

IFIB-ACT-JFTC 22-125

INVITATION FOR INTERNATIONAL BIDDING

FOR SCENARIO PRODUCTION
FOR LOYAL LEDA 2024 EXERCISE

BIDDING INSTRUCTIONS

14 OCTOBER 2022

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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 priced compliant bidder offering services for Scenario Production for Loyal Leda 2024 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 "Statement of Work" (hereinafter referred to as SOW) refers to the technical requirements defined by JFTC.
- e) "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.
- f) The term "ACT" shall refer to the Allied Commander Transformation located in Norfolk, USA.
- g) The other definitions are explained in Paragraph 1 of Part II of this IFIB.

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 three similar contracts within the last four years substantially similar in scope to the requirement described in this solicitation.

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 1966, 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 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). All such amendments shall be incorporated into this IFIB and published on the JFTC website as part of this solicitation. 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 **25 November 2022**, 13:00 hours, Central European Time. **Bidders have to ensure that the electronic proposal has sufficient time to make its way through any filters or email traffic.** 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 the following:

- 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 #2);
- d) Past Performance Information Form (Enclosure #3) supplemented with a letter/confirmation from the client confirming successful provision of the services.

- e) Proposal for suitable named Contractor's Deployed Resources as defined in SOW, paragraph 4 and Enclosure #4. Bidders shall outline how compliance is achieved and have to specifically reference the information within the supporting documentation. Index of supporting documentation is mandatory;
- f) Company Price Proposal (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,
 - Demonstration and understanding of the security and confidentiality requirements as defined in the SOW, paragraph 10,
 - Any other relevant information.

12. Proposal Submission

- a) The proposal shall be made in English language. Any documents supporting the bid that are not translated into English language shall not be considered eligible and may result the bid to be administratively not complaint. Self-translation of non-English language documents into English language will be accepted.
- b) 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.
- c) Bids must be submitted electronically as three separate e-mails sent to JFTC Contracting Officer (ryszard.piasecki@jftc.nato.int):
 - **Email 1 of 3 – containing one single PDF Administrative Proposal**
 - **Email 2 of 3 – containing one single PDF Technical Proposal**
 - **Email 3 of 3 - containing one single PDF Price Proposal**No hard copy proposals are required or will be accepted.

- d) The email title shall clearly cite the IFIB solicitation reference number and identify if it is Technical/Administrative or Pricing.
- e) The Administrative, Technical and Price Proposals shall be sent as separate PDF files compressed to minimize the size. There shall be one file per Volume with all documents/enclosures combined. Multiple files that must be pieced together to form the either administrative, technical or price proposals will be rejected.
- f) Partial bidding is not permitted.
- g) Quotations shall be made as net price in the National Currency of the Bidder.
- h) For the purpose of the price comparison all quoted prices will be converted by the CAC 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.
- i) 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.
- j) No oral bids or oral modifications or telephonic bids shall be considered.
- k) 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. None of the late bids shall be accepted.
- b) The date and time of delivery of the last e-mail with proposal submitted by the Bidder to the mailbox provided above in point 12.a) shall be taken into account for establishing delivery time.
- c) A delay caused by any filters, email traffic, etc. 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.

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) The Bidder is to submit valid and recognised documents to prove that dedicated personnel for each position have the required qualifications. Evaluations of submitted documents in terms of their validity and recognition shall be at discretion of JFTC. Any

written statement by the Bidder or non-approved citations by originator or owner will not be accepted as a valid document.

- 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 three separate PDF files with administrative, technical and price volumes sent as three separate emails, as described in points 12.c), 12.d) and 12.e) above.
 - (3) The Bidder has submitted scans of 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 shall not be considered eligible (see point 12.a) above for more details).
 - (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 final phase of bidding process which is the evaluation of price proposals.
- e) Successful cost price criteria (Lowest Price Technical Compliant Offer). The CAC shall 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 priced compliant offer. The maximum budget allocated for this requirement is 1,298,500 PLN (990,500 PLN for 2023 deliverables and 307,500 PLN for 2024 deliverables). The JFTC will not award the contract in case the lowest priced technically compliant offer exceeds the allocated budget
- c) Contract Award date is anticipated in November/December 2022.

- d) 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 bidding process or CAC proceedings 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

JFTC postal address:

Joint Force Training Centre
BUDFIN – Contracting Office
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 #2).
- 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:
 - Three (3) Past Performance Information Forms - (Enclosure #3)
 - Reference letter/s confirming successful provision of services provided and defined in the Enclosure #3
 - Bidder proposed Approach and Methodology for completion of tasks and deliverables (Bidding Instructions, point 11.m)
 - Technical Evaluation Matrix (Enclosure #4)

PRICE

- Price Proposal (Enclosure #5)

COMPLIANCE STATEMENT

It is hereby stated that our Company has read and understood all documentation issued as a part of the IFIB-ACT-JFTC 22-125. 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 22-125, 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
.....

TECHNICAL EVALUATION MATRIX

CONTRACTOR'S PROPOSED DEPLOYED RESOURCE CATEGORY - FRIENDLY

..... (Name and Surname)

#	Criteria	JFTC Evaluation (C/N)	<p align="center">Comments</p> <p>(Bidder shall complete each section below outlining how compliance is achieved and specifically reference the information within the proposal [index/page/para] that demonstrates compliance with the criteria)</p>
1	Joint Operational and/or tactical Command HQ level experience (J3 or J5)		<p>Sample: <i>Compliance narrative: ...</i></p> <p><i>Unequivocal reference evidenced by: Index item #, Proposal page # Index item #, Proposal page #</i></p>
2	Experience in organising military structures up tot the joint level		
3	Comprehension of doctrine development		
4	Comprehension of tactical and joint operational planning and the operational art		
5	Comprehension of the production and dissemination of intelligence products and Knowledge Development procedures		
6	Comprehension of the principles of Security Force Assistance and casualty estimates		
7	Familiar with use of NATO doctrine, policy, processes, arrangements and procedures		

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8	Experience in the use of NATO Community of Interest Systems and tools (e.g. TOPFAS, JEMM, TOMM, iGeoSIT, INTELFS, NCOP).		
9	Comprehension of the use of NATO C2 information tools		
10	Recent (last four calendar years) operations planning experience (including exercises) at operational or tactical level		
11	Recent (last four calendar years) exercise planning experience as a scenario developer in the areas of Friendly Force and/or OPFOR/SITFOR		
12	Ability to compose, edit, contribute to, and comprehend collaborative texts in advanced English language reflecting the terminology and use of subject matter expertise		
13	Ability to work as a part of a multi-national civilian and military team		
14	Standard Automated Data Processing and Communication and Information Systems (CIS) Knowledge: <ul style="list-style-type: none"> - Word Processing: Advanced knowledge. - Spreadsheet: Working Knowledge. - Graphic Presentation: Working Knowledge 		
15	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 -		

	<p>3333 (Listening, Speaking, Reading and Writing). <i>The Bidder must provide supporting document(s)/evidence per SOW point 4.2.</i></p>		
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TECHNICAL EVALUATION MATRIX

CONTRACTOR’S PROPOSED DEPLOYED RESOURCE CATEGORY - ENVIRONMENT

..... (Name and Surname)

#	Criteria	JFTC Evaluation (C/N)	<p>Comments (Bidder shall complete each section below outlining how compliance is achieved and specifically reference the information within the proposal [index/page/para] that demonstrates compliance with the criteria)</p>
1	<p>Master’s or equivalent degree in one of the following field:</p> <ul style="list-style-type: none"> • Political science; • Economics; • International relations; • Other closely related to the three fields listed above 		<p><i>Sample:</i> Compliance narrative: ...</p> <p><i>Unequivocal reference evidenced by:</i> Index item #, Proposal page # Index item #, Proposal page #</p>
2	Academic and/or experiential background with relevance to the assigned duties		
3	Comprehension of principles of Security Force Assistance		
4	Familiarity with NATO policy, processes, arrangements and procedures		
5	Comprehension of the use of NATO, UN and/or IO/NGO doctrine, policy, processes, arrangements and procedures		

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6	Working knowledge and experience working with NATO Community of Interest systems and tools. (e.g. TOPFAS, JEMM, TOMM, iGeoSIT, INTELFS, NCOP)		
7	Recent (last 3 calendar years) operations planning experience (including exercises)		
8	Recent (last 3 calendar years) exercise planning experience as a scenario developer in the area Environment		
9	Ability to compose, edit, contribute to, and comprehend collaborative texts in advanced English language reflecting the terminology and use of subject matter expertise		
10	Ability to work as a part of a multi-national civilian and military team		
11	Standard Automated Data Processing and Communication and Information Systems (CIS) Knowledge: <ul style="list-style-type: none"> - Word Processing: Advanced knowledge; - Spreadsheet: Working Knowledge; - Graphic Presentation: Working Knowledge. 		
12	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). <i>The Bidder must provide supporting document(s)/ evidence per SOW point 4.2.</i>		

TECHNICAL EVALUATION MATRIX

CONTRACTOR'S PROPOSED DEPLOYED RESOURCE CATEGORY - MULTIDOMAIN

..... (Name and Surname)

#	Criteria	JFTC Evaluation (C/N)	<p align="center">Comments</p> <p>(Bidder shall complete each section below outlining how compliance is achieved and specifically reference the information within the proposal [index/page/para] that demonstrates compliance with the criteria)</p>
1	Recent experience in national or NATO CYBER, CBRN and SPACE defence		<p>Sample: <i>Compliance narrative: ...</i></p> <p><i>Unequivocal reference evidenced by:</i> <i>Index item #, Proposal page #</i> <i>Index item #, Proposal page #</i></p>
2	Comprehensive knowledge of the current CYBER, CBRN and SPACE threats (technics, actors, tools etc.)		
3	Demonstrate Joint Operational and tactical Command HQ level experience (J2, J3 or J5)		
4	Recent (last three calendar years) exercise planning experience as a scenario developer in one of the following areas CYBER, CBRN, SPACE (SME) and former (within last five calendar years) experience in the remaining ones		
5	Comprehensive knowledge of CYBER, CBRN and SPACE on the operational and tactical levels		

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6	Recent (last three calendar years) operational planning experience (including exercises)		
7	Working knowledge and experience working with NATO Community of Interest systems and tools. (e.g. TOPFAS, JEMM, TOMM, iGeoSIT, INTELFS, NCOP)		
8	Ability to compose, edit, contribute to, and comprehend collaborative texts in advanced English language reflecting the terminology and use of subject matter expertise		
9	Ability to work as a part of a multi-national civilian and military team		
10	Standard Automated Data Processing and Communication and Information Systems (CIS) Knowledge: <ul style="list-style-type: none"> - Word Processing: Advanced knowledge. - Spreadsheet: Working Knowledge. - Graphic Presentation: Working Knowledge 		
11	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). <i>The Bidder must provide supporting document(s)/evidence per SOW point 4.2.</i>		

TECHNICAL EVALUATION MATRIX

CONTRACTOR'S PROPOSED DEPLOYED RESOURCE CATEGORY – FORCE GENERATION

IFIB-ACT-JFTC 22-125, Description of Acquisition – Bidding Instructions

..... (Name and Surname)

#	Criteria	JFTC Evaluation (C/N)	Comments (Bidder shall complete each section below outlining how compliance is achieved and specifically reference the information within the proposal [index/page/para] that demonstrates compliance with the criteria)
1	Documented military or contractor experience on NATO FoG Process (including FoG for Exercises) area production and management, or completed and certified training/course in NATO operations planning combined with recent two years' hands-on experience within last four calendar years in NATO Exercise FoG Process area production and management		Sample: <i>Compliance narrative: ...</i> <i>Unequivocal reference evidenced by:</i> <i>Index item #, Proposal page #</i> <i>Index item #, Proposal page #</i>
2	Knowledge of current TOPFAS (mainly OPT and OMT) software and its operation		
3	Working experience and knowledge of current LOGFAS software and its operation		
4	Knowledge and/or experience working with other NATO Community of Interest systems, (e.g. JEMM, TOMM, iGeoSIT, INTELFS, NCOP)		
5	Recent (last four calendar years) exercise planning experience as a scenario developer FoG and /or Log (SME).		
6	Recent (last four calendar years) operations planning experience (including exercises)		
7	Ability to compose, edit, contribute to, and comprehend collaborative texts in advanced		

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	English language reflecting the terminology and use of subject matter expertise		
8	Ability to work as a part of a multi-national civilian and military team		
9	Standard Automated Data Processing and Communication and Information Systems (CIS) Knowledge: - Word Processing: Advanced knowledge. - Spreadsheet: Working Knowledge. - Graphic Presentation: Working Knowledge		
10	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). <i>The Bidder must provide supporting document(s)/evidence per SOW point 4.2.</i>		

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 22-125 and solicitation provisions.

Deliverable	The company price proposal (NET amount)*, currency
Work Package 1 (Base Period 2023)	
Work Package 2 (Base Period 2023)	
Work Package 3 (Base Period 2023)	
Work Package 3 (Option Period 2024)	
Work Package 4 (Option Period 2024)	
GRAND TOTAL NET VALUE	

**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 particular Work Package.*

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

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

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 22-125.

