



NORTH ATLANTIC TREATY ORGANISATION  
JOINT FORCE TRAINING CENTRE  
ul. Szubinska 2  
85-915 Bydgoszcz 15  
Poland  
[www.jftc.nato.int](http://www.jftc.nato.int)



TO: All Prospective Bidders

SUBJECT: Request for Proposal RFP JFTC 18-03 for Battle Laboratory Technical Coordinator Contractor Services.

DATE: 31 August 2018

1. Your company is hereby invited to participate in the Request for Proposal (RFP) for the services identified in Part II. Partial bidding is not authorised.
2. The Bid Closing Date for this RFP shall be at **15:00 Hours (Central European Time) on 03 October 2018**. No bids shall be accepted after this time and date. In accordance with the NATO procurement rules, the bid opening is not public.
3. The following documents are considered as an integral part of this RFP:
  - a. RFP Cover Letter (with Annex A – Acknowledgement of Receipt)
  - b. Part I - Bidding Instructions
  - c. Part II – Statement of Work
  - d. Part III a. JFTC Special Terms and Conditions for Commercial Personnel Services Contracts  
Part III b. JFTC General Contract Terms and Conditions

You are kindly requested to complete and return Acknowledgement of Receipt (at Annex A) within 5 days of receipt of this Request for Proposal. Further correspondence will be mailed only to those companies that have returned this receipt and have indicated there on their intention to participate in the bidding.

Ryszard Piasecki  
JFTC Contracting Officer



**RFP JFTC 18-03, Description of Acquisition  
Bidding Instructions**

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**RFP JFTC 18-03  
REQUEST FOR PROPOSAL  
FOR  
BATTLE LABORATORY  
TECHNICAL COORDINATOR CONTRACTOR SERVICES**

**RFP JFTC 18-03, Description of Acquisition  
Bidding Instructions**

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**RFP JFTC 18-03, Description of Acquisition  
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**PART 1 - BIDDING INSTRUCTIONS**

**1. General**

The purpose of this Request for Proposal (RFP) is the competitive selection of the lowest compliant bidder offering services for the Battle Laboratory Technical Coordinator Contractor services. The result of this RFP will be the Commercial Personnel Services Contract in accordance with the JFTC Special Contract Terms and Conditions. As such, it will be Firm Fixed Price (FFP), Level of Effort contract.

**2. Classification**

This RFP is an UNCLASSIFIED document.

**3. Definitions**

- a) The "Prospective Bidder", shall refer to the entity that has completed and returned the Acknowledgement of Receipt letter of this RFP, and has indicated thereon its intention without commitment, to participate in this RFP.
- b) The term "Bidder", shall refer to the bidding entity that has completed a bid in response to this RFP.
- c) The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this RFP.
- d) The term "Contractor" shall refer to the bidding entity to which the contract is awarded.
- e) The term "Contracting Officer" or "CO" designates the official who executes this RFP on behalf of the JFTC.
- f) "Contracting Officer Technical Representative" or "COTR" is the official who is appointed for the purpose of determining compliance of the successful bid, per the technical specifications.
- g) The term "Key Personnel" shall refer to certain experienced, professional and/or technical personnel essential for successful accomplishment of the work to be performed under the contract that are listed in Technical Evaluation Matrix and whose resumes were submitted by the bidding entity for evaluation of the proposal/ bid.
- h) The term "Statement of Work" (hereinafter referred to as SOW) refers to the technical requirements defined by JFTC
- i) The term "JFTC" shall refer to the Joint Force Training Centre.
- j) The term "ACT" shall refer to the Allied Command Transformation.
- k) The term "NATO", shall refer to the North Atlantic Treaty Organisation.
- l) The term "days" as used in this RFP shall, unless otherwise stated, be interpreted as meaning calendar days.

## **RFP JFTC 18-03, Description of Acquisition Bidding Instructions**

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### **4. Eligibility**

This RFP 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.

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

In accordance with the agreements (Article VIII of the Paris Protocol dated, Paris Protocol dated 25 August 1952) goods and services under this contract are exempt from taxes, duties and similar charges.

### **6. Amendment or Cancellation**

- a) The JFTC reserves the right to amend or delete any one or more of the terms, conditions or provisions of the RFP prior to the date set for bid closing. 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 RFP 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 RFP is cancelled prior to the bid opening, the bids already received shall be returned, unopened to the senders upon their request.

### **7. Clarifications to the Solicitation**

- a) Prospective Bidders should seek clarification at their earliest convenience. Any explanation regarding the meaning or interpretation of this RFP, terms, clause, provision or specifications, shall be requested in writing, from the Contracting Officer. The Contracting Officer must receive such requests for clarification no later than 10 calendar days prior to the bid closing date.
- b) Information in response to a request for clarification to a prospective bidder shall be furnished to all Prospective Bidders (but not the identity of the questioner) as a Question and Answer amendment. All such amendments shall be incorporated into this RFP and published on the JFTC website as part of this solicitation. The published answers issued by the Contracting Officer shall be regarded as the authoritative interpretation of the RFP. Oral interpretations shall not be binding unless confirmed in writing by the Contracting Officer.

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- c) The [Frequently Asked Questions](#) published on the JFTC official website contain answers to some of the commonly asked questions. The aim of FAQ is to help the prospective Bidders to understand our bidding process. Please peruse them first.

### 8. Bid Closing Date

- a) Bids shall be received at the JFTC Contracting Office, **no later than 03 October 2018, 15:00 hours, Central European Time**. No bids shall be accepted after this time and date.
- b) Written 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 10 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.

