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NORTH ATLANTIC TREATY ORGANISATION

JOINT FORCE TRAINING CENTRE
ul. Szubinska 2
85-915 Bydgoszcz 15
Poland



TO: Potential Bidders

DATE: 12 April 2021

SUBJECT: Simplified Acquisition – Request for Proposal SA RFP JFTC 04-21 for Renting Tents for Training Events hosted at Joint Force Training Centre.

Bid Closing Date: 26 April 2021, 13:00 CET

Target Contract Award Date: before 30 April 2021

Type of Contract: Firm-Fix-Price, Level of Effort

Bidding Procedure: Simplified Acquisition

Basis of Contract Award: JFTC will award the contract to the Bidder whose conforming proposal represents the technically compliant lowest priced offer.

Classification: NOT CLASSIFIED

Eligibility: Governmental or commercial entities that originate or are chartered/incorporated within NATO-member nations.

Delivery location(s): Joint Force Training Centre, Bydgoszcz, Poland

Contents of Proposal: The proposal shall consist of the following minimum documents:

- The Bidder's full name, address, Points of Contact, telephone number and e-mail address;
- Company Price Proposal;
- Appropriate technical documentation to determine whether proposed services, terms and conditions unequivocally comply with all the requirements of this bidding, including:
 - Description of materials and components of the tents/containers offered that would support to ascertain whether the offered solution meets the requirements defined in the the Statement of Work.

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- Visual documentation (pictures/drawings) of the tents/containers and associated components being offered.
- Compliance Statement;

JFTC reserves the right to cancel this SA RFP JFTC at any time. Additionally, the JFTC may decide not to award the contract.

All correspondence shall be forwarded to:

JFTC Contracting Officer, Mr. Ryszard Piasecki
Email: ryszard.piasecki@jftc.nato.int

Attachments:

- Statement of Work.
- JFTC General Contract Terms and Conditions
- Mandatory Price Proposal Format
- Compliance Statement Form

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**STATEMENT OF WORK FOR RENTING TENTS
FOR A TRAINING EVENTS HOSTED
AT JOINT FORCE TRAINING CENTRE**

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1. INTRODUCTION

The Joint Force Training Centre (JFTC) serves as a focal point for NATO combined and joint operations and warfare at the tactical level in order to assist the transformation of Allied and Partner forces. The JFTC conducts or supports execution of training events at its premises.

2. BACKGROUND AND SCOPE OF WORK

The Contractor is to deliver for below specified period of time tents that will serve as temporary office space. The purpose of this Statement of Work (SOW) is to define work activities, deliverables and timeline the Contractor will need to provide tents in accordance with specifications. Main intention is to assure specific requirements to ensure proper working conditions with sufficient working space for up to 300 personnel and associated IT systems (approximately 150 workstations/computers, printers and some servers), as well as to enable execution of lectures / briefings during the training event.

3. PLACE OF PERFORMANCE

The Contractors shall deliver the service at the JFTC premises located in Bydgoszcz 85-915, ul. Szubinska 2, Poland. The available training area size is approximately 130x85 meters with the total 11.264 m2.

4. TYPE OF CONTRACT

This is Firm Fixed-Price (FFP), Level of Effort contract.

5. WORK PACKAGES AND PERIOD OF PERFORMANCE

A. Work Package 1 (CWIX)

Service required:

- (1) Tent A: 40x20 meters
- (2) Tent B: 50x20 meters
- (3) Tent C: 20x20 meters
- (4) Tent D: 20x20 meters for servers (with dark or shaded by black material roof)
- (5) Tent E: 10x10 meters
- (6) Tent F: 10x10 meters

Setup Layout: As per Annex B of this SOW

Dates of Performance:

- Build-up: 10-15 May 2021
- Fully operational: 7-24 June 2021
- On-site support: 5-27 June 2021
- Tear-down: NLT 13 July 2021 (Tent D)

B. Work Package 2 (RS 21-3) – OPTIONAL

Service required:

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- (1) Tent A: 40x20 meters
- (2) Tent B: 50x20 meters
- (3) Tent C: 20x20 meters
- (4) Tent E: 10x10 meters
- (5) Tent F: 10x10 meters

Setup Layout: As per Annex C of this SOW

Dates of Performance:

- Build-up: Ready from WP1
- Fully operational: 20-29 July 2021
- On-site support: 18-29 July 2021
- Tear-down: 31 July-14 August 2021 (tents A, B, D, E, F)

- C. **JFTC reserves the right to cancel Work Package 2 at any time between the contract award and 07 July 2021 at no cost to JFTC. In case of cancellation of WP2 all tents and associated elements shall be removed according to schedule of WP1.**
- D. Tents requirements are listed in Annex A of this SOW.

6. ACCEPTANCE CRITERIA.

- A. Material and equipment shall be of high quality, and shall comply with, where applicable, the appropriate International Standard Specifications (ISO 9001:2015).
- B. The JFTC reserves right to reject any part of the installation not complying with this SOW. The Contractors shall carry out the necessary remedial work or replacement without additional costs or delay.
- C. The responsible Contractor shall immediately cure any distraction of working conditions inside the tents or buildings caused by low/high temperature, outside of the established limits.

7. MISCELLANEOUS / COORDINATING ISSUES.

- A. All works shall be performed in accordance with the best professional practice and market standards.
- B. Upon completion of the construction, the Contractor(s) shall support the Customer to perform the Final Acceptance Test of the provided equipment, in order to check that all requirements reflected in this SOW are met.
- C. Consequently the Contractor(s) must provide all:
 - Transportation,
 - Materials,
 - Tools and accessories,
 - Forklift,
 - Personnel required by this project.
 - Power cables and cords for connecting tents/ buildings and associated equipment to the electricity connecting boxes.
 - Emergency exit signs and evacuation direction arrows as required by the relevant construction law regulations.

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- D. After tent buildings removal, the Contractor(s) must inspect and clean the parking surface (remove screws, nails and connectors).
- E. JFTC will provide:
 - Electricity connecting boxes access for lighting and heating/air conditioning and ventilation system. Contractor(s) are not allowed to make any electrical connections without agreement with the JFTC/JFTC SU representatives.
 - DECT telephone in order to contact Helpdesk, Quartermaster or other services.
 - Plan for personnel evacuation.
 - Internal walls in the tents (raised above the ground by 10-15 cm for better air circulation). Another Contractor (if needed) will provide the internal walls.
 - Furniture inside tents.
 - IT equipment.
 - Storage space in the JFTC Warehouse for spare cooler devices.

8. APPLICABLE REGULATIONS

The Contractor must comply with applicable laws and regulations for building construction, to include fire and safety regulations.

9. SECURITY CONDITIONS

The Contractor must adhere to current security conditions at 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. Please note that the personnel working on NATO premises shall be from NATO member countries.

10. HEALTH AND SAFETY REQUIREMENTS

- A. The Contractor(s) shall comply with the European Union and Polish national laws and regulations on safety at work and with the appropriate NATO health protection, safety and hygiene related regulation/procedures in force.
- B. The JFTC reserves the right to stop the works/services if the Contractor(s) personnel fail to comply with occupational health and safety regulations.

11. CONSERVATION OF UTILITIES

- A. During contractual activities, it is the Contractor(s) responsibility to protect existing infrastructure facilities against damage. It is allowed to drill and make ties to install the tent and to connect the heaters/heating tubes to the tent wherever necessary.
- B. The Contractor(s) shall undertake to refund any expenses incurred in effecting repair of any damage caused by the Contractor(s) personnel to the facilities. The Contractor(s) responsibility shall not be limited to the time when work takes place, but shall remain afterward for any damage caused by incorrect execution of the requested work.
- C. The Contractor(s) will be responsible for any damage caused by his own equipment to the existing infrastructure.

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- D. It is the Contractor(s) (including his sub-Contractors) responsibility to keep the work area clean at all times, to protect the equipment under work during the contractual activities, and to restore any parts, which should be damaged because of negligence. After termination of work, should the Contractor(s) including his/their sub-Contractors do not clean up the area and/or remove materials and/or debris within three working days, the JFTC may have this work carried out by third parties at the Contractor(s) expense.

12. PAYMENTS

The payment shall be made by the JFTC in accordance with the following schedule and after JFTC accepted services provided:

- For the delivery, assembling of the tents with the integrated equipment/elements – 30 days from the invoice date.
- For renting the tents for **Work Package 1** – 30 days from the invoice date.
- For renting the tents for **Work Package 2** – 30 days from the invoice date.
- For the on-site contractor's support during **Work Package 1** (22 days) - 30 days from the invoice date.
- For the on-site contractor's support during **Work Package 2** (13 days) - 30 days from the invoice date.
- For the removal, disassembly of **tent after Work Package 1** with the integrated equipment/elements – 30 days from the invoice date.
- For the removal, disassembly of **tent after Work Package 2** with the integrated equipment/elements – 30 days from the invoice date.

The JFTC reserves the right to reduce proportionally the payment for renting the tents for any delay days and for non-compliance with the contract terms and conditions, especially with respect to the temperature inside the tents.

ANNEXES

Annex A – Tents Requirements

Annex B – WP1 Tents location and general layouts

Annex C – WP2 Tents location and general layouts

ANNEX A – TENTS REQUIREMENTS

The Contractor shall meet the following:

1. **Floor.** Tents must have an elevated floor with sufficient height to prevent any intrusion or damage. The floor shall be hard, isolated and staged from the ground with material(s) securing the thermal isolation. The floor shall have a low maintenance surface that is easily cleaned of liquid and food spills. The floor shall be covered with a carpet (green color). Floor must be capable of supporting the weight of all personnel and equipment. Before carpet is laid, an inspection is required by JFTC personnel to inspect for holes and proper leveling.
2. **Walls and roof.** Tents must be waterproof and prevent outside elements from affecting equipment. Tent walls must be made of hard materials (i.e. double PVC panels, sandwich panels) with additional thermal isolation between them that ensure thermal isolation. The tent materials have to be flame resistant and able to withstand wind and heat, based on an extreme weather forecast (as expected during the period of performance) and meet host nation safety standards. The insulated liner has to be able to maintain a relatively constant temperature, securing from condensation of steam (by using hard room or double-canvas air-filled roofing) in order to avoid damage to electrical equipment. The side walls shall be approximately 3 meters high. An additional shading layer is required to cover the roof at a distance of about 20cm to prevent direct sunshine and support the air conditioning systems.
3. **Fire safety.** Firefighting equipment must be installed correctly and maintained in good working order. Portable fire extinguishers shall be installed next to the exit doors and next to each heating/cooling device. Tents must be equipped with fire extinguishers for extinguishing of IT hardware. Tents must be equipped with exit emergency lighting (1 lux on evacuation routes).
4. **Lighting.** Lighting must be arranged to provide sufficient brightness to guarantee the safe passage for personnel and work conditions in all parts of tents.
5. **Doors.** Doors shall be anti-panic, self-closing, and key-lockable. Keys must be provided to the JFTC in order to secure the tents. Each tent must have minimum two (2) exit doors installed and up to the number of doors required by the applicable Host Nation fire and safety regulations. Doors must be sealed and isolated in order to prevent outside elements to increase temperature inside the tents. All doors in briefing tent (20x20m) have to be covered (e.g. with a privacy film or curtain) in order to deny visibility from the outside.
6. **Electric Air Conditioning and Heating.**
 - A. The air must be equally distributed inside tents. The tents to ensure heating/cooling effectiveness by natural air circulation.
 - B. The interior of the tents is split up via wall panels into single cells. This fact will influence the flow of the air and therefore the Contractor has to assure an equal distribution of the air in order to meet the necessary temperature.
 - C. On each entrance to the tent, above the door, air curtain heating/air conditioning should be installed to prevent hot/cold air getting inside.
 - D. Tent air conditioning/heating system equipment must be placed in a way that minimizes noise and does not impede any lecture/training in the tents. These equipment must be placed at a reasonable distance from the tents and surrounded by all sides by soundproof panels.
 - E. Pipes connecting the outside equipment with the tents should not be installed directly on the ground but over a wooden (e.g. pallet) or other insulation material.

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- F. The air conditioning/heating systems offered by the contractor must be capable of maintaining an inside air temperature between 20-23° C. The contractor must take into consideration the ~300 personnel, associated IT systems (~150), and servers, which generate a significant amount of heat; and, anticipated June – July weather in Bydgoszcz. The humidity in the tent must be above 20% and below 60%, non-condensing. Dehumidifiers should be distributed inside the tents to guarantee that humidity will not be consecrated on the ceiling.
 - G. For all tents, if the temperature rises above 23 degrees or drop below 20 degrees Celsius, the contractor has one hour to remedy the issue. The contractor is expected to have minimum one alternate means of cooling / heating available in case of emergency (on site).
 - H. The contractor must ensure the required manpower to control and operate the air conditioning / heating system, tents and lighting infrastructure. The designated contractor's technician shall be responsible for maintenance, inspection, and start-up/shut-down, when required. This will be coordinated with the Headquarters Support Division (HSD) Base Support Branch (BSB) personnel.
 - I. In case of the air conditioning / heating system or tent construction failure, the contractor's technician has to report immediately at JFTC to fix and/or repair the cooling system within 1 (one) hour from receiving the notification from the JFTC representative. In case of serious failure of the air conditioning/heating system requiring more than 1 (one) hour for repairing and/or fixing, the Contractor is obliged to replace it with the spare, ready to use air conditioning / heating unit that is stored at JFTC premises. Every used spare heating / air conditioning system has to be replaced with the operational one as soon as possible but not later than 24 hours.
 - J. Each tent shall be equipped with thermometers measuring the temperature inside the tents. Thermometers shall be provided by the Contractor and positioned where pointed by the JFTC Quartermaster. There shall be minimum one thermometer per 100 square meters. For measuring the temperature inside the tents, the average temperature will be considered. The JFTC Quartermaster will read and record the average temperature. In case the average temperature is behind the established parameters, the JFTC will immediately notify the Contractor with the aim to fix it.
- 7. Other requirements:**
- A. Fixing tents to the ground can be done with anchor of a maximum length 40 centimeters. The Contractor shall be aware that training area and tents location surface is covered with crushed rock (chipping) and such work needs to be closely coordinated with JFTC Quartermaster. Each step of the construction works should be coordinated and accepted by Quartermaster.
 - B. The Contractor must provide cabling for connecting tents with power distribution boxes. Cables must be protected with cable protector ramps.
 - C. The Contractor must respect the night silence regulations between 10:00 p.m. and 06:00 a.m. CET.
 - D. Minimum distance between tents can be not less than 5 meters and between tents and fence or other buildings must not be less than 11 meters. The wide of evacuation/anti-fire route must be at least 11 meters.
 - E. Distance between groups of tents must be not less than 8 meters.
 - F. Meals and accommodation for contractor's personnel is the responsibility of the Contractor.

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- G. Sub-contracting is acceptable however the Sub-Contractor must meet all of the requirements expected from the Contractor. The Contractor is responsible for any Sub-Contractors and their performance to meet the SOW requirements.

ANNEX B – WP1 LOCATION AND GENERAL LAYOUT



ANNEX C – WP2 LOCATION AND GENERAL LAYOUTS



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JFTC GENERAL CONTRACT TERMS AND CONDITIONS

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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 the Contractor's custody has been granted an appropriate security clearance by the sub-

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Contractor's national authorities, which is still in effect, prior to being given access to such classified information.

4. ACCEPTANCE

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

5. SERVICE AND PARTS AVAILABILITY

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

6. PREFERRED CUSTOMER

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

7. NOTICE OF SHIPMENT

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

8. SECURITY

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

9. INSPECTION

- a. Unless otherwise specifically provided for in the specifications, all equipment, materials and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade of their respective kinds for the purposes intended. All workmanship shall be first class.
- b. All supplies (which terms throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to

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inspection and test by JFTC, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

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

10. OWNERSHIP

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

11. WARRANTY AND GUARANTEE

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

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

12. INVOICES

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

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

13. PAYMENT

Payment shall be made for items accepted by JFTC that have been delivered to the delivery destinations set forth in this Contract. Payments under this Contract may be made by JFTC by electronic funds transfer payments. In the event the Contractor, during the performance of this Contract, elects to designate a different financial institution for receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information must be obtained by JFTC thirty (30) days prior to the date such change is to become effective. The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and Purchase Order number. Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due. Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by JFTC, whichever is

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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 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.

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18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION FOR DEFAULT

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

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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

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companies request PRIOR to the companies submission to a Government entity. Upon validation of request by JFTC Legal staff, subject agreement or request may be submitted to appropriate authority.

22. RISK OF LOSS

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

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

23. AUTHORIZATION TO PERFORM

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

24. PERFORMANCE

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

25. TRAVEL – NOT APPLICABLE

- a. Travel by Contractors in support of the JFTC mission will only be performed when a member of the approved International JFTC Peacetime Establishment is unable to perform the mission.
- b. Since travel may be required during the period of performance, it will be up to the COTR to identify requirements, as well as to obtain NATO authorized travel orders for Contractor's personnel in accordance with the ACT Financial Manual, Section 24 and JFTC Directive "Travel on International Duty", including to obtain advance approval from the Contracting Officer on travel and per diem costs.

