technical data and software delivered under this Contract shall be marked with the number of this Contract, name of the Contractor and the rights transferred to JFTC.

### **33. PUBLICITY AND PUBLIC RELATIONS**

The Contractor and/or the Contractor Personnel shall not make any press release or refer to this Contract in promotion materials, including but not limited to photographs and films or public statements concerning this Contract, without the prior written approval of JFTC.

### **34. CODE OF CONDUCT**

The Contractor recognizes and agrees that he/she shall conduct him-/ herself in a manner suitable for the purpose of this Contract and in accordance with Allied Command Transformation (ACT) Standard of Personnel Conduct and JFTC internal regulations.

### **35. SOFTWARE RELEASES AND UPDATES**

- a. All software implemented on or delivered with the supplies shall be at the start of acceptance, the most recent versions or releases as available.
- b. The Contractor shall for a duration of minimum five (5) years after acceptance, and upon their availability, offer to JFTC all software changes, fixes and new releases. These shall be offered at no cost when they are offered free of charge on the commercial market.

### **36. OTHER PROVISIONS**

- a. The Contractor and the Contractor Personnel are eligible for limited tax and duty exemptions referred to in the SA, Article 14 (import and re-export of personal effects and furniture, excluding private vehicles).
- b. The Contractor and the Contractor Personnel (non-Polish), are not authorized to engage in any other employment in Poland.
- c. Passports, Visas and Customs:
  - (1) The Contractor is responsible for:
    - obtaining all passports, visas, and other documents necessary for Contractor Personnel to enter, exit and work in Poland and to conduct agreed duty travels to other NATO countries and to PFP countries, and
    - the customs, immigration, or similar liabilities of its Contractor Personnel, insofar as this is not provided under status agreements between the Host Country and JFTC.
  - (2) Contractor Personnel are responsible for arranging for their passports and relevant visas and for having them in their immediate possession when travelling to and from the AO.
  - (3) Contractor Personnel (non-Polish) are not required to obtain a work permit to perform the works agreed under this Contract, i.a.w. the SA, Art. 14.4.b.

- d. The Contractor Personnel are responsible for finding suitable accommodation and comply with Host Country requirements for personal registration, vehicle registration etc. Host Nation Support Unit In-processing Office may provide assistance in this regard, but cannot be held liable or accountable in any manner for the assistance so provided.
- e. Medical
  - (1) The Contractor is responsible for providing adequate medical insurance to meet the requirements in Host Country legislation and need of the Contractor Personnel while performing at the normal duty station as well as on travels. JFTC will at no point be held responsible for any costs associated with medical or dental assistance provided to or requested by the Contractor Personnel.
  - (2) Contractor Personnel will be admitted, at no charge, to consult JFTC Medical Advisor on the same terms as JFTC Staff, in case of emergencies or need for basic medical assistance.
- f. Driver's License and Vehicle Operation
  - (1) A driver's license held by Contractor Personnel is accepted by Poland as valid i.a.w. the SA, Art. 14.4.d.
  - (2) Contractor Personnel are generally not permitted to operate JFTC official vehicles.
- g. If approved under the authority of the Commander or by an authority so responsible, the Contractor Personnel shall have access to morale, welfare, and recreation services commensurate with those provided to other Contractor Personnel.
- h. The JFTC will issue a letter explaining their function and position at JFTC to be used as a proof for their performance of work for NATO and solicitation for recognition under the SA.

### **37. INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT**

In the event of inconsistency between any terms of this Contract and any translation thereof into another language, the English language meaning shall control.

### **38. ENFORCEMENT**

Failure by either party to enforce any provision of this Contract will not be deemed a waiver of future enforcement of that or any other provision. The invalidity or unenforceability of any provision of this Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects if such invalid or unenforceable provisions were omitted.

### **39. ORDER OF PRECEDENCE**

Any inconsistencies in the solicitation or Contract shall be resolved by giving precedence in the following order: (1) Special Terms and Conditions; (2) General Terms

and Conditions and Purchase Order terms; (3) solicitation provisions if this is a solicitation; (4) the specification/statement of work; (5) other JFTC documents, exhibits and attachments; (6) addenda to this solicitation or Contract, including any license agreements for computer software, or other contract agreements.

**40. ENTIRE AGREEMENT**

This Contract sets for the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements or representations, oral or written, regarding such subject matter. JFTC shall not be bound by, and specifically objects to any term, condition, or other provision inconsistent with or in addition to any provision of this Contract that is submitted by the Contractor in any correspondence or any document unless JFTC specifically agrees to such provision in a written instrument signed by an authorized representative of JFTC.



## **PART III – TECHNICAL INFORMATION**

### **Statement of Work**

#### **for Scenario Production for Steadfast Pinnacle/Pyramid 2020 Exercise**

#### **1. INTRODUCTION**

- 1.1. The Joint Force Training Centre (JFTC), located in Bydgoszcz, Poland, conducts pre-deployment training activities, and routine NATO Command Structure (NCS) / NATO Response Force (NRF) / NATO Force Structure (NFS) training for operational elements from the individual level to formed headquarters.
- 1.2. Exercises Steadfast Pyramid and Pinnacle 2020 (STPYPI20) are designed to further develop the abilities of senior officers, who have been selected to assume command or staff appointments within NATO Command Structure (NCS) and the NATO Force Structure (NFS), to lead the planning and conduct of operations. Both exercises are based on a challenging complex operational scenario and are designed to promote flexibility of thought and action within the framework of MC 0133/4 the NATO Crisis Response System (NCRS), the NATO Operations Planning Process (OPP), and the Comprehensive Operations Planning Directive (COPD). Both exercises constitute a scenario driven study seminar conducted within the context of a NATO Crisis Response Operation and/or Collective Defence situation.
- 1.3. JFTC is seeking to fulfill its requirement for Exercise Scenario Production including Development, Sustainment, and Execution through Scenario Deliverable Support Contract (CDSC). The contractor will be required to support JFTC's goal of producing and sustaining exercise scenarios to support NATO training and exercises. In addition to the above the Contractor's personnel will participate in the planning and execution of exercises and be able to create, refine, update, or alter scenario products through a collaborative process in response to direction and guidance and/or feed-back as appropriate.

#### **2. TYPE OF CONTRACT AND PERIOD OF PERFORMANCE**

- 2.1. Type of Contract. This is a Firm Fixed Price Deliverables Contract in accordance with the General Terms and Conditions; all employer responsibilities for the Provider Personnel performing under this Contract shall lie with the Provider.
- 2.2. Period of Performance.  
The contract period of performance is scheduled between 17 February and 18 September 2020.

#### **3. TASKING AND DELIVERABLES**

Major task in relation to the exercise scenario documentation and other related products will be focused on the modification/adaptation of existing products delivered by JWC for exercise TRJU19-1 and 19-2 (Operational Level) to meet LOLE20 (Tactical Level) requirements. The following products covering several conflict parties, in a variety of settings and scenarios, are



the required Deliverables for each function as described in the Bi-SC Directive 75-3 Collective Training and Exercise Directive (CT&ED), and organized in the following Work Packages:

<b>Task Number</b>	<b>Work Milestones</b>	<b>Projected Timeline*</b>
3.1.	Work Package 1	17 Feb – 06 Mar 2020**
3.2.	Work Package 2	27 Apr – 08 May 2020**
3.3.	Work Package 3	18 May – 29 May 2020**
3.4.	Work Package 4	15 - 26 Jun 2020**
3.5.	Work Package 5***	02 – 18 Sep 2020

\* *Projected Timeline can be a subject for minor changes*

\*\* *Weekend and holidays not included*

\*\*\* *Exercise execution in Riga (Latvia).*

3.1. Work Package 1: Deliver Scenario Background that includes:

- Crisis in the Baltic Sea Region
- IOs/NGOs Related documents
- Threat Assessment, Analysis of Red Forces Capabilities
- Memorandums of Understanding
- Defence Plans
- Current Situation Update(s)
- NAC Decision Sheet(s)
- MC Requests
- SACEUR Warning Order(s)
- SACEUR SSA
- Military Response Options
- NID
- SPD
- NED

3.2. Work Package 2: Contribute to JOPG Products:

- SAB
- MAB
- COA
- CPOE

3.3. Work Package 3: Contribute to the Supporting Products/events:

- Guide(s)
- Facilitators Training

3.4. Work Package 4 – Revise and Deliver Work Packages 1-3

3.5. Work Package 5 – Participate in Exercise Execution

List of the documentation and products to be developed for exercise can be a subject of changes to respond to the exercise aim and objectives

#### 4. TASKS, CONTRACTOR RESOURCE REQUIREMENTS AND QUALIFICATIONS ESSENTIAL FOR PRODUCING DELIVERABLES

- 4.1. The Contractor Resource Category must perform the following **tasks** for each role:
- Develop and sustain material and information in existing scenarios.
  - Build and contribute to the scenario exercise databases.
  - Participate as a member of Exercise Control during exercise execution.
  - Assist in the development of operational themes to be exercised by NATO headquarters.
  - Participate in appropriate exercise planning meetings and scenario working groups.
  - Be able to travel as necessary in support of exercise activities.
  - Collaborate within Exercise Planning Team, other contracted personnel and military subject matter experts.
  - Contribute to the development of all scenario related products in their respective domain.
  - Perform any other duty as directed by the Division, Branch, Section Chief or Scenario Lead that contributes to the mission accomplishment of the Joint Force Training Centre.
- 4.2. The following qualifications are required for each Resource Category Role:
- Ability to compose, edit, contribute to, and comprehend collaborative texts in advanced English language reflecting the terminology and usage of subject matter expertise.
  - Ability to work as a part of a multi-national civilian and military team.
  - Standard Automated Data Processing and Communication and Information Systems (CIS) Knowledge:
    - Word Processing: Advanced knowledge
    - Spreadsheet: Working Knowledge
    - Graphic Presentation: Working Knowledge
  - Native English language speaker or individual presenting very good command of spoken and written English, with a proven ability to communicate effectively orally and in writing at the level of (SLP) NATO STANAG 6001 - 3333 (Listening, Speaking, Reading and Writing). To meet this requirement the Contractor must provide one of the following pertaining to the Supplier's personnel:
    - NATO STANAG 6001 – 3333 certificate,
    - Common European Framework (CEF) B2+ Vantage+ certificate,
    - Council of Europe (COE) B2 Vantage certificate,
    - Association of Langue Testers in Europe (ALTE) level 3 Independent User certificate,
    - Cambridge ESOL – FCE certificate,
    - International English Language Testing System (IELTS) - level 5 certificate.In lieu of the certificates it will be at the discretion of the JFTC contract award authorities, to consider equivalent English proficiency the following:
    - Evidence having an English-speaking background\*, or
    - Evidence of being employed for at least 24 months within last 3 years in a position that's required the Key Personnel to carry its duties in English language as primary. To document fulfilment of this requirement a written

reference on company letterhead from the employer providing their contact details and details of employment with them is mandatory, or

- Evidence of provision of the services under the contract (as the prime contractor or sub-contractor) for at least 24 months within last 3 years with tasks required the Key Personnel to carry its duties in English language as primary. To document fulfilment of this requirement a written reference on company letterhead providing their contact details and details of service provided to them is mandatory.
- \* The JFTC will consider the Key Personnel to have an *English-speaking background* if it can be proved that the Key Personnel:
  - completed primary and at least three years' secondary schooling provided in English as primary language, or
  - completed at least five years' secondary schooling at schools provided in English as primary language, or completed at least minimum three year's university or post-graduate studies provided in English as primary language.

See paragraphs 4.3. through 4.6 for additional qualifications and tasks required for each Resource Category's Role.

#### 4.3. RESOURCE CATEGORY SCENARIO DEVELOPMENT – FRIENDLY

At least 1 (one) person dedicated to producing all relevant friendly military joint and intelligence specific materials or scenario production.

4.3.1. Estimated work units required – up to 61. The actual number of work units required will depend on evolving requirements. Expected participation in the development of Work Packages: WP1 – 15 days, WP2 – 9 days, WP3 – 10 days, WP4 – 10 days, WP5 – 17 days.

##### 4.3.2. Tasks:

- Modify existing and if required design and produce scenario materials to provide conditions required to support the achievement of exercise aims and objectives.
- Modify existing and if required design and produce all scenario material and information with a particular focus on the friendly forces (strategic, operational and tactical level) in a complex Collective Defence or NCRO environment including numerous stakeholders in a wide range of relationships to NATO.
- Modify existing and if required design and produce friendly forces (Land, Air, Navy, SOF) structures and doctrine for state and non-state conflict parties covering generic, fictitious, and semi-fictitious entities while applying contemporary operational art.
- Support OPFOR and conflict party planning teams.
- Create indigenous joint headquarters with a wide range of capabilities within the scenario to facilitate NATO Security Force Assistance missions.
- Contribute to the creation TBM threat (static and dynamic) based on a wide range of missile systems.
- Support other scenario developers in his/her area of responsibility.

##### 4.3.3. Qualifications:

The incumbent must have the following qualifications:

- Joint Command HQ level experience (J2, J3 or J5)
- NATO or National Joint Staff qualification
- Experience in organizing military structures on the Joint level
- Comprehension of doctrine development
- Comprehension of joint operational planning and the operational art
- Comprehension of the production and dissemination of intelligence products and Knowledge Development procedures
- Comprehension of the principles of Security Force Assistance
- Familiarity with use of NATO doctrine, policy, processes, arrangements and procedures
- Comprehension of the use of NATO C2 information tools
- Working knowledge and experience working with NATO Functional Services
- Ability to apply NATO COPD
- Recent (last 3 years) operational planning experience (exercise included)
- Recent (last 3 years) exercise planning and execution experience as a scenario developer Friendly

#### 4.4. RESOURCE CATEGORY SCENARIO DEVELOPMENT – THREAT/SITFOR

At least one (1) person dedicated to producing all relevant materials for scenario production.

4.4.1. Estimated work units required – up to 61. The actual number of work units required will depend on evolving requirements. Expected participation in the development of Work Packages: WP1 – 15 days, WP2 – 9 days, WP3 – 10 days, WP4 – 10 days, WP5 – 17 days.

##### 4.4.2. Tasks:

- Modify existing and if required design and produce scenario materials to provide conditions required to support the achievement of exercise aims and objectives.
- Modify existing and if required design and produce all scenario material and information with a particular focus on the OPFOR/SITFOR forces (strategic, operational and tactical level) in a complex Collective Defence or NCRO environment including numerous stakeholders in a wide range of relationships to NATO.
- Modify existing and if required design and produce OPFOR/SITFOR forces structures and doctrine for state and non-state conflict parties covering generic, fictitious, and semi-fictitious entities while applying contemporary operational art.
- Support FRIENDLY and conflict party planning teams.
- Modify existing and if required create indigenous OPFOR/SITFOR joint headquarters with a wide range of capabilities within the scenario to facilitate NATO Security Force Assistance missions.
- Modify existing and if required Design and produce OPFOR/SITFOR forces air / counter-air forces and TBM structures and doctrine for state and non-state conflict parties and support FRIENDLY team, covering generic, fictitious, and semi-fictitious entities while applying contemporary operational art.
- Modify existing and if required develop integrated OPFOR/SITFOR air defence and support FRIENDLY team in this area.

- Modify existing and if required create TBM threat (static and dynamic) based on a wide range of missile systems.
- Modify existing and if required design and produce OPFOR/SITFOR maritime forces structures and doctrine for state and non-state conflict parties and support FRIENDLY team, covering generic, fictitious, and semi-fictitious entities while applying contemporary operational art.
- Support other scenario developers in his/her area of responsibility.

4.4.3. Qualifications:

The incumbent must have the following qualifications:

- Joint Command HQ level experience (J2, J3 or J5)
- NATO or National Joint Staff qualification
- Experience in organizing military structures on the Joint level
- Comprehension of doctrine development
- Comprehension of joint operational planning and the operational art
- Comprehension of the production and dissemination of intelligence products and Knowledge Development procedures
- Comprehension of the principles of Security Force Assistance
- Familiarity with use of OPFOR/SITFOR and NATO doctrine, policy, processes, arrangements and procedures
- Comprehension of the use of NATO C2 information tools
- Working knowledge and experience working with NATO Functional Services
- Ability to apply NATO COPD
- Recent (last 3 years) operational planning experience (exercise included)
- Recent (last 3 years) exercise planning and execution experience as a scenario developer OPFOR/SITFOR

4.5. **RESOURCE CATEGORY SCENARIO DEVELOPMENT – STRATEGIC**

At least one (1) person dedicated to producing all relevant targeting materials for scenario use.

4.5.1. Estimated work units required – up to 61. The actual number of work units required will depend on evolving requirements. Expected participation in the development of Work Packages: WP1 – 15 days, WP2 – 9 days, WP3 – 10 days, WP4 – 10 days, WP5 – 17 days

4.5.2. Tasks:

- Modify existing and if required design of all material and information in the production of new settings and scenarios with emphasis on political/strategic documentation (NATO nations, NAC, SHAPE / JTF HQ level).
- Modify existing and if required produce scenario material to provide conditions to support the achievement of high level exercise aims and objectives.
- Modify existing and if required design geopolitical systems in a global environment covering NATO Article V and Non-Article V Crisis Response Operations.
- Modify existing and if required design historical, cultural, and humanitarian events within the geopolitical framework to develop crisis situations.

- Modify existing and if required design diverse political systems including constitutional and legal frameworks, and national security strategies.
- Modify existing and if required design formal and informal political and legal processes in diverse political systems.
- Modify existing and if required design interactions of formal and informal political bodies in national, regional, and global environments.
- Modify existing and if required produce POLSTRAT documentation from actual and fictitious political organizations (e.g. UN, NATO, EU, OSCE, etc.).
- Modify existing and if required design overall military strategic situations at the NATO HQ and SHAPE level to include state and non-state conflict parties.
- Modify existing and if required produce MILSTRAT documentation (e.g. NID, SPD) and replicate collaborative planning with operational and tactical level training audiences.
- Contribute to the design of conflict parties and OPFOR structure and doctrine on the MILSTRAT level.
- Apply contemporary operational art to the MILSTRAT planning processes of conflict parties and OPFOR.
- Support other scenario developers in his/her area of responsibility.

#### 4.5.3. Qualifications

The incumbent must have the following qualifications:

- NATO Strategic Command HQ level experience (within J3 or J5)
- Joint Command HQ level experience (within J3 or J5)
- NATO or National Joint Staff qualification (Joint Staff College / War College)
- Ability to apply NATO COPD
- Knowledge of contemporary operational art
- Familiarity with use of NATO doctrine, policy, processes, arrangements and procedures
- Experienced in use of NATO C2 and J3 tools (e.g. TOPFAS)
- Recent (last 3 years) strategic/operational planning experience (exercise included)
- Recent (last 3 years) exercise planning and execution experience as a scenario developer STRATEGIC

#### 4.6. **RESOURCE CATEGORY SCENARIO DEVELOPMENT – IOs/NGOs/POLAD/GENAD**

At least one (1) person dedicated to producing all relevant targeting materials for scenario use.

4.6.1. Estimated work units required – up to 61. The actual number of work units required will depend on evolving requirements. Expected participation in the development of Work Packages: WP1 – 15 days, WP2 – 9 days, WP3 – 10 days, WP4 – 10 days, WP5 – 17 days

#### 4.6.2. Tasks:

- Modify existing and if required design of all material and information in the production of scenario with emphasis on non-military aspects namely International Organisations, Non-Governmental Organisations, GENDER and Political.



- Modify existing and if required produce scenario material to provide conditions to support the achievement of high level exercise aims and objectives.
- Modify existing and if required design geopolitical systems in a global environment covering NATO Article V and Non-Article V Crisis Response Operations.
- Modify existing and if required design historical, cultural, and humanitarian events within the geopolitical framework to develop crisis situations.
- Modify existing and if required design diverse political systems including constitutional and legal frameworks, and national security strategies.
- Modify existing and if required design formal and informal political and legal processes in diverse political systems.
- Modify existing and if required design interactions of formal and informal political bodies in national, regional, and global environments.
- Modify existing and if required produce POLSTRAT documentation from actual and fictitious political organizations (e.g. UN, NATO, EU, OSCE, etc.)
- Portray in exercise play IOs/NGOs representative, JFC GENAD and JFC POLAD as required.
- Provide briefing on the JFC POLAD and GENAD responsibilities.
- Support other scenario developers in his/her area of responsibility.

#### 4.6.3. Qualifications

The incumbent must have the following qualifications:

- Demonstrable knowledge and understanding of current global issues.
- Demonstrable knowledge of NATO and NRF operations.
- Demonstrable recent experience (past three years) as a member of the EXCON organisation as White Cell/Grey Cell of a NATO exercise, participation in NATO exercise on above mentioned positions.
- High level of knowledge and understanding of role and actions of IOs/NGOs in current global political, military and security issues (UN, EU, OSCE, etc.) as well as be able to portray governmental/political aspects and role of JFC POLAD in the international crisis.
- Demonstrable recent experience (past three years) with NATO settings and scenarios.
- Ability to apply NATO COPD
- Recent (last 3 years) strategic/operational planning experience (exercise included)
- Recent (last 3 years) exercise planning and execution experience as a scenario developer IOs/NGOs/Political/Gender aspects

- 4.7. Replacement of the appointed Contractor Resources due to illness or other unforeseen events is acceptable over the life of the resulting contract. In such case the Contractor shall immediately notify the Contracting Officer and shall, subject to the concurrence of the Contracting Officer, promptly replace such Resources with personnel of at least substantially equal ability and qualifications. All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute, and any other information requested by the Contracting Officer to approve or disapprove the proposed

substitution. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the Contractor of his approval or disapproval thereof in writing. If the Contracting Officer determines that suitable and timely replacement of Contractor Resources who have been reassigned, terminated or have otherwise become unavailable for the contract deliverables is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the services ordered, the contract may be terminated by the Contracting Officer for default or for the convenience of the JFTC, as appropriate, or, at the discretion of the Contracting Officer if he finds the Contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the JFTC for any resultant delay, loss, or damage

## **5. PROOF OF PAST PERFORMANCE**

The Contractor is to provide a minimum of **two** (2) past performance citations (for work within the past three years) to show that it has successfully completed work that is similar to the requirements outlined in this SOW. In the event that the Contractor is unable to provide 2 past performance citations, an explanation regarding the reason for not having two citations and two references may be submitted in lieu of the past performance citations. The citations/references shall include the following information at a minimum:

- Summary of work performed similar to or directly relating to this SOW in size scope and value.
- Status of work (i.e., on-going, complete).
- Period of work performance
- Summary of staff used (by number and position)
- Name of a client
- Complete contact information for client
- Permission to contact client for reference

## **6. PLACE OF PERFORMANCE**

The Contractor shall deliver the service at the Joint Force Training Centre located in Bydgoszcz 85-915, ul. Szubinska 2, Poland and Riga, Latvia (WP5 – exercise execution).

## **7. SURGE CAPABILITY**

Surge tasks, by their very nature, will be in response to unforeseen circumstances. The surge capability requirement is included in order for JFTC to have a contract vehicle in place should emerging circumstances require a temporary increase in the service work units or Contractor personnel. The Contractor shall be prepared to have surge capability available on site within 20 working days after request by Contracting Officer.

## **8. CONTRACTOR PERFORMANCE REQUIREMENTS/REPORTING.**

### **8.1. Contractor Performance Coordination**



The Contracting Officer's Technical Representative (COTR) shall be assigned by the Contracting Officer. The COTR shall provide direction, guidance, and support information as needed for all technical and content areas of the SOW. Specifically, the COTR shall:

- On behalf of the Contracting Officer attempt to resolve outstanding disputes, problems, deficiencies, and/or questions on the technical aspects of the SOW.
- Review (and approve) all the Contractor duties for completeness and accuracy.
- Review the Contractor's work at a minimum of monthly, or more often if needed.

The COTR's written approval of work reported and deliverables submitted is mandatory for Contractor invoices to be successfully processed. The COTR shall receive a letter of appointment from the Contracting Officer that describes in detail his roles and responsibilities to which he shall sign formal acceptance. The COTR, while authorized to make direct "without commitment" engagement with the contractor, will not have delegated authority to make any commitments or changes that affect price, quality, quantity, delivery, scope or other terms and conditions of the contract.

## 8.2. Contractor Reporting

The Contractor shall provide to the COTR, within 30 days, the report on the Work Packages completed. The report shall include, but not be limited to, the following information:

- Summary of work for tasking, deliverables and outcomes for the reporting period.
- Current or anticipated problems/deficiencies and recommended solutions.

The COTR may amend the reporting requirements to receive alternate/additional data and information on a more frequent or less frequent basis, and to request other reports that detail designated aspects of the work or methods to remedy problems and deficiencies.

## 9. QUALITY AND ACCURACY OF PRODUCT AND SERVICES

The Contractor is responsible for ensuring the quality and accuracy of its products and services are maintained. The Contractor agrees to:

- 9.1. Incorporate appropriate management practices for quality assurance of all data, documentation and support the JFTC's inspection and acceptance procedures necessary to ensure that data and documentation is prepared and delivered in accordance with the contract.
- 9.2. All deliverable documents, whether draft or final, shall be delivered as an electronic file using an appropriate Microsoft Office suite file format compatible with Office 2010 prior to final submission for JFTC's review, comment and editing.

## **10. FURNISHED PROPERTY, SERVICES AND RESOURCE MATERIALS**

10.1. The Contractor shall:

10.1.1. Provide all personnel, equipment, tools, materials, supervision, and other items and services (except as otherwise specified) necessary to support all work requirements under this Contract.

10.1.2. Ensure that all equipment carried/brought into JFTC premises (i.e. laptops, tablets etc.) is reported to the JFTC. This equipment shall be checked and registered by the JFTC Security Officer prior to its usage.

10.1.3. Be responsible for proper utilization and safeguarding of all JFTC property provided for Contractor use. At the end of the assignment, all JFTC facilities, equipment, and materials shall be secured. Contractor personnel must immediately report damage to JFTC facilities and equipment upon discovery of such damage. Equipment found to be defective must also be reported in a timely manner to allow for repair or replacement. These reports will be submitted to the designated COTR.

10.2. The JFTC will:

10.2.1. Provide all necessary onsite: working space, office supplies, workstations etc., and other materials and logistics required in the performance of services under this SOW.

## **11. SECURITY AND CONFIDENTIALITY REQUIREMENTS**

11.1. Security Requirements. With the reference to the personal security clearances (PSC) and facility security clearance (FSC) the Directive on Classified Project and Industrial Security (AC/35-D/2003-REV5) applies.

11.2. Personal Security Clearance (PSC).

The Contractor shall be responsible for obtaining all needed security clearances for its personnel performing the services under this SOW prior to starting work on this SOW. The Contractor must secure a NATO Secret PSC to work at JFTC. No waiver to this requirement shall be granted. There is no possibility to assign any personnel without having the needed clearance in place. If the Contractor cannot assign personnel with the required security clearance on the start date, the Contractor shall be liable for bid non-compliance or immediate contract termination. The Contractor must provide advance written proof of the ability to assign fully cleared personnel prior to contract award.

11.3. Contractor's Facility Security Clearance (FSC).

The facility of the Contractor/Sub-contractor shall hold a NATO Secret Facility Security Clearance without storage capabilities where required by applicable national regulations. The Bidders may provisionally participate in a bidding process pending final receipt of the national clearances. However, all clearances required to execute the contract should be in-place prior to contract award.

11.4. Security Conditions.

The Contractor must adhere to current security conditions at the JFTC and other work sites. The Contractor personnel shall comply with all local host nation, NATO

security provisions and other policies and procedures, as required. Access passes will be provided subject to the JFTC regulations.

11.5. Confidentiality requirements.

The Contractor shall keep confidential any information obtained under or in connection with this Contract and shall not divulge the same to any third party without the prior written consent of JFTC. The provisions of this Clause shall continue in force notwithstanding the termination of this Contract regardless of the cause for termination.

**12. OWNERSHIP OF WORK**

JFTC will retain ownership of all documents and products produced under the contract. Documents shall be identified as being the property of JFTC and shall not be copied, reproduced or utilized for any other purpose, without the written consent of JFTC. The Contractor shall have the right to retain file copies only when agreed to by JFTC, and it does not infringe upon an individual's rights to confidentiality.

**13. NON-COMPLIANCE**

JFTC reserves the right to refuse services and to remove from the Contract any individual provided by the Contractor due to poor performance, misconduct, security breaches, or if found to be or suspected to be under the influence of alcohol, drugs, or other incapacitating agent or any other reason based on a failure to satisfy the requirements of this SOW. The Contractor shall remove immediately the personnel from performing under this Contract upon notification by the Contracting Officer. Once the Contractor is notified that a particular individual has been disqualified, the Contractor shall not provide services of such person in any JFTC function, unless reinstatement is granted by the Contracting Officer.

**14. MISCELLANEOUS**

14.1. Personal Appearance.

Personnel working under this contract shall present a professional appearance commensurate with standards delineated for government civilian/military personnel acting in similar capacities.