### 9. Bid Validity

Bids shall remain valid for a period of ninety days (90) from the applicable closing date set forth within this RFP. The JFTC reserves the right to request an extension of validity. The Bidder shall be entitled to either grant or deny this extension of validity. The JFTC shall automatically consider a denial to extend the validity as a withdrawal of the bid.

### 10. Contents of Proposal

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

- a) A table of contents for the entire proposal (Enclosure #1);
- b) The Bidder's full name, address, Points of Contact (POC), telephone number and e-mail address;
- c) Compliance Statement (Enclosure #3);
- d) Appropriate technical documentation to determine whether proposed services, terms and conditions unequivocally comply with all the requirements of this RFP, including Technical Evaluation Matrix (TEM) for the Key Personnel (Enclosure #4). The TEM **must** be supported with Curriculum Vitae **and** copies of certificates, diplomas, letters of reference, letters of appreciation, etc. that would support to ascertain whether the individual have adequately demonstrated that he/she possess the required education, qualifications, experience, skills and knowledge.

The Bidder must provide the index of supporting technical documentation (including document title, page number and reference to TEM criteria #);

- e) Company Price Proposal in sealed format (Enclosure #5);
- f) Certification of Security Clearance (Enclosure #6).

**RFP JFTC 18-03, Description of Acquisition  
Bidding Instructions**

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**11. Proposal Submission**

- a) The proposal shall be made in English language.
- b) Bids must be submitted in accordance with the **DOUBLE ENVELOPE SYSTEM**. The **Outer Envelope** or parcel should be duly sealed and carry the following information as presented in the Enclosure #2. The outer envelope must contain **two (2) inner envelopes**, namely:
  - **Inner Envelope A** – containing **Technical and Administrative Proposal**
  - **Inner Envelope B** – containing **Price Proposal****each of them separately sealed and identified (including bidder name).**
- c) An electronic copy (via e-mail) of the Technical and Administrative proposal of maximum 1 PDF file (not exceeding 8MB) is required to the Contracting Officer, prior to the established Bid Closing Date. The Bidders shall not include the Price Proposal.
- d) Partial bidding is not permitted.
- e) Proposal packages may be made by mail, courier or hand carried.
- f) Proposal packages are to be handed to a member of Contracting Office or other member of the Budget and Finance Branch, who shall endorse the package with a time date and delivery official shall counter sign, as to the accuracy of the recording. The delivery shall be scheduled between 08:00 and 15:00 CET (between Monday and Friday only).
- 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 Contract Award Committee into PLN on the basis of the Bank Pekao S.A. selling exchange rates at close of business of the last working day preceding the Bid Closing Day.
- 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.

**12. Late Proposals**

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



## RFP JFTC 18-03, Description of Acquisition Bidding Instructions

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### 13. Bid Withdrawal

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

### 14. 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. Contract award decision shall be based upon the "Best Value" approach described below. Such determinations shall be consistent with the evaluation criteria specified in the RFP. The JFTC is not responsible for any content that is not clearly identified in any proposal package.
- b) Prior to the commencement of the Technical and Price Evaluation, Bids will be reviewed for administrative compliance with the Bid Submission Requirements of this RFP. These are as follows:
  - (1) The Bid was received by the Bid Closing Date and Time.
  - (2) The Bid is complete, i.e. contains a separate price and separate technical Bid, and it comes in two separate and closed envelopes as described in point 11.b).
  - (3) The bidder has submitted originally signed copies of the required Certificates and Statements and provided all other required Enclosures.
  - (4) The Bid is made in English language. Any documents supporting the bid that are not translated into English language (self-translation will be accepted) shall not be considered eligible.
  - (5) The Technical Proposal is complete and meets the purpose of this RFP (for details please see point 10. d).

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), to include appropriate technical documentation (as specified in point 10. d)). In addition to the technical documentation screening and evaluation the CAC may conduct either an in person or telephonic interview with the proposed service provider (Key Personnel) of the preliminarily compliant company. The interview aim is to further assess the quality of language skills as well as verify the compliance with technical requirements defined in the SOW. Additionally, the CAC may acquire the Key Personnel's past performance reference from previous supervisors, employers, contractors.
- d) Upon determination that the technical volume is responsive and technically compliant, such offers shall be approved to the next phase (price) of the two-step bidding process.
- e) Successful cost price criteria (Lowest Price Technical Compliant Offer). The CAC shall open and record the price proposals of the Technically Compliant Offers only. No deviation from proposed pricing is authorised.

## **RFP JFTC 18-03, Description of Acquisition Bidding Instructions**

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### **15. 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).

### **16. Award**

- a) The JFTC contemplates to award a contract to a single source.
- b) The JFTC Contract Award Committee shall award the contract to the Bidder whose conforming proposal represents the lowest compliant offer.
- c) The JFTC reserves the right to negotiate down the price in case the Lowest Priced offer exceeds JFTC budget allocated for the contract execution. Please note that the estimated annual budget for this requirement is 180,000.00 PLN net (12 months value).
- d) The JFTC reserves the right to negotiate minor deviations to the listed Special and General Terms and Conditions to this RFP.
- e) Contract Award date is anticipated in October 2018.

### **17. Communications**

All communication related to this RFP, between a prospective 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 RFP. Such adherence shall ensure fair and open competition with equal consideration and competitive footing leverage to all interested parties.

### **18. Point of Contact**

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

All correspondence shall be forwarded to:

Joint Force Training Centre  
BUDFIN – Contracting Office  
RFP JFTC 18-03  
ul. Szubinska 2  
85-915 Bydgoszcz (Poland)

# RFP JFTC 18-03 Proposal Content / CHECKLIST

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**Enclosure 1**

Table of Contents

## **ADMINISTRATIVE**

- Bidder`s full name, address, POC, telephone number, fax number, e-mail address.
- Compliance Statement (Enclosure #3).
- Certification of Security Clearance (Enclosure #6)

## **TECHNICAL**

- Technical proposal, including:
  - Technical Evaluation Matrix (TEM) - (Enclosure #4)
  - Index of supporting technical documentation (including document title, page number and reference to TEM criteria #)
  - Curriculum Vitae (resume)
  - Copies of certificates, diplomas, letters of reference, letters of appreciation, etc.

## **PRICE**

- Price Proposal (Enclosure #5).

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This Enclosure is designed to assist the respective company to provide the JFTC with all necessary documents/information required. For clarification, please refer to Bidding Instructions of subject solicitation.

RFP JFTC 18-03, Address Label

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**Enclosure 2**

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

**SEALED BID TO RFP JFTC 18-03**  
**(to be opened by Contract Award Committee only)**

**Sender:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Joint Force Training Centre (JFTC)**  
**BUDFIN**  
**Attn: Ryszard PIASECKI**  
**RFP JFTC 18-03**  
**ul. Szubinska 2**  
**85-915 Bydgoszcz**  
**POLAND**

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This Enclosure is designed to assist the respective company to provide the JFTC with all necessary documents/information required. For clarification, please refer to Bidding Instructions of subject solicitation.

# RFP JFTC 18-03, Compliance Statement

## Enclosure 3

It is hereby stated that our Company has read and understood all documentation issued as a part of the RFP JFTC 18-03. There are no further questions or requests for clarifications regarding this RFP.

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

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

The proposal of our Company submitted in response to the referenced solicitation is fully compliant with the provisions of RFP JFTC 18-03, 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 RFP 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.

## RFP JFTC 18-03, Technical Evaluation Matrix

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### ENCLOSURE 4

Contractor’s technical proposals will be assessed on the qualifications of the individuals proposed to perform the service. Individuals’ résumés will be measured against each of the criteria specified below in order to ascertain whether the individuals have adequately demonstrated that they possess the required qualifications. The JFTC reserves the right to conduct interview of nominated candidates. Examples of how detailed knowledge levels were attained are expected. Ultimately Bidders shall clearly demonstrate by providing unequivocal reference to where candidates meet the criteria set forth in this solicitation.

The bids will be evaluated as follows:

- Compliant (C)           =       Meets the criterion
- Not compliant (N)     =       Proposal will be deemed non-compliant

### POSITION: BATTLE LABORATORY TECHNICAL COORDINATOR

**KEY PERSONNEL NAME:** .....

#	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	2 years (within the last 4) of working level experience in integrated computer/ communication networks, preferable NATO ones including Combined Federated Battle Lab Network (CFBL)		
2	2 years (within the last 4) of working level experience in NATO C2, Functional and constructive simulation systems		
3	2 years (within the last 4) of extensive experience within a multi-national military training environment		
4	Experience in NATO Communication and Information (CIS)/Automated Information Systems (AIS) processes and maintenance		

## RFP JFTC 18-03, Technical Evaluation Matrix

5	Experience in installation of current CIS/AIS hard- and software into existing systems in a military environment including the required administrative processes, including info-security related topics		
6	Working level experience in handling of network infrastructure such as hubs, routers, switches etc.		
7	Working level experience in coordinating, preparing and executing small IT related projects as team leader or equivalent with proven problem solving and team integration skills		
8	University degree or equivalent in computer science or other relevant scientific discipline		
9	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 7.2.3.</i>		

## RFP JFTC 18-03, Mandatory Price Proposal Format

**Enclosure 5**

On behalf of (**Insert: Company Name**) please find the Price Proposal submitted in accordance with the terms and conditions stated in the RFP JFTC 18-03 and solicitation provisions.

**POSITION: BATTLE LABORATORY TECHNICAL COORDINATOR CONTRACTOR**

**KEY PERSONNEL NAME:** .....

Requirement Description	BASE PERIOD	OPTION PERIOD #1	OPTION PERIOD #2	OPTION PERIOD #3	OPTION PERIOD#4
Battle Laboratory Technical Coordinator Contractor Services during the JFTC Operating Hours (weekdays)	Rate per man-hour: ..... Total for 1800 man-hours: .....	Rate per man-hour: ..... Total for 1800 man-hours: .....	Rate per man-hour: ..... Total for 1800 man-hours: .....	Rate per man-hour: ..... Total for 1800 man-hours: .....	Rate per man-hour: ..... Total for 1800 man-hours: .....
Battle Laboratory Technical Coordinator Contractor Services during weekends and JFTC Holidays	Rate per man-hour: ..... Total for 40 man-hours: .....	Rate per man-hour: ..... Total for 40 man-hours: .....	Rate per man-hour: ..... Total for 40 man-hours: .....	Rate per man-hour: ..... Total for 40 man-hours: .....	Rate per man-hour: ..... Total for 40 man-hours: .....
Total value	For 1840 man-hours.....	For 1840 man-hours.....	For 1840 man-hours.....	For 1840 man-hours.....	For 1840 man-hours.....

**Grand Total Contract Net Price** \_\_\_\_\_ **Currency** \_\_\_\_\_

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

Authorized Company Official:

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

Title: \_\_\_\_\_

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

Date: \_\_\_\_\_

While the proposed hourly rates must be fully "loaded" and they shall not include per diem (meals & lodging) and travel. Travel on duty and related expenses will not be covered under this contract, but handled separately in accordance with the JFTC Directive – Travel on International Duty. The weekend and JFTC Holidays proposed man-hour rate cannot be lower than the man-hour rate offered for the JFTC Operating Hours (weekdays). Additionally, the man-hour rates cannot decrease from year to year.



**Certification of Security Clearance**

The Bidder hereby certifies that the proposed key personnel 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<sup>1</sup>. 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 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.

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

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

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

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<sup>1</sup> Please see the anticipated Contract Award Date defined in the Bidding Instructions.

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# STATEMENT OF WORK

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## STATEMENT OF WORK FOR CONTRACTOR SUPPORT AS BATTLE LABORATORY TECHNICAL COORDINATOR FOR TRAINING CAPABILITY AND CONCEPT DEVELOPMENT BRANCH (TCCD) OF JOINT FORCE TRAINING CENTRE (JFTC), BYDGOSZCZ (POLAND)

### 1. Introduction

The Plans & Development Division (PDD) focuses on future planning & programming, capability & concept building and development support (including tests and experiments), and on analysis for training & exercises as well as for the JFTC as an institution. The Training Capability and Concept Development Branch ensures the JFTC input and support to internal and external capability building and concept development process by plan, prepare and execute experiments, tests and wargames to be integrated into exercises and training (Battle Laboratory Capability).

### 2. Background and Scope of Work

#### 2.1. Background

TCCD Branch manages and maintains the Centre's experimentation and testing platform - the JFTC Battle Laboratory (Lab). The Lab is an exploration and testing capability, based on NATO training use cases and best practices, supported by hardware, software, IT Infrastructure, process and guidelines. With this capability, the JFTC meets the given experimentation, testing and interoperability mission as part of the ACT transformational activities.

To meet the military requirements for experimentation and testing, the JFTC Battle Lab – as the major production tool – replicates a multi-domain warfare environment in which it runs experiments, test and wargames by using joint tactical level operations scenarios created via a federation of M&S tools and NATO C2 and Information systems (C2I).

The JFTC Battle Lab is a physical location for which security, hard- and software and IT connectivity (In-House and external networks) must be technically managed and coordinated between JFTC, NATO Communication and Information Agency (NCIA) and internal and external users.

#### 2.2. Contractor Support

In the current Peacetime Establishment the technical coordination functions (CIS and M&S) and technical set-up support for the Battle Lab IT platform are not resourced. JFTC is therefore seeking a contractor support services for these functions in the JFTC Battle Lab.

## STATEMENT OF WORK

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### 3. Type of Contract and Level of Effort

- 3.1. Type of Contract. This is a Commercial Personnel Services Contract in accordance with the JFTC Special Terms and Conditions for Commercial Personnel Services further referred to as the JFTC Special Terms and Conditions; as such it is a Level of Effort contract with a maximum limit or fraction thereof as set forth in the Statement of Work (SOW). All employer responsibilities for the Contractor Personnel performing under this Contract shall lie with the Contractor.
- 3.2. Level of Effort.
- 3.2.1. 1840 man-hours which are further defined in the JFTC Special Terms and Conditions. The service may involve up to 40 hours during weekends and the JFTC holidays. These 40 hours are the part of the 1840 man-hours. However, these man-hours are part of the annual man-hours limit. The Contractor shall apply best efforts towards accomplishing the contract work effort. It is understood and agreed that the monthly man-hour expenditure may fluctuate in pursuit of the technical objective. However, such fluctuations shall be controlled by the Contractor and the Contracting Officer Technical Representative (COTR) to avoid exhaustion of total man-hours before the expiration of the term of the Contract.
- 3.2.2. Surge Effort. Surge capability requirement is included to have a contract vehicle in place should emerging circumstances require a quick and temporary increase in contractor personnel or additional effort from existing personnel (to meet specific requirements within the scope of the existing SOW). The Contractor shall be prepared to provide support services in the areas described above. Surge effort will not exceed 30% of annual man-hours and the rate for surge effort shall not exceed base/option period rate. Exercise of this contract vehicle is contingent upon availability of additional funding. Separate purchase orders, which shall serve as the payment vehicle, shall be issued for each portion of surge effort hours requested by JFTC.
- 3.2.3. Continuity. Any temporary absence of the Contractor's personnel caused by external factors (such as illness) shall be compensated by the Contractor by immediate assignment of substitute personnel with the same level of qualifications, so that continuity of the service can be maintained without interruption. For more details please refer to Point 7.1.

### 4. Period of Performance

- 4.1. Base period – from 01 January 2019 until 31 December 2019.
- 4.2. Option periods: There are 4 (four) contract option periods from 01 January until 31 December 2020, 2021, 2022 and 2023 that may be exercised at the sole discretion of the JFTC Contracting Officer (CO), based on ongoing/ evolving requirements, satisfactory performance, and availability of funds.

## STATEMENT OF WORK

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### 5. Tasking and Deliverables

- 5.1. The Contractor shall be assigned to the TCCD Branch, within the PDD. The Contractor will work with JFTC personnel, NATO agencies, other NATO and national entities and industry to coordinated and provide technical support for preparing and executing test, experiments and wargames using the Battle Lab IT platform including networks. The following subsections describe the specific tasks for the position.
- 5.2. The Battle Lab Technical Coordinator is to:
- Conduct the function as technical custodian and coordinator for the JFTC Battle Lab and its utilization, including but not limited to software version integrity, licensing, and configuration control.
  - Act as the first point of contact for the NCIA Customer Support Unit (CSU) Bydgoszcz as the local IT service provider for all technical issues related to the current designated JFTC Battle Lab IT platform and coordinate within JFTC.
  - Coordinate and support, prepare, build-up/custom-tailor, execute and tear-down JFTC Battle Lab technical platform including validation of the technical solution in close coordination with NCIA CSU Bydgoszcz and the customer(s).
  - Provide first line trouble shooting for networking and M&S software in close coordination with NCIA CSU Bydgoszcz and NCIA HQ located in The Hague.
  - Contribute - with focus to the technical aspects- to the development/modification of the JFTC Battle Lab technical platform and the related Standard Operating Procedures (SOP) and Concepts.
  - Ensure and coordinate the JFTC Battle Lab connectivity using NATO networks, the internet and the Combined Federated Battle Lab Network (CFBL) or similar as directed.
  - Coordinate and provide the JFTC Battle Lab technical infrastructure and its associated M&S and CIS systems and services to support internal and external events as directed.
  - Assist the Battle Lab/Test Senior Engineer (ICT) and the Battle Lab/Test Engineer (M&S) to ensure suitable allocation of hardware, software and networks for tests and experiment functions and processes.
  - Conduct and coordinate initial feedback analysis on the technical solution and support post event feedback and minutes.
- 5.3. The duties above are reflecting only the essential parts the various types of duties that may be performed. Specific statements of tasks not included do not exclude them from function if the work is similar, related, or a logical assignment to the function. SOWs are subject to change by the JFTC as the needs of the JFTC and work requirements change.

## STATEMENT OF WORK

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### 6. Contractor Execution Coordination and Reporting

#### 6.1. Contract Execution Coordination

The Contractor is expected to establish his/her own daily routine based on a self-assessment of defined requirements and priorities. The Contractor is reporting to assigned COTR. The COTR may provide additional guidance as required or requested and may provide prioritization of work. The Contracting Officer, in consultation with the COTR(s), shall administer the Contract and has final authority to determine if the Contract/SOW should be amended, extended, or cancelled for evolving requirements, new tasking, and/or technical non-performance. The COTR shall:

- Resolve outstanding disputes, problems, deficiencies, and/or questions on the technical aspects of the SOW.
- Review (and approve) all Contractor duties for completeness and accuracy.
- Review the Contractor's work at a minimum of monthly, or more often if needed. The COTR's written approval of work reported and deliverables submitted is mandatory for Contractor's invoices to be successfully processed.
- The COTR, while authorized to make direct "without commitment" engagement with the contractor, will not have delegated authority to make any commitments or changes that affect price, quality, quantity, delivery, scope or other terms and conditions of the contract.

#### 6.2. Reporting

For each supporting area defined in point 5 of this SOW, the Contractor(s) shall submit a monthly report to the COTR, detailing progress on the SOW for the reporting period. The report shall include, but not be limited to, the following information:

- Summary of work for tasking and deliverables for the reporting period.
- Contract man-hours expended showing a comparison with budgeted hours.
- 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. The Contractor is expected to work closely with other team members, SMEs, and designated JFTC personnel. Consequently, the Contractor is expected to promptly address all identified problems and deficiencies, providing the COTR with written information on how the problem shall be corrected and addressing any impact to on-going work.

## STATEMENT OF WORK

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### 7. Personnel Required for Statement of Work

#### 7.1. General

The Contractor shall provide the qualified and experienced resources able to execute the described work. The services shall be performed by professional individuals educated, experienced, qualified and skilled as described within this SOW.

If the key personnel for whatever reason becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding thirty (30) work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the Contracting Officer and shall, subject to the concurrence of the Contracting Officer or his authorized representative, promptly replace such personnel 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 or needed by him to approve or disapprove the proposed substitution. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the services ordered, the contract may be terminated by the Contracting Officer for default or for the convenience of the JFTC, as appropriate. Alternatively, 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.

#### 7.2. Professional Requirements

##### 7.2.1. Experience

- 2 years (within the last 4) of working level experience in integrated computer/communication networks, preferable NATO ones including Combined Federated Battle Lab Network (CFBL).
- 2 years (within the last 4) of working level experience in NATO C2, Functional and constructive simulation systems.
- 2 years (within the last 4) of extensive experience within a multi-national military training environment.
- Experience in NATO Communication and Information (CIS)/Automated Information Systems (AIS) processes and maintenance.

## STATEMENT OF WORK

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- Experience in installation of current CIS/AIS hard- and software into existing systems in a military environment including the required administrative processes, including info-security related topics.
- Working level experience in handling of network infrastructure such as hubs, routers, switches etc.
- Working level experience in coordinating, preparing and executing small IT related projects as team leader or equivalent with proven problem solving and team integration skills.

### 7.2.2. Education/Training

University degree or equivalent in computer science or other relevant scientific discipline.

### 7.2.3. Language

Native English language speaker or individual presenting very good command of spoken and written English, with a proven ability to communicate effectively orally and in writing at the level of (SLP) NATO STANAG 6001 - 3333 (Listening, Speaking, Reading and Writing). To meet this requirement the Contractor must provide one of the following pertaining to the Key Personnel':

- NATO STANAG 6001 – 3333 certificate,
- Common European Framework (CEF) B2+ Vantage+ certificate,
- Council of Europe (COE) B2 Vantage certificate,
- Association of Langue Testers in Europe (ALTE) level 3 Independent User certificate,
- Cambridge ESOL – FCE certificate,
- International English Language Testing System (IELTS) - level 5 certificate.

In lieu of the certificates it will be at the discretion of the JFTC contract award authorities, to consider equivalent English proficiency the following:

- Evidence having an English-speaking background\*, or
- Evidence of being employed for at least 24 months within last 3 years in a position that's required the Key Personnel to carry its duties in English language as primary. To document fulfilment of this requirement a written reference on company letterhead from the employer providing their contact details and details of employment with them is mandatory, or
- Evidence of provision of the services under the contract (as the prime contractor or sub-contractor) for at least 24 months within last 3 years with tasks required the Key Personnel to carry its duties in English language as primary. To document fulfilment of this requirement a written reference on company letterhead providing their contact details and details of service provided to them is mandatory.

\* The JFTC will consider the Key Personnel to have an *English-speaking background* if it can be proved that the Key Personnel:

- completed primary and at least three years' secondary schooling provided in English as primary language, or

## STATEMENT OF WORK

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- 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.

7.2.4. Must possess current, valid NATO SECRET Security Clearance (for details please refer to point 11 of this SOW).

### **8. Place of Performance**

The Contractor shall deliver the service mainly at the Joint Force Training Centre located in Bydgoszcz 85-915, ul. Szubinska 2, Poland. The Contractor is expected to perform the majority of the required work at JFTC premises, or in alternate locations as per travel requirements at locations specified by the COTR. The COTR and CO must approve trips and per diem in advance of all travel.

### **9. Required Travel for Personnel Services Contracts**

9.1. Travel may be required (within and outside NATO's boundaries). As a general rule, contractors are authorised to travel on duty only in exceptional circumstances. The contractor may, however, be required to travel up to 60 calendar days each year. Expenses incurred for travel shall be billed at a cost, not to exceed economy air or second-class rail ticket.

9.2. Any official travel shall be approved by the CO, Fund Manager and Deputy Commander/Chief of Staff through designated COTR and will be conducted in accordance with NATO travel regulations.

9.3. Reimbursement will be in accordance with the JFTC Directive 60-50 – Travel on International Duty. Rates of per diem shall be that of a NATO employee as provided in the NATO per diem rates chart.

### **10. Furnished Materials and Services**

JFTC shall provide all necessary working space, office furniture, telephones, computers, software, peripherals and support equipment; office supplies; classified/unclassified storage space; and access to unclassified and classified NATO wide area networks (WAN) (granted on an as needed basis to individuals with appropriate security clearances) and the Internet for work to be performed at all NATO sites. The Contractor shall have full access to the Microsoft Office Suite of applications.

### **11. Security**

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

11.2. Personal Security Clearance



## STATEMENT OF WORK

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

### 11.3. Contractor's Facility Security Clearance

The facility of the Contractor/Sub-contractor shall hold a NATO Secret Facility Security Clearance without storage capabilities where required by applicable national regulations.

The Bidders may provisionally participate in a bidding process pending final receipt of the national clearances. However, all clearances required to execute the contract should be in-place prior to contract award.

### 11.4. Security Conditions

The Contractor must adhere to current security conditions at the JFTC and other work sites. The Contractor personnel shall comply with all local host nation, NATO security provisions and other policies and procedures, as required. Access passes will be provided subject to the JFTC regulations.

### 11.5. Confidentiality requirements

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

## 12. Ownership of Work

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

## STATEMENT OF WORK

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### 13. Non-compliance

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

### 14. Miscellaneous

Personal Appearance.

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

As the personnel need to coordinate/ de-conflict between military, government civilian and industry members, the given skills and manners in communication and networking/team-working abilities shall reflect this functionality of the position.



**NORTH ATLANTIC TREATY ORGANISATION**  
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**JFTC Special Terms and Conditions**  
**for Commercial Personnel Services Contracts**

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**1. SCOPE**

These Special Terms and Conditions address all issues pertaining to Commercial Personnel Services to be rendered by the Contractor to JFTC under this Contract, thereby taking precedence over the JFTC General Terms and Conditions.

**2. TYPE OF CONTRACT**

As far as Commercial Personnel Services under this Contract are concerned this is a Level of Effort Contract with a not to exceed limit presented by the man years or fraction thereof, as provided in the SOW. This Contract establishes a contractual relationship strictly between the Contractor and JFTC. All financial risks and liabilities undertaken by the Contractor for the purpose of the service provision fall with the Contractor. All employer responsibilities for the Contractor Personnel performing under this Contract shall lie with the Contractor. In case the Contractor is self-employed individual those Special Terms and Conditions referring to the Contractor Personnel are equally applicable to him/her except for individual leave entitlement which is to be considered as period of permitted absence.

**3. DEFINITIONS**

a. Billable Hours

As further specified in these Special Terms and Conditions, hours spent by the Contractor Personnel in the immediate performance of this Contract for which the Contractor may bill JFTC at the hourly rate set out in this Contract.

b. Commercial Personnel Services

As specified in the SOW, the continuous performance to be provided by the Contractor Personnel. The amount of Commercial Personnel Services is calculated on the basis of Man Years or a fraction thereof.

c. The Contractor Personnel

An individual/individuals employed by the Contractor to perform the services required under this Contract for JFTC.

d. JFTC Work Days

Mondays through Fridays with the exception of JFTC Holidays, which are listed in JFTC Directive 19-02. The number of JFTC Holidays may vary from year to year.

e. JFTC Operating Hours

As provided for in JFTC Directive 19-03.

f. Man Year

1840 hours of the service to be rendered by one Contractor Personnel within one calendar year. The basis of this calculation is 46 weeks of contract

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performance at 40 hours assuming 5 JFTC work days per week. As a baseline the further assumption is: 15 working days of JFTC Holidays and 15 JFTC Work Days as the minimum individual leave. As, in particular, the number of individual leave days may be greater and the number of JFTC Holidays may vary. In no event shall the ceiling of 1840 hours per man year or corresponding fraction thereof be exceeded.

### **g. Products**

Any item, document, writing, study, briefing, data base, piece of software or any other physical or intellectual result of the performance of the commercial personnel service or the associated interaction with NATO staff which may be subject to ownership rights.

## **4. DELIVERY OF SERVICE**

All Commercial Personnel Services under this Contract will be performed primarily on JFTC Work Days and during JFTC Operating Hours.

## **5. EXCEPTIONS FROM THE DELIVERY OF SERVICE**

Under exceptional circumstances Commercial Personnel Services may be provided outside of the limitations for the Delivery of Services stated in paragraph 4, as directed by the respective COTR.

## **6. COORDINATION OF DELIVERY OF SERVICE**

In order to ensure a balanced professional performance of the Contractor Personnel during their performance for JFTC, the Contractor shall ensure that each Contractor Personnel will take his/her applicable leave. All periods of non-delivery of services must be coordinated with the respective COTR.

## **7. COORDINATION OF ABSENCES**

To ensure the uninterrupted flow of JFTC projects, any absence by the Contractor Personnel requires earliest possible coordination with the COTR. Generally, such absence requires the approval by the COTR.

### **a. Personal Leave**

At the beginning of the Contract the Contractor and the COTR will establish a leave plan for each Contractor Personnel.

### **b. Illness**

Should absences caused by illness affect the performance of an JFTC project, the Contractor, upon request by the Contracting Officer, shall immediately replace the incapacitated Contractor Personnel with an equally qualified individual. JFTC reserves the right to approve such substitute based on his/her suitability and qualifications.

c. Other Absences

Unless otherwise arranged for, the Contractor shall ensure the full presence of the Contractor Personnel in accordance with Delivery of the Service set out in paragraph 4.

**8. BILLABLE HOURS**

Only time spent by the Contractor Personnel in the immediate performance of this Contract, subject to the rules and procedures set out in paragraph 12 and 14.

a. Billable hours on travel

The maximum number of billable hours for travel time (between the primary location of duty and the destination of travel) is eight (8).

b. Billable hours on courses, conferences and workshops.

In case the Contractor Personnel is sent by the JFTC on duty travel to attend a course, conference or workshop, the maximum number of billable hours for any given work day at the destination where the course, conference or workshop takes place is eight (8).

c. Non-performance

Personal leave, closing of the Headquarters by the order of the JFTC Chief of Staff, sickness, company coordination, company reports, training not required or ordered by JFTC, breaks (except the mid-day break as defined in JFTC Directive 19-03), internal social events (except for the obligatory participation in official JFTC events, as ordered by the Commander or the Chief of Staff) or any other activity not immediately related to the performance of the services required under this Contract do not constitute billable hours.

**9. COMMITMENT OF CONTRACTOR PERSONNEL**

The Contractor warrants that the Contractor Personnel initially presented for the performance of this Contract will perform this Contract for its duration. Any exchanges of the Contractor Personnel shall meet the requirements of the SOW and be performed only with written consent by the Contracting Officer.

**10. DEFICIENT PERFORMANCE**

Should committed Contractor Personnel perform unsatisfactorily the Contractor will exchange such Contractor Personnel, at the request of the Contracting Officer for Contractor Personnel meeting the quality requirements set out in the SOW.

**11. CONTRACTOR RESPONSIBILITY FOR CONTRACTOR PERSONNEL**

The Contractor, and in the case being, the sole proprietor, as the employer of the Contractor Personnel performing the services under this Contract shall be fully responsible for all insurances, emoluments as well as taxes and payments to the health, social security, registration fees, the contractor's running costs and any

## **NATO UNCLASSIFIED**

other applicable mandatory contributions. In case of duty travels to high risk areas required by JFTC, the Contractor may be reimbursed the insurance costs by JFTC, if so decided by the Chief of Staff.

### **12. BILLING**

The Contractor shall bill time for the Contractor Personnel at the hourly rate set out in this contract ONLY for billable hours. The remuneration shall cover all the Contractor's expenses, except for travel expenses as described in 13 below.

### **13. BILLING FOR TRAVEL**

Travel by the Contractor Personnel shall be authorised and reimbursed in accordance with ACT Financial Manual Section 24, "Contractor Travel" and JFTC Directive 60-50 – Travel on International Duty.

### **14. INVOICES**

All invoices shall be provided by the Contractor in accordance with the General Terms and Conditions to this Contract. Additionally, the invoices for Commercial Personnel Services shall contain, at a minimum:

- a. A breakdown of the Contractor Personnel;
- b. The billable hours performed by each of them by day; and also
- c. Indicating travel, absences and other relevant information.

### **15. INSTRUCTIONS FOR SAFETY AND MANAGEMENT OF THE JFTC FACILITIES**

The Contractor shall ensure that the Contractor Personnel honour all JFTC Directives and further guidance by the Chief of Staff regarding the safety and management of JFTC.

### **16. WORK SPACE**

If provided for in the SOW, JFTC will provide working spaces for the Contractor Personnel. Should these spaces not be considered adequate by the Contractor, the Contractor will at its own expense ensure working spaces in the immediate vicinity of the identified location of performance.

### **17. REPRESENTATION OF JFTC/NATO**

When dealing with third parties during the execution of this Contract, the Contractor Personnel shall present themselves as representatives of the Contractor working under contract for JFTC/NATO. Contractor Personnel shall not take decisions or commitments for JFTC/NATO.

**18. OWNERSHIP OF WORK PRODUCTS**

All Products created by the Contractor Personnel under this Contract are to be original and are the property and under the copyright of JFTC, unless otherwise specifically stated in this Contract.





**NORTH ATLANTIC TREATY ORGANISATION**

**JOINT FORCE TRAINING CENTRE**  
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**JFTC General Contract Terms and Conditions**

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### **1. DEFINITIONS**

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

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

### **2. APPLICABLE LAW**

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

### **3. ASSIGNMENT**

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

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

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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.

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### 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.

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- 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.

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

## 12. INVOICES

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

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

### 13. PAYMENT

Payment shall be made for items accepted by JFTC that have been delivered to the delivery destinations set forth in this Contract. Payments under this Contract may be made by JFTC by electronic funds transfer payments. In the event the Contractor, during the performance of this Contract, elects to designate a different financial institution for receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information must be obtained by JFTC thirty (30) days prior to the date such change is to become effective. The documents furnishing the information



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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. DISPUTES**

Except as otherwise provided, during the period of performance, any dispute between the parties arising out of the performance of this Contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of JFTC shall be final and conclusive unless, within thirty (30) days from the date of receipt of

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

### **18. TERMINATION FOR CONVENIENCE**

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

### **19. TERMINATION FOR DEFAULT**

- a. JFTC may, subject to the provisions of paragraph c. below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
  - (1) If the Contractor fails to make delivery of the supplies or to perform the Services within the time specified herein or any extension thereof; or
  - (2) If the Contractor fails to perform any of the other provisions of this Contract, or does not make adequate progress such that failure endangers performance of this Contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
- b. In the event JFTC terminates this Contract in whole or in part as provided in paragraph a, of this clause, JFTC may procure supplies or services similar to those so terminated and the Contractor shall be liable to JFTC for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- c. Except with respect to defaults of sub-Contractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to

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perform is caused by the default of a sub-Contractor, and if such default arises out of causes beyond the control of both the Contractor and sub-Contractor, without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the sub-Contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

- d. If this Contract is partly terminated as provided in paragraph a. of this clause, JFTC, in addition to any other rights provided in the clause, may require the Contractor to transfer the ownership and deliver to JFTC in the manner and to the extent directed by the Contracting Officer:
- (1) Any completed supplies and
  - (2) Such partially completed supplies and materials, parts, tools, die, jigs, fixtures, plans, drawings, information and contract rights (hereinafter called "Manufacturing materials") as the Contractor has specifically produced or Specifically acquired for the performance of such part of this Contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in the possession of the Contractor in which JFTC has an interest. Payment for completed supplies delivered to and accepted by JFTC shall be at the contract price. Payment for manufacturing materials delivered to and accepted by JFTC and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and the Contracting Officer; failure to agree such amount shall be a dispute concerning a question of fact within the meaning of the clause of this Contract entitled "Dispute". JFTC may withhold in accordance with Polish Civil law from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Officer determines to be necessary to protect JFTC against loss.
- e. If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the Contract contains a clause providing for termination for convenience of JFTC, be the same as if the notice of termination had been issued pursuant to such clause. If, after such notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this Contract does not contain a clause providing for termination for convenience of JFTC the Contract shall be equitably adjusted to compensate for such termination and the Contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract entitled "Disputes",
- f. Both parties are under duty of good faith. The Contract includes not only the specific terms, but also law and customary practice applicable in the place where the Contract is to be carried out and to the Type of Trade to which the Contract relates.

**20. LIMITATION OF LIABILITY**

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

**21. EXPORT CONTROL**

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

**22. RISK OF LOSS**

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

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

**23. AUTHORIZATION TO PERFORM**

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

**24. PERFORMANCE**

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

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### 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 AND PUBLIC RELATIONS**

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

**34. CODE OF CONDUCT**

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

**35. SOFTWARE RELEASES AND UPDATES**

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

**36. OTHER PROVISIONS**

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



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Host Nation Support Unit In-processing Office may provide assistance in this regard, but cannot be held liable or accountable in any manner for the assistance so provided.

### e. Medical

- (1) The Contractor is responsible for providing adequate medical insurance to meet the requirements in Host Country legislation and need of the Contractor Personnel while performing at the normal duty station as well as on travels. JFTC will at no point be held responsible for any costs associated with medical or dental assistance provided to or requested by the Contractor Personnel.
- (2) Contractor Personnel will be admitted, at no charge, to consult JFTC Medical Advisor on the same terms as JFTC Staff, in case of emergencies or need for basic medical assistance.

### f. Driver's License and Vehicle Operation

- (1) A driver's license held by Contractor Personnel is accepted by Poland as valid i.a.w. the SA, Art. 14.4.d.
- (2) Contractor Personnel are generally not permitted to operate JFTC official vehicles.

g. If approved under the authority of the Commander or by an authority so responsible, the Contractor Personnel shall have access to morale, welfare, and recreation services commensurate with those provided to other Contractor Personnel.

h. The JFTC will issue a letter explaining their function and position at JFTC to be used as a proof for their performance of work for NATO and solicitation for recognition under the SA.

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

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

## 38. ENFORCEMENT

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

## 39. ORDER OF PRECEDENCE

Any inconsistencies in the solicitation or Contract shall be resolved by giving precedence in the following order: (1) Special Terms and Conditions; (2) General Terms and Conditions and Purchase Order terms; (3) solicitation provisions if this is a solicitation; (4) the specification/statement of work; (5) other JFTC documents, exhibits and attachments; (6) addenda to this solicitation or Contract, including any license agreements for computer software, or other contract agreements.

**40. ENTIRE AGREEMENT**

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