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- 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

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- 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

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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.

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- b. The Contractor shall for a duration of minimum five (5) years after acceptance, and upon their availability, offer to JFTC all software changes, fixes and new releases. These shall be offered at no cost when they are offered free of charge on the commercial market.

36. OTHER PROVISIONS

- a. The Contractor and the Contractor Personnel are eligible for limited tax and duty exemptions referred to in the SA, Article 14 (import and re-export of personal effects and furniture, excluding private vehicles).
- b. The Contractor and the Contractor Personnel (non-Polish), are not authorized to engage in any other employment in Poland.
- c. Passports, Visas and Customs:
 - (1) The Contractor is responsible for:
 - obtaining all passports, visas, and other documents necessary for Contractor Personnel to enter, exit and work in Poland and to conduct agreed duty travels to other NATO countries and to PFP countries, and
 - the customs, immigration, or similar liabilities of its Contractor Personnel, insofar as this is not provided under status agreements between the Host Country and JFTC.
 - (2) Contractor Personnel are responsible for arranging for their passports and relevant visas and for having them in their immediate possession when travelling to and from the AO.
 - (3) Contractor Personnel (non-Polish) are not required to obtain a work permit to perform the works agreed under this Contract, i.a.w. the SA, Art. 14.4.b.
- d. The Contractor Personnel are responsible for finding suitable accommodation and comply with Host Country requirements for personal registration, vehicle registration etc. Host Nation Support Unit In-processing Office may provide assistance in this regard, but cannot be held liable or accountable in any manner for the assistance so provided.
- e. Medical
 - (1) The Contractor is responsible for providing adequate medical insurance to meet the requirements in Host Country legislation and need of the Contractor Personnel while performing at the normal duty station as well as on travels. JFTC will at no point be held responsible for any costs associated with medical or dental assistance provided to or requested by the Contractor Personnel.
 - (2) Contractor Personnel will be admitted, at no charge, to consult JFTC Medical Advisor on the same terms as JFTC Staff, in case of emergencies or need for basic medical assistance.
- f. Driver's License and Vehicle Operation
 - (1) A driver's license held by Contractor Personnel is accepted by Poland as valid i.a.w. the SA, Art. 14.4.d.
 - (2) Contractor Personnel are generally not permitted to operate JFTC official vehicles.

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- 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.

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COMPLIANCE STATEMENT

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It is hereby stated that our Company has read and understood all documentation issued as a part of the SA RFP JFTC 09-20. 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 SA RFP JFTC 09-20, 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: _____

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MANDATORY PRICE PROPOSAL FORMAT

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SA RFP JFTC 04-21 BID PRICE PROPOSAL

COMPANY NAME: _____

ADDRESS: _____

**TO: Joint Force Training Centre (JFTC)
BUDFIN – Contracting Office
ul. Szubinska 2
85-915 Bydgoszcz
POLAND**

SUBJECT: SA RFP JFTC 04-21 Bid Price Proposal

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On behalf of (Insert: Company Name _____) please find the Price Proposal submitted in accordance with the terms and conditions stated in SA RFP JFTC 04-21 and solicitation provisions.

WORK PACKAGE 1

Service	Total amount for service (NET amount)
Delivery, assembling of tents with the integrated equipment/elements	
Renting tents	
On-site contractor's support (23 days)	
Removal, disassembly of tent "C"	

Grand Total Net Price for Work Package 1 _____ Currency _____

WORK PACKAGE 2

Service	Total amount for service (NET amount)
Delivery, assembling of tents with the integrated equipment/elements	
Renting tents	
On-site contractor's support (12 days)	
Removal, disassembly of all tents	

Grand Total Net Price for Work Package 2 _____ Currency _____

JFTC reserves the right to cancel Work Package 2 at any time between the contract award and 07 July 2021 at no cost to JFTC. In case of cancellation of WP2 all tents and associated elements shall be removed according to schedule of WP1.

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

Authorized Company Official:

Printed Name: _____

Title: _____

Position: _____

Signature: _____

Date: _____

COMPLIANCE STATEMENT

It is hereby stated that our Company has read and understood all documentation issued as a part of the SA RFP JFTC 04-21. There are no further questions or requests for clarifications regarding this SA 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 SA RFP JFTC 04-21, 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: _____

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FINAL PAGE

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