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

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.

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

STATEMENT OF ABSENCE OF CONFLICT OF INTEREST

I, the undersigned, **being the authorised signatory** for the above-mentioned company for the IFIB-ACT-JFTC 22-125, 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

01 August 2022

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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 an arbitration concerning a question of fact within the meaning of the "Arbitration" 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. 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 or 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. ARBITRATION

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 their decision in writing and 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, the Contractor furnishes to JFTC a written appeal, which will be decided by ACT Financial Controller. In connection with any appeal of JFTC decision under this paragraph, the Contractor shall be afforded an opportunity to offer documentary evidence in support of its appeal. A decision shall be rendered within thirty (30) days of receipt of appeal. ACT Financial Controller decision is final.

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 an arbitration concerning a question of fact within the meaning of the clause of this Contract entitled "Arbitration". 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 an arbitration concerning a question of fact within the meaning of the clause of this Contract entitled "Arbitration",

- 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. AUTHORISATION 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

- 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, PUBLIC RELATIONS, AND BRANDING

- a. Unless authorised in writing by the Contracting Officer, the Contractor shall not advertise or otherwise make public, including but not limited to photographs and films or public statements concerning this Contract, the fact that it is a contractor to HQ SACT [JALLC, JFTC, JWC], or use the name, emblem, logo, official seal or any abbreviation of the HQ SACT [JALLC, JFTC, JWC]. This obligation shall survive the completion, expiration, cancellation or termination of the Contract.
- b. The Contractor shall ensure that all deliverables in support of the contract are consistent with NATO Approved Branding.

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. PROHIBITION OF SEXUAL EXPLOITATION AND ABUSE, AND SEXUAL HARASSMENT

- a. The Contractor shall take all appropriate measures to prevent and respond to sexual exploitation or sexual abuse (“SEA”) and sexual harassment (“SH”) of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract”) including but not limited to vetting its potential employees. In the performance of the Contract, the Contractor shall comply with the standards of conduct set forth in the “The NATO Policy on Preventing and Responding to Sexual Exploitation and Abuse” of 20 November 2019.
- b. In particular, the Contractor and Contractor’s Employees shall not engage in any conduct that would constitute SEA:
 - (1) Sexual Exploitation is any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Acts that constitute sexual exploitation include, but are not limited to, the exchange of money, goods or other commodities and or services, employment or any exchange of assistance that is due to the local population in exchange for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour. All such transactional sex, including the exploitation of the prostitution of others, is a form of sexual exploitation.

Sexual relationships based on inherently unequal power dynamics are a form of sexual exploitation.

- (2) Sexual abuse is any actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. Acts that constitute sexual abuse include, but are not limited to, any action or behaviour of a sexual nature that coerces, threatens or forces a person to engage in a sexual activity, or any unlawful sexual activity with a person under the age of 18.
- c. Contractor and Contractor's Employees will also not engage in any conduct that would constitute SH:
- (1) SH is any unwelcome and unwanted behaviour of a sexual nature, whether verbal or physical that is offensive and creates a hostile or intimidating work environment.
 - (2) SH may include unwelcome sexual advances, unsolicited requests for sexual favours, or any other behaviour of a sexual nature that might reasonably be expected or be perceived to intimidate, cause offense or humiliation to another, when such conduct interferes with work or is made a condition of employment. SH is particularly egregious when it is linked with direct or implied threats or promises about career prospects ("quid pro quo" harassment).
 - (3) SH may occur between persons of any gender who can be either the target or the perpetrators of SH.
- d. Contractor and Contractor's Employees will also not engage in any conduct that would constitute workplace discrimination (i.e. gender, race or ethnic origin, religion or belief, disability, age or sexual orientation, etc.) and others counter to HQ SACT and NATO's code of conduct policies.
- e. In the performance of the Contract, should sufficient information of conduct described above against the Contractor or Contractor's Employees be brought to HQ SACT [JALLC, JFTC, JWC]'s attention, HQ SACT [JALLC, JFTC, JWC] shall commence a review into the Contractor's or Contractor's Employees' conduct in this regard in accordance with HQ SACT [JALLC, JFTC, JWC] regulations, rules, policies and procedures.
- f. The Contractor acknowledges and agrees that any breach of any of the provisions set forth in this Clause, shall constitute a breach of an essential term of the Contract, and, in addition to any other legal rights or remedies available to any person, may give rise to grounds for suspension or termination of the Contract. In addition, nothing herein shall limit the right of HQ SACT [JALLC, JFTC, JWC] to refer any alleged breach of the foregoing standards of conduct or any other terms of the Contract to the relevant national authorities for appropriate legal action.

37. ORGANISATIONAL CONFLICTS OF INTEREST (OCI)

- a. Organisational conflicts of interest may occur when factors create an actual or potential conflict of interest on an instant contract, or when the nature of the work performed on the instant contract creates an actual or potential conflict of interest on a future acquisition. In the latter case, some restrictions on future activities of the contractor may result.

- b. Contractors must implement a programme to monitor, detect, and mitigate/remediate organisational conflicts of interest. While Contracting Officers retain authority to approve mitigation or remediation measures once OCI are identified, the primary burden of detecting, identifying and disclosing OCI to the Contracting Officer and proposing suitable mitigation or remediation measures falls on the contractor.
- c. The two underlying principles regarding OCI are:
- (1) Preventing the existence of conflicting roles that might bias a contractor's judgment; and
 - (2) Preventing unfair competitive advantage. An unfair competitive advantage exists where a contractor competing for award of any contract possesses:
 - Proprietary information that was obtained from a NATO official, staff member, or NATO contractor without proper authorisation; or
 - Information that is relevant to the contract but is not available to all competitors, where such information would assist that contractor in obtaining the contract.
- d. Contracting Officers and potential bidders shall analyse planned acquisitions in order to:
- (1) Identify and evaluate potential OCI as early in the acquisition process as possible; and
 - (2) Avoid, neutralise, or mitigate significant potential conflicts before contract award, where possible, or post award when the OCI is not revealed prior to award.
- e. The Contracting Officer shall award the contract to the apparent successful bidder unless a conflict of interest is determined to exist that cannot be avoided or mitigated. Before determining to withhold award based on conflict of interest considerations, the Contracting Officer shall notify the Contractor, provide the reasons therefor, and allow the Contractor a reasonable opportunity to respond. If the Contracting Officer finds that it is in the best interest of the HQ SACT [JALLC/JFTC/JWC] to award the contract notwithstanding a conflict of interest, the Contracting Officer will issue a waiver and disclose the award and the existence of the OCI to the Financial Controller. The waiver request and decision shall be included in the contract file.
- f. Obligations of the Parties.
- (1) When a Contractor or Prospective Contractor becomes aware of the existence or potential for an OCI, the Contractor is obligated to disclose the existence, nature, and supporting evidence of the conflict. Contractors or Prospective Contractors will be deemed to be aware of the existence or potential for an OCI when the Contractor or Prospective Contractor actually knows or reasonably should know of the existence of the actual or potential OCI.
 - (2) If the Contracting Officer becomes reasonably aware that the award of a contract will restrict the contractor's eligibility for future contract work, the Contracting Officer will disclose this fact in writing to the Contractor prior to the award, where practicable, and will permit the Contractor or prospective

Contractor 7 days to make an election regarding award, discontinuing performance, or submitting an OCI mitigation plan for the Contracting Officer's approval. The sufficiency of the OCI mitigation plan is in the Contracting Officer's sole discretion.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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

1. INTRODUCTION

- 1.1. The Joint Force Training Centre (JFTC), located in Bydgoszcz, Poland, conducts pre- deployment training activities, and routine North Atlantic Treaty Organisation (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. The Training and Exercise Division (TED) ensures the ability to deliver combined and joint training and exercises, mainly static and distributed as well as single and multi-echelon, for tactical and operational level headquarters, staffs and forces over the full spectrum of NATO operations, Corps and Army level exercise at the Operational level and Joint Force Command Level Exercises. NATO maintains a number of approved settings and scenarios and makes use of national scenarios to accomplish their training objectives. Increasingly, these settings and scenarios require modification in order to align them to 'real-world' situations or to explore emerging doctrine and policies. Contrary to the past, the depth of modification of settings and scenarios exceeds the capacity of JFTC with its current workforce. Setting and scenario modification require a large volume of work in advance of planning milestones in order to set the conditions for all phases of training.
- 1.3. JFTC will assume the responsibility of the Officer Directing Exercise (ODE) for Exercise LOYAL LEDA 2024 (LOLE24). LOLE24 is a land domain tactical-level Computer Assisted Exercise/Command Post Exercise (CAX/CPX) that will train relevant High Readiness Forces (HRF) in the Warfighting Corps role.
- 1.4. JFTC is seeking to fulfill its requirement for LOLE24 Exercise Scenario Production including Development, Sustainment, and Execution through Scenario Deliverable Support Contract (SDSC). The Provider shall be required to support JFTC's goal of producing and sustaining exercise scenarios to support NATO training and exercises; development of any required scenario products; development of the exercise Force Generation (FoG) Process related products and delivery of these products (Scenario and FoG Process) to support Exercise LOYAL LEDA 2024 (LOLE24). In addition to the above, the Provider's personnel:
 - will participate in the execution phase of the exercise 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,
 - will support management of the whole exercise FoG process and will comply with any request made in this regards.

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.
 - 2.2.1. Base period: between 30 January 2023 and 31 December 2023.
 - 2.2.2. Option period: between 01 January and 15 March 2024. Option period may be exercised at the sole discretion of the JFTC Contracting Officer, based on the satisfactory performance, availability of funds and ongoing/evolving requirements. Execution of the option period should be confirmed in writing

not later than 30 days prior to expiration of the base period.

3. TASKING AND DELIVERABLES

Major task in relation to the exercise scenario documentation and other related products will focus on:

- modification/adaptation of the existing products delivered by Joint Warfare Centre (JWC) for exercise STEADFAST JUPITER 2023 (STJU23) albeit at the land tactical level and production of any required scenario documentation for LOLE24.
- modification/adaptation of the existing FoG products delivered by JWC for exercise STJU23 and delivery of FoG related products for LOLE24 as necessary to deliver the exercise LOLE24 and to have all necessary data for CAX and Operations Planning Process available in time.
- specific to FoG process task: TOPFAS, LOGFAS and EXCEL databases must be constantly synchronised in order not to lose essential information, Provider's personnel will support JFTC in this regard.
- the Scenario module descriptions depicted in work packages are not intended to be prescriptive in nature, but rather to describe the kind of information and products to be included in the scenario and can be subject to potential minor changes.
- provider's personnel will ensure coordination with all stakeholders to meet requirements of the tasks described in this Statement of Work.
- the scenario development timeline is not a fixed one due to the ongoing coordination for LOLE24 planning, so future changes in the timeline should be accepted by the Providers of the contracted personnel. Personnel Provider will be informed on any changes in advance as soon as possible.

The following products covering several conflict parties, in a variety of settings and scenarios, are the requested Deliverables for all functional areas as described in:

- Bi-SC Directive 75-3 Collective Training and Exercise Directive (CT&ED),
 - LOYAL LEDA 2024 EXSPEC Annex C,
 - Allied Command Operations Comprehensive Operations Planning Directive COPD V.3,
 - MC 0133/4 NATO's Operations Planning,
 - AAP-28 Tactical Planning for Land Forces,
- and organised in the following Work Packages:

Work Packages	Projected Timeline*
Work Package 1	30 Jan 2023 - 28 April 2023**
Work Package 2	2 May 2023 - 14 July 2023**
Work Package 3 (2023 provided)	30 October 2023 - 31 December 2023
Work Package 3 (2024 provided)	1 January 2024 - 26 January 2024
Work Package 4	19 February 2024 - 15 March 2024**

** Projected Timeline can be subject to potential minor changes that can be amended and confirmed in writing by the Contracting Officer Technical Representative (COTR).*

***Number of requested man-days for each position are depicted in respective timeline. A detailed working schedule will be coordinated with the Provider as soon as the exercise timeline is made official in the Exercise Specification (DEC 2022 – FEB 2023).*

3.1. Work Package 1 – Development of Scenario Modules 1-3 and Module 4 (deliverables described in para 3.2) products at Tactical Level, the definition of Initial Pool of Forces available for Planning and Development of “DRAFT” Blue Book Repository and Initial Pool of Forces:

3.1.1. Scenario Module 1 – Geo-Strategic Situation.

Includes a generic description of the crisis area including the major regional actors, and a description of the crisis, including its historical background and major political, military, economic, cultural, humanitarian and legal conditions, including membership of the relevant Arms Control treaties and agreements, that support a NATO military response. The Geo-Strategic Situation is summarized in the EXSPEC and included as an EXSPEC Annex.

3.1.2. Scenario Module 2 - Theatre of Operations.

Static information/data about the region to support strategic assessments and operations planning. Information/data are produced in Bi-SC Automated Information System (AIS) Functional Services/doctrinal formats (where available) and includes, among other things: Mapping/Map Dataset, Theatre Data, Country studies/Information, regional/national Orders of Battle (ORBATs).

3.1.3. Scenario Module 3 - Strategic Initiation.

Establishes the international and NATO political desired end-state, objectives, limitations and directions as well as the supporting strategic assessments and planning guidance following the NATO crisis response system. This module will include:

3.1.3.1. Road to Crisis (Narrative summary of the key developments/ events in the operational environment leading up to the agreed situational starting point from which the MEL/MIL database will be developed).

3.1.3.2. UNSC Resolutions and/or other documents providing the legal basis for the operation.

3.1.3.3. NAC Request for Advice.

3.1.3.4. SACEUR's Strategic Warning Order.

3.1.3.5. SACEUR's Strategic Assessment.

3.1.3.6. NAC Decision Sheet Requesting Options.

3.1.3.7. SACEUR's Military Response Options.

3.1.3.8. NAC Initiating Directive.

3.1.3.9. Strategic CONOPS.

3.1.3.10. SACEUR and intermediate Commanders' Planning Directives

3.1.3.11. “DRAFT” Blue Book Repository, FORMAT EXCEL, PPT.

3.1.3.12. Initial Pool of Forces, FORMAT: TOPFAS, EXCEL, PPT.

3.2. Work Package 2 – Finalisation of Scenario Module 4 products at Tactical Level, Support to Exercise Phase 2, Support to MEL/MIL development, development of the Force Sensing and the Combined Joint Statement of Requirements (CJSOR), Facilitate FoG Conference(s):

3.2.1. Scenario Module 4 - Crisis Response Planning Information. Provides current updated information/data about the international and regional situation. Information/data is produced in Bi-SC AIS Functional Services/doctrinal formats (where available). This module includes, as a minimum:

3.2.1.1. Current Intelligence Summary.

- 3.2.1.2. Friendly Forces. Provides forces available for planning based on NRF Readiness Reporting System (RRS) and NATO ORBAT as well as current disposition of friendly and neutral forces in the theatre area. Data for generic forces available for planning will be provided in the same formats and level of detail as would be real forces available for planning.
- 3.2.1.3. Civil military data and information sufficient to support TA development of the production of the Civil Assessment and the CIMIC Estimate as well as the CIMIC input to an Operation Plan.
- 3.2.1.4. Environmental Assessment.
- 3.2.1.5. OLRT Recce Reports.
- 3.2.1.6. NATO Crisis Response System (NCRS) messages.
- 3.2.1.7. TOPFAS dataset.
- 3.2.1.8. Intelligence dataset, including regional forces' data and scenario-specific Crisis Response Intelligence Package (CRIP).
- 3.2.2. Support to Exercise Phase IIB.
- 3.2.3. Support to MEL/MIL development.
- 3.2.4. The Force Sensing, FORMAT: TOPFAS, EXCEL, PPT.
- 3.2.5. Continue development of the Blue Book Repository.
- 3.2.6. Development of the Combined Joint Statement of Requirements (CJSOR).
- 3.2.7. Facilitating FoG Conference(s).

3.3. Work Package 3- Development of Scenario Module 5 products at Tactical Level, Support to MEL/MIL development.

- 3.3.1. Scenario Module 5 - Force Activation and Deployment Information.
Provides external information/data in response to player CONOPS and CJSOR as well as Commanders Critical Information Requirement (CCIR) as required to complete execution planning and to initiate deployment and initial entry operations. Information/data are produced in Bi-SC AIS Functional Services/doctrinal formats (where available). This module includes, as a minimum:
 - 3.3.1.1. Activation Warning/Activation Request (ACTWARN/ACTREQ) messages.
 - 3.3.1.2. Force Preparation (FORCEPREP) messages.
 - 3.3.1.3. Allied Force List (AFL)
 - 3.3.1.4. Force Balancing Results.
 - 3.3.1.5. SOFAs/MOUs/TAs.
 - 3.3.1.6. Multinational Detailed Deployment Plan (MNDDP)/Flow Execution Plan (FEP).
 - 3.3.1.7. ACTORD message(s).
 - 3.3.1.8. Order of Battle Transfer of Authority (ORBAT TOA) messages.
 - 3.3.1.9. Current Intelligence Summary (INTSUM)/Intelligence Report (INTREP), as required.
 - 3.3.1.10. NCRS messages.
 - 3.3.1.11. Rules of Engagement Authorisation (ROEAUTH)/Implementation (ROEIMPL) messages.
- 3.3.2. Support to MEL/MIL Development.

3.4. Work Package 4-Development of Scenario Module 6 and Exercise Execution:

- 3.4.1. Scenario Module 6 - Execution Information.
Describes the current situation at STARTEX, based on OPLAN Operational Information Exchange requirements. Information/data is produced in Bi-SC AIS Functional Services/doctrinal formats (where available). This module includes, as a minimum:

- 3.4.1.1. The Road to Crisis (Narrative summary of the main events leading to current situation, included in MEL/MIL database).
- 3.4.1.2. Current Intelligence Summary (INTSUM)/Intelligence Report (INTREP), as required.
- 3.4.1.3. Operational Assessments and Reports. Assessments and Reports that would normally be available in a real situation must be developed and provided before the exercise starts and during the execution at predetermined times/situations. These would include periodic Operational Information Exchange Formatted Reports and special reports and these will be included as MEL/MIL injections. Additional information and products will be held until requested by the TA using doctrinal processes and procedures. Examples include special intelligence information, port data and CIMIC-oriented reports. The requests for this information could come through the Intelligence Requirements Management (IRM) system or via other doctrinal processes.
- 3.4.1.4. Order of Battle/Transfer of Authority Land/Air/Sea / STARTEX Force Laydowns.
- 3.4.1.5. Current SITREPS for Land, Air, Navy, PAO, CIMIC, CIS, METOC, Deployment, Logistics, etc.
- 3.4.1.6. Area of Interest (AOI) Common Operating Picture (COP) data and information. These include data/information products required by the Recognised Picture Functional Services (e.g.; ICC, MCCIS, LC2IS) that contribute automatically to the COP; specialised Functional Services (e.g.; INTEL FS, TOPFAS) that provide data and information to the COP as required; and theatre functional databases (e.g.; CIMIC, Medical, Military Engineering) that contribute to COP overlays through overlay management agents (e.g.; Interim Geo-Spatial Intelligence Tool (iGeoSIT)). Some of these data/information products may be generated by LOCON and some may be developed with assistance of Modelling and Simulation (M&S)/synthetic tools.
- 3.4.2. Support to Exercise Execution.
- 3.4.3. The above list of products and deliverables can be a subject of changes as a response to the emerging exercise requirements to be specified during exercise planning process and required changes in the exercise planning arrangements.

4. FUNCTIONS, TASKS AND PERSONNEL REQUIRED FOR DELIVERABLES

- 4.1. The Provider's Personnel will perform the following tasks for each function:
 - 4.1.1. Develop and sustain material and information in existing scenarios.
 - 4.1.2. Build and contribute to the scenario exercise databases.
 - 4.1.3. Participate as a member of the Exercise Control during the exercise execution.
 - 4.1.4. Assist in the development of operational themes to be exercised by NATO HQs.
 - 4.1.5. Participate in appropriate exercise planning meetings and scenario working groups.
 - 4.1.6. Travel and participation to support PH II B TA (up to 10 working days) activities, all planned to be conducted within Europe in 2023. The Provider will appoint 1 person for each event and cover all expenses required for the travel. Nomination of the Provider's Personnel to this task will be at discretion of JFTC.
 - 4.1.7. Collaborate within Exercise Planning Team, other contracted personnel and military subject matter experts.
 - 4.1.8. 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 position:

- 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 Provider must provide one of the following pertaining to the Provider's Personnel:
 - NATO STANAG 6001 – 3333 certificate,
 - Common European Framework (CEF) B2+ Vantage+ certificate,
 - Council of Europe (COE) B2 Vantage certificate,
 - Association of Language 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 the following as equivalent English proficiency:

- Evidence of 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 their duties in English language as primary. To document fulfillment 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 provider or sub-provider) for at least 24 months within last 3 years with tasks required the Key Personnel to carry their duties in English language as primary. To document fulfillment 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.

4.2.1. See paragraphs 4.3. through 4.6 for additional qualifications and tasks required for each function. Technical compliance will be evaluated based on JFTC's

assessment of the candidates' qualifications, experience and ability to perform against the required tasks and deliverables.

4.3. SCENARIO DEVELOPER – Friendly

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

4.3.1. Estimated man-days required – up to 197. The actual number of man-days required will depend on evolving requirements.

Work Milestones	Projected Timeline	Man-days
Work Package 1	30 January 2023 - 28 April 2023	64
Work Package 2	2 May 2023 - 14 July 2023	52
Work Package 3 (2023 provided)	30 October 2023 - 31 December 2023	42
Work Package 3 (2024 provided)	1 January 2024 - 26 January 2024	19
Work Package 4	19 February 2024 - 15 March 2024	20

4.3.2. Tasks:

- Modify the existing and, if required, design and produce scenario materials to provide conditions required to support the achievement of exercise aims and objectives.
- Modify the existing and, if required, design and produce all scenario material and information with a particular focus on friendly forces (strategic, operational and tactical level) in a complex Collective Defence environment including numerous stakeholders in a wide range of relationships to NATO.
- Modify the existing and, if required, design and produce friendly forces structures and doctrine for state and non-state conflict parties covering generic, fictitious, and semi-fictitious entities while applying contemporary operational art.
- Modify the existing and, if required, design and produce all strategic level documentation issued or to be issued by a related NATO entity.
- Support OPFOR and conflict party planning teams.
- Support “Request for Information” systems and NATO Intelligence Fusion Centre replication using current NATO IT tools and Functional Area Systems
- Modify the existing and, if required, create indigenous joint headquarters with a wide range of capabilities within the scenario to facilitate NATO Security Force Assistance missions.
- Modify the existing and, if required, develop military casualty estimates.
- Modify the existing and, if required, design and produce friendly forces air/counter- air forces and TBM structures and doctrine for state and non-state conflict parties and support OPFOR team, covering generic, fictitious, and semi- fictitious entities while applying contemporary operational art.
- Contribute to the development of a Recognised Air Picture.
- Modify the existing and, if required, develop integrated friendly air defence and support OPFOR team in this area.
- Contribute to the creation TBM threat (static and dynamic) based on a wide range of missile systems.
- Modify the existing and, if required, design and produce friendly maritime forces structures and doctrine for state and non-state conflict parties and support OPFOR team, covering generic, fictitious, and semi-fictitious entities

- while applying contemporary operational art.
- Contribute to the development of a Recognised Maritime Picture.
- Support other scenario developers in their area of responsibility.
- Support MELMIL development in their area of responsibility.

4.3.3. Qualifications:

The incumbent will possess the following qualifications:

- Joint Operational and/or tactical Command HQ level experience (J3 or J5).
- Experience in organising military structures up to the joint level.
- Comprehension of doctrine development.
- Comprehension of tactical and 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 and casualty estimates.
- Familiar with use of NATO doctrine, policy, processes, arrangements and procedures.
- Experience in the use of NATO Community of Interest Systems and tools (e.g. TOPFAS, JEMM, TOMM, iGeoSIT, INTELFS, NCOP).
- Comprehension of the use of NATO C2 information tools.
- Recent (last four calendar years) operations planning experience (including exercises) at operational or tactical level.
- Recent (last four calendar years) exercise planning experience as a scenario developer in the areas of Friendly Force and/or OPFOR/SITFOR.

4.4. SCENARIO DEVELOPERS – ENVIRONMENT

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

4.4.1. Estimated man-days required – up to 197. The actual number of man-days required will depend on evolving requirements.

Work Milestones	Projected Timeline	Man-days
Work Package 1	30 Jan 2023 - 28 April 2023	64
Work Package 2	2 May 2023 - 14 July 2023	52
Work Package 3 (2023 provided)	30 October 2023 - 31 December 2023	42
Work Package 3 (2024 provided)	1 January 2024 - 26 January 2024	19
Work Package 4	19 February 2024 - 15 March 2024	20

4.4.2. Tasks:

- Modify the existing and, if required, design all material and information in the production of exercise scenario with emphasis on the PESII Domains at the strategic, operational and tactical level in a Collective Defence environment.
- Modify the existing and, if required, design all material and information in the production of scenario with emphasis on documentation in regards to nations, IOs, NGOs, etc.
- Modify the existing and, if required, design geopolitical systems in a global environment covering NATO Article V Operation.
- Modify the existing and, if required, design historical, cultural, and

- humanitarian events to develop crisis situations.
- Modify the existing and, if required, design diverse political systems including constitutional and legal frameworks, and national security strategies.
 - Modify the existing and, if required, design formal and informal political and legal processes in diverse political systems.
 - Modify the existing and, if required, design interactions of formal and informal political bodies in national and regional environment.
 - Modify the existing and, if required, produce POLSTRAT documentation from actual and fictitious political organisations (e.g. UN, NATO, EU, OSCE, etc.).
 - Modify the existing and, if required, design national economies based on a wide range of contemporary academic macro-economic models covering all sectors.
 - Modify the existing and, if required, design conflict related degradation of national and regional economic systems and post-conflict recovery.
 - Modify the existing and, if required, design material and information on logistics in a complex Collective Defence scenario.
 - Modify the existing and, if required, design national infrastructure systems to include the nodes and linkages of transportation, water supply, electrical power, telecommunications, and energy (not necessary to be a SME in all subject areas).
 - Modify the existing and, if required, design integration of national infrastructures with regional systems.
 - Modify the existing and, if required, design operational and tactical level effects through inclusion of infrastructure considerations in the operation planning process.
 - Modify the existing and, if required, design social structures based on a wide range of contemporary academic and real life models and integrate them with other national and regional systems.
 - Modify the existing and, if required, design conflict and post-conflict related aspects of social systems.
 - Modify the existing and, if required, develop situations involving humanitarian catastrophes, refugees, and IDPs.
 - Modify the existing and, if required, design interactions of NATO bodies with IO/NGO/GO actors in a Collective Defence environment in order to create operational and tactical level problems including competing and contesting interests.
 - Modify the existing and, if required, design formal and informal roles for IOs/NGOs/Civil Actors through analysis of other scenario materials.
 - Modify the existing and, if required, create CIVCAS dilemmas and develop CIVCAS estimates.
 - Modify the existing and, if required, design a communication/information environment in an international conflict situation.
 - Modify the existing and, if required, design operational and tactical level information effects through inclusion of cyber operations, psychological operations, and other information operations.
 - Modify the existing and, if required, develop national level social media campaign plans.
 - Support other scenario developers in their area of responsibility.
 - Support MELMIL development in their area of responsibility.

4.4.3. Qualifications:

The incumbent will possess the following qualifications:

- Master’s or equivalent degree in one of the following fields:
 - Political science,
 - Economics,
 - International relations,
 - Other closely related to the three mentioned above.
- Academic and/or experiential background with relevance to the ascribed duties.
- Comprehension of principles of Security Force Assistance.
- Familiarity with NATO policy, processes, arrangements and procedures.
- Demonstrate professional working experience with UN/IOs/NGOs/Civil Actors (international or national).
- Comprehension of the use of NATO, UN and/or IO/NGO doctrine, policy, processes, arrangements and procedures.
- Working knowledge and experience working with NATO Community of Interest systems and tools. (e.g. TOPFAS, JEMM, TOMM, iGeoSIT, INTELFS, NCOP).
- Recent (last four calendar years) operations planning experience (including exercises)
- Recent (last four calendar years) exercise planning experience as a scenario developer in the area Environment

4.5. SCENARIO DEVELOPER – MULTIDOMAIN

At least one (1) person dedicated to producing all relevant materials for scenario production. With the complexity of requirements for this position, CYBER, CBRN and SPACE are identified as sub-expertise areas for Scenario Developer-Multidomain position. In case a Provider cannot dedicate personnel who meet all qualifications required, it will be allowed to dedicate personnel with qualifications of at least one of sub-expertise areas and provide remote support for other sub-expertise areas on condition that the remote support providers meet the requirements for their pertinent sub-expertise areas as provided for in this SOW. Rotation for the serve on premise within dedicated personnel and remote support providers will be at discretion of JFTC. Para 4.7. will apply to remote support providers.

4.5.1. Estimated man-days required – up to 197. The actual number of man-days required will depend on evolving requirements.

Work Milestones	Projected Timeline	Man-days
Work Package 1	30 Jan 2023 - 28 April 2023	64
Work Package 2	2 May 2023 - 14 July 2023	52
Work Package 3 (2023 provided)	30 October 2023 - 31 December 2023	42
Work Package 3 (2024 provided)	1 January 2024 - 26 January 2024	19
Work Package 4	19 February 2024 - 15 March 2024	20

4.5.2. Tasks:

- Modify the existing and, if required, develop operational, and tactical level CYBER, CBRN and SPACE related products for use by a JTF/Tactical NATO HQ in a complex Collective Defence environment.
- Analysis of scenario materials to create challenging CYBER, CBRN problems and SPACE issues at the operational and tactical levels.
- Modify the existing and, if required, design in scenario CYBER, CBRN and SPACE threat and possible friendly mitigations for operational and tactical

units and HQs.

- Modify the existing and, if required, prepare reports and other related scenario products describing the CYBER, CBRN and SPACE issues.
- Support other scenario developers in his/her area of responsibility.
- Support MELMIL development in his/her area of responsibility.

4.5.3. Qualifications:

The incumbent will possess the following qualifications:

- Recent experience in national or NATO CYBER, CBRN and SPACE defence.
- Comprehensive knowledge of the current CYBER, CBRN and SPACE threats (technics, actors, tools etc.).
- Demonstrate Joint Operational and tactical Command HQ level experience (J2, J3 or J5).
- Recent (last four calendar years) exercise planning experience as a scenario developer in one of the following areas CYBER, CBRN, SPACE (SME) and former (within the last five calendar years) experience in the remaining ones.
- Comprehensive knowledge of CYBER, CBRN and SPACE on the operational and tactical levels.
- Recent (last four calendar years) operational planning experience (including exercises).
- Working knowledge and experience working with NATO Community of Interest systems and tools (e.g. TOPFAS, JEMM, TOMM, iGeoSIT, INTELFS, NCOP).

4.6. SCENARIO DEVELOPER – FORCE GENERATION

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

4.6.1. Estimated man-days required – up to 82. The actual number of man-days required will depend on evolving requirements.

Work Milestones	Projected Timeline	Man-days
Work Package 1	6 Mar 2023 - 28 April 2023	39
Work Package 2	2 May 2023 - 2 Jun 2023	23
Work Package 3 (2023 provided)	20 Nov 2023 - 15 Dec 2023	20

4.6.2. Tasks:

- Provide a Blue Book Repository based on the defined forces and Exercise Objectives in accordance with the EXSPEC to TAs and coordinate the Blue Book Repository revision by TAs in order to turn it into the Initial Pool of Forces available for planning.
- Develop Initial Pool of Forces available for planning, from which the units, aircrafts and vessels that will be the part of the Final Exercise Force Package will be selected.
- Develop the Force Sensing: this document lists units and capabilities that have been formally committed to the operation by NATO and partner Nations as a result of an early engagement of the Force Generation process between SHAPE and Nations.
- Develop CJSOR: this document lists all units and capabilities that the Commander considers necessary for the achievement of the mission goals and will be an annex to operational CONOPS, which feeds the strategic

CONOPS issued by SHAPE.

- Make all the required preparations and facilitate coordination necessary for conducting the FoG Conference (conducted by JFTC replicating SHAPE).
- Develop Allied Forces List (AFL): Final Exercise Force Package that sets the forces available for the operation and the Operational Planning (EP Sub-Phase IIB) and the OPLAN development.
- Develop Allied Disposition List (ADL): the ADL will be an annex to the OPLAN and has to include critical information that is necessary to be included; the Commanders required dates (CRD) and Final Destinations (FD) of units within theatre and that is important for the development of the National DDPs/MNDDP, for CAX (JTLS), OPFOR and MEL/MIL purposes.
- Support other scenario developers in their area of responsibility.
- Perform any other duties as directed by the Division, Branch, Section Chief or Scenario Lead that contribute to the deliverables accomplishment.

4.6.3. Qualifications:

The incumbent will possess the following qualifications:

- Documented military or contractor experience on NATO FoG Process (including FoG for Exercises) area production and management, or completed and certified training/course in NATO operations planning combined with recent two years' hands-on experience within last four calendar years in NATO Exercise FoG Process area production and management.
- Knowledge of current TOPFAS (mainly OPT and OMT) software and its operation.
- Working experience and knowledge of current LOGFAS software and its operation.
- Knowledge and/or experience working with other NATO Community of Interest systems, (e.g. JEMM, TOMM, iGeoSIT, INTELFS, NCOP).
- Recent (last four calendar years) exercise planning experience as a scenario developer FoG and /or Log (SME).
- Recent (last four calendar years) operations planning experience (including exercises).

4.7. Replacement of the appointed Provider Resources due to an illness or other unexpected events is acceptable over the life of the resulting contract. In such case the Contractor will immediately notify the Contracting Officer and will, 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 authorised representative will evaluate such requests and promptly notify the Contractor of their 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 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 AND QUALIFICATIONS

5.1. Proof of Qualifications

The Provider will submit valid and recognised documents to prove that personnel dedicated for each position and task have the required qualifications. Evaluation of submitted documents in terms of their validity and recognition is at discretion of JFTC. Any written statement by the Provider or owner will not be accepted as a valid document.

5.2. Proof of Past Performance

The Provider will deliver a minimum of **three** (3) past performance citations (for work within the past four years) to show that it they successfully completed work that is similar to the requirements outlined in this SOW. The citations will 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

The Provider has to supplement each of the past performance citations with a letter/confirmation from the client confirming successful provision of the services.

6. PLACE OF PERFORMANCE

The main location where the Provider will deliver the service is the Joint Force Training Centre located in Bydgoszcz 85-915, ul. Szubinska 2, Poland. Support to exercise Phase IIB (as described in paragraph 4.1.6) will be executed within Europe – to be confirmed during the exercise planning process.

7. PROVIDER'S PERFORMANCE REQUIREMENTS/REPORTING.

7.1. Provider's Performance Coordination

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

- 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 Provider's duties for completeness and accuracy.
- Review the Provider'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 Provider's invoices to be successfully processed.

The COTR will receive a letter of appointment from the Contracting Officer that in detail will describe his roles and responsibilities to which they will sign formal acceptance. The COTR, while authorised to make direct "without commitment" engagement with the provider, will not have any delegated authority to make any commitments or changes that could affect price, quality, quantity, delivery, scope or other terms and conditions of the contract.

7.2. Provider Reporting.

Within 30 days, the Provider will deliver to the COTR the report on the Work Packages/Milestones completed. The report will include, but not be limited to, the following information:

7.2.1. Summary of work for tasking, deliverables and outcomes for the reporting period.

7.2.2. 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.

8. QUALITY AND ACCURACY OF PRODUCT AND SERVICES

The Provider will ensure quality and accuracy of their products and services are maintained. The Provider agrees to:

8.1. 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.

8.2. All deliverable documents, whether draft or final, will be delivered as an electronic file using an appropriate Microsoft Office suite file format compatible with Office 2016 or newer prior to final submission for JFTC's review, comment and editing.

9. FURNISHED PROPERTY, SERVICES AND RESOURCE MATERIALS

9.1. The Provider will:

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

9.1.2. 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.

9.1.3. Be responsible for proper utilisation and safeguarding of all JFTC property provided for the Provider's use. At the end of the assignment, all JFTC facilities, equipment, and materials will be secured. The Provider's Personnel will immediately report any 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.

9.2. The JFTC will: provide all necessary onsite working space, office supplies, workstations etc., and other materials and logistics required for the performance of services under this SOW.

10. SECURITY AND CONFIDENTIALITY REQUIREMENTS

10.1. Security Requirements. With reference to personal security clearances (PSC) and facility security clearance (FSC) the Directive on Classified Project and Industrial Security (AC/35-D/2003-REV8) applies.

10.2. Personal Security Clearance (PSC). The Provider is responsible for obtaining all needed security clearances for their personnel performing the services under this SOW prior to starting work on this SOW. The Provider will secure a NATO Secret PSC to work at JFTC. No waiver to this requirement will be granted. There is no possibility to assign personnel without the required clearance. If the Provider

cannot assign personnel with the required security clearance on the start date, the Provider will be liable for bid non-compliance or immediate contract termination. The Provider must provide advance written proof of the ability to assign fully cleared personnel prior to the contract award.

- 10.3. Provider's Facility Security Clearance (FSC). The facility of the Provider/Sub-provider will 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 shall be in-place prior to contract award.
- 10.4. Security Conditions. The Provider must adhere to the current security conditions at the JFTC and other work sites. The Provider personnel will 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.
- 10.5. Confidentiality requirements. The Provider will keep confidential any information obtained under or in connection with this Contract and will not divulge the same to any third party without the prior written consent of JFTC. The provisions of this Clause will continue in force notwithstanding the termination of this Contract regardless of the cause for termination.

11. OWNERSHIP OF WORK

JFTC will retain ownership of all documents and products produced under the contract. Documents will be identified as being the property of JFTC and will not be copied, reproduced or utilized for any other purpose, without the written consent of JFTC. The Provider will 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.

12. NON-COMPLIANCE

JFTC reserves the right to refuse services and to remove from the Contract any individual provided by the Provider 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 Provider will remove immediately the personnel from performing under this Contract upon notification by the Contracting Officer. Once the Provider is notified that a particular individual has been disqualified, the Provider will not provide services of such person in any JFTC function, unless reinstatement is granted by the Contracting Officer.

13. MISCELLANEOUS

- 13.1. Personal Appearance. Personnel working under this contract will present a professional appearance commensurate with standards delineated for government civilian/military personnel acting in similar capacities.
- 13.2. Service hours.

Personnel providing services is expected to provide on-site services mainly between 07:30 and 15:30 CET weekdays. However, support to some key events may require longer service hours i.e. between 07:30 and 20:30 CET (conferences/official meetings, workshops, exercise execution, etc.) including weekends.