

**SA RFP JFTC 15-26**  
**SIMPLIFIED ACQUISITION**  
**REQUEST FOR PROPOSAL FOR**  
**FINANCE AND ACCOUNTING SPECIALIST**

**BIDDING INSTRUCTIONS**

**06 MAY 2026**

## **PART I – BIDDING INSTRUCTIONS**

### **TABLE OF CONTENTS**

1. General
2. Classification
3. Definitions
4. Eligibility
5. Exemption of Taxes
6. Terms and Conditions of the Bid
7. Amendments or Cancellation
8. Clarifications to Solicitation
9. Bid Closing Date
10. Bid Validity
11. Contents of Proposal
12. Proposal Submission
13. Late Proposals
14. Bid Withdrawal
15. Bid Evaluation
16. Clarifications of Proposals
17. Award
18. Disputes
19. Communication
20. Points of Contact

### **ENCLOSURES:**

1. Proposal Checklist
2. Contractor's Proposed Key Personnel Candidates Technical Evaluation Matrix
3. Compliance Statement
4. Mandatory Price Proposal Format
5. Certificate of Bid Validity
6. Certificate of Independent Determination
7. Certificate of Exclusion of Taxes and Charges
8. Statement of Absence of Conflict of Interest
9. Certificate of Legal Name of Bidder

## **PART II – GENERAL AND SPECIAL CONTRACT TERMS AND CONDITIONS**

## **PART III – TECHNICAL INFORMATION**

Statement of Work

## **PART I - BIDDING INSTRUCTIONS**

### **1. General**

The purpose of this Simplified Acquisition Request for Proposal (SA RFP) is to competitively select the lowest-priced, compliant bidder to provide Finance and Accounting Specialist services in accordance with the JFTC Special Terms and Conditions for Commercial Personnel Services Contracts.

### **2. Classification**

This SA RFP is an UNCLASSIFIED document.

### **3. Definitions**

- a) The term "Potential Bidder" shall refer to the entity that intends, without commitment, to participate in this SA RFP.
- b) The term "Bidder" shall refer to the bidding entity that has completed a bid in response to this SA RFP.
- c) The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this SA RFP.
- d) The term "Statement of Work" (hereinafter referred to as SOW) refers to the technical requirements defined by JFTC.
- e) The term "ACT" shall refer to the Allied Command Transformation located in Norfolk, USA.
- f) The other definitions are explained in Paragraph 1 of Part II of this SA RFP – JFTC General Contract Terms and Conditions.

### **4. Eligibility**

This SA RFP is opened to governmental or commercial entities that:

- a) Originate and are chartered/incorporated within NATO member nations.
- b) Contractor personnel (resources) 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 Article VIII of the Paris Protocol dated 28 August 1952 and Art. 17 of the Supplementary Agreement between the Government of the Republic of Poland and Headquarters, Supreme Allied Commander Transformation and the Supreme Headquarters Allied Powers Europe to the Protocol on the status of International Military Headquarters set up pursuant to the North Atlantic Treaty, dated 9 July 2016, goods and services under this Contract are exempt from taxes, duties and similar charges.

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

All the terms and conditions of a bid are deemed to be accepted by the Bidder and incorporated into the Bidder's proposal submission. It is the JFTC's intention that the General Terms and

Conditions stated in this bid and the successful Bidder's response to this bid will form the contract between the JFTC and the successful Bidder.

## **7. Amendment or Cancellation**

- a) The JFTC reserves the right to amend or delete any one or more of the requirements, terms, conditions or provisions of the SA RFP prior bid closing. A solicitation amendment or amendments shall announce such an action.
- b) The JFTC reserves the right to cancel, suspend or withdraw and re-issue this SA RFP, either partially or in its entirety, at any time. No legal liability on the part of the JFTC shall be considered for recovery of costs in connection with bid preparation. All efforts undertaken by any bidder shall be made considering and accepting that no costs shall be recovered from the JFTC.

## **8. Clarifications to Solicitation**

- a) Potential Bidders should seek clarification at their earliest convenience. Any explanation regarding the meaning or interpretation of terms, clause, provision or specifications of this SA RFP, shall be requested in writing, from the Contracting Officer. The Contracting Officer must receive such requests for clarification no later than 14 calendar days before bid closing date. The Contracting Officer has no obligation to answer questions submitted after this time.
- b) Information in response to a request for clarification to a potential bidder shall be furnished to all potential Bidders as a Question and Answer (Q&A) amendment (except for the identity of the questioner) not later than 7 calendar days before the closing date for bids. All such amendments shall be incorporated into this SA RFP. The answers issued by the Contracting Officer shall be regarded as an authoritative interpretation of the SA RFP. Oral interpretations shall not be binding unless confirmed in writing by the Contracting Officer.
- c) The [Frequently Asked Questions](#) (FAQ) published on the JFTC official website contain answers to some of the commonly asked questions. The aim of FAQ is to help the potential bidders to understand the bidding process. Please peruse them first.

## **9. Bid Closing Date**

- a) Bids shall be received at the JFTC Contracting Office, no later than **11 June 2026, 13:00 hours, Central European Time**. No bids shall be accepted after this time and date.
- b) Written and duly justified requests for extensions of the bid closing date shall be submitted directly to the Contracting Officer and may be granted at his discretion. Such requests must reach the Contracting Officer not later than 14 calendar days prior bid closing date. When extensions of the bid closing date are granted, the Contracting Officer will immediately advise all the potential offerors by publishing it on the JFTC website, and when possible, by sending the notification via email.

## **10. Bid Validity**

- a) Bids shall be irrevocable for a period of ninety days (90) from the applicable closing date set forth within this SA RFP.

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

#### **11. Contents of Proposal**

The proposal **shall consist** of the following documents:

- a) A table of contents for the entire proposal (Enclosure #1);
- b) Compliance Statement (Enclosure #3);
- c) Company Price Proposal (Enclosure #4);
- d) Certificate of Bid Validity (Enclosure #5);
- e) Certificate of Independent Determination (Enclosure #6);
- f) Certificate of Exclusion of Taxes and Charges (Enclosure #7);
- g) Statement of Absence of Conflict of Interest (Enclosure #8);
- h) Certificate of Legal Name of Bidder (Enclosure #9).
- i) Proposals for suitable candidates that meet all requirements defined in the Statement of Work (SOW), paragraph 6. Bidders shall fill in Enclosure #2 and outline how compliance is achieved and specifically reference the information within the relevant supporting documentation. The index of supporting documentation is mandatory.

#### **12. Proposal Submission**

- a) The proposal shall be made in English language.
- b) Bids must be submitted electronically as three separate e-mails:
  - **E-mail Volume 1** – containing **Administrative Proposal**
  - **E-mail Volume 2** – containing **Technical Proposal**
  - **E-mail Volume 3** – containing **Price Proposal****each of them properly identified (including bidder name).**

- c) It is strictly required that bids are presented in the correct format and include all documents necessary to enable the JFTC to assess them. Failure to respect these requirements will constitute a formal error and may result in the rejection of the tender.
- d) The Administrative, Technical and Price Proposals shall be sent as separate PDF files compressed to minimize the size. There shall be one file per Volume with all documents/enclosures combined.
- e) **The Technical Proposal must be limited to 30 pages**, A4 format and cannot exceed 17 MB. Technical Proposal exceeding these limits will be deemed as administratively not compliant and will not be evaluated further.
- f) Proposal packages are to be sent via e-mail to the following email address: [ryszard.piasecki@nato.int](mailto:ryszard.piasecki@nato.int)
- g) Quotations shall be made as net prices in the National Currency of the Bidder.
- h) For the price comparison all quoted prices will be converted by the Contracting Officer into PLN based on 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 company interested 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) Partial bidding is not permitted.
- l) It is the ultimate responsibility prior to submission that all proposal submissions are reviewed to ensure they meet the technical and administrative specifications and that offers meet the limitations and expressed conditions.

### **13. Late Proposals**

- a) It is solely the bidder's responsibility that every effort is made to ensure that the proposal reaches the JFTC prior to the established closing date and time. None of the late bids shall be accepted.
- b) The date and time of delivery of the last e-mail with proposal submitted by the Bidder to the mailbox provided above in point 12.f) will be considered for establishing delivery time.

### **14. Bid Withdrawal**

A bidder may withdraw their bid up to the date and time specified for bid closing. Such a withdrawal must be completed in writing, with attention to the JFTC Contracting Officer.

### **15. Bid Evaluation**

- a) The evaluation of bids and determination as to the responsiveness and technical adequacy or technical compliance, of the products or services requested, shall be at the discretion of JFTC. Such determinations shall be consistent with the evaluation criteria specified in the SA RFP. The JFTC is not responsible for any content that is not clearly identified in any proposal package.

- b) The Bidder is to submit valid and recognised documents to prove that dedicated personnel for each position have the required qualifications. Evaluations of submitted documents in terms of their validity and recognition shall be at the discretion of JFTC.
- c) The following rules apply to submitted reference letters (including letters of appreciation, etc.):
- (1) The reference letter must include the exact dates during which the signatory worked with or supervised the bidder/proposed contractor.
  - (2) The signatory must include their job title and role during the period of supervision including valid contact information (preferably work email and phone number).
  - (3) The signatory must sign a declaration attesting that the information provided is truthful and accurate to the best of their knowledge.
  - (4) Reference regarding work performed outside the period during which the signatory worked with or supervised the bidder/proposed will be disregarded.
  - (5) References may be subject to random audits, and discrepancies between the information provided and verified records will result in bid disqualification.
- d) Prior to the commencement of the technical compliance, Bids will be reviewed for administrative compliance with the Bid Submission Requirements of this SA 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 separate administrative, technical and price proposals.
  - (3) The bidder has attached 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 SA RFP.
- 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).
- e) Determination of Technical Compliance (selection criteria: pass or fail).
- f) Upon determination that the technical volume is responsive and technically compliant, such offers shall be approved to the final phase of bidding process which is the evaluation of price proposals. Each position will be evaluated and awarded individually based on the lowest-priced proposal that meets all requirements.
- g) Successful cost price criteria (Lowest Price Technical Compliant Offer/s). The Contracting Officer shall record the price proposals for the Technically Compliant Offers only. No deviation from proposed pricing is authorised.

## 16. Clarifications of Proposals

During the entire evaluation process the JFTC reserves the right to discuss any bid with the order to clarify what is offered and interpretation of language within the bid, to resolve in potential areas of noncompliance. Clarifications should not cause prices to change or technical offerings to materially change. Following receipt of bids/proposals, clarification requests should

be limited to resolving likely administrative errors (e.g., clerical mistakes, as in the obvious misplacement of a decimal point).

#### **17. Award**

- a) The JFTC shall award the contract to Bidder, whose conforming proposal represents the lowest priced compliant offer.
- b) The contract Award date is anticipated before 30 June 2026.
- c) The JFTC reserves the right to withdraw the award of the contract to a successful Bidder within 30 days of the award if in the opinion of the JFTC the successful Bidder is unable or unwilling to enter a form of contract satisfactory to the JFTC. The JFTC shall be entitled to do so without any liability being incurred by the JFTC to the Bidder.

#### **18. Disputes**

Disputes will be settled between the bidder and the Contracting Officer by mutual agreement through negotiation, while respecting and observing NATO regulations and policies.

#### **19. Communications**

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

#### **20. Point of Contact**

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

Joint Force Training Centre  
BUDFIN – Contracting Office  
SA RFP JFTC 15-26  
ul. Szubinska 2  
85-312 Bydgoszcz, Poland

**PROPOSAL CHECKLIST**

Table of Contents

**ADMINISTRATIVE**

- Compliance Statement (Enclosure #3).
- Certificate of Bid Validity (Enclosure #5)
- Certificate of Independent Determination (Enclosure #6)
- Certificate of Exclusion of Taxes and Charges (Enclosure #7)
- Statement of Absence of Conflict of Interest (Enclosure #8)
- Certificate of Legal Name of Bidder (Enclosure #9)

**TECHNICAL**

- Technical proposal, including:
  - Contractor's proposed Key Personnel Candidate Technical Evaluation Matrix (Enclosure #2)
  - Proposed Key Personnel Supporting Documentation (relevant certificates, CV, diplomas, letters of appreciation, letters of reference, etc.)
  - Index of Supporting Documentation

**PRICE**

- Price Proposal (Enclosure #4).

**CONTRACTOR'S PROPOSED KEY PERSONNEL CANDIDATE  
TECHNICAL EVALUATION MATRIX**

**FINANCE AND ACCOUNTING SPECIALIST .....(Name and Surname)**

#	Criteria	JFTC Evaluati on (C/N)	<b>Comments</b> (Bidder shall complete each section below outlining how compliance is achieved and specifically reference the information within the proposal [index/page/para] with relevant documentation that demonstrates compliance with the criteria)
1	Minimum 2 years relevant experience in accounting, economics, finance, business or banking		<b>Sample:</b> <i>Compliance narrative: ...</i>  <i>Unequivocal reference evidenced by:</i> <i>Index item #, Proposal page #</i> <i>Index item #, Proposal page #</i>
2	At least 6 months experience in performing operations using a comprehensive automated financial/accounting systems		
3	Documented understanding of accounting standards and comprehensive automated financial systems		
4	Competency in the use of Microsoft Excel functions		
5	<ul style="list-style-type: none"> <li>- University degree in accounting, economics, finance, business or banking, or</li> <li>- Secondary education plus 5 additional years of relevant professional experience in addition to the essential experience listed above (no overlap permitted)</li> </ul>		
6	A native English language speaker or an individual presenting excellent 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 7.3.)</i>		
--	--	--	--

**COMPLIANCE STATEMENT**

It is hereby stated that our Company has read and understood all documentation issued as a part of the SA RFP JFTC 15-26. 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 15-26, 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
-----	-----
-----	-----
-----	-----
-----	-----
-----	-----
-----	-----
-----	-----
-----	-----
-----	-----

(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 SA 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.

**MANDATORY PRICE PROPOSAL**

On behalf of (**Insert: Company Name**) please find the Price Proposal submitted in accordance with the terms and conditions of the SA RFP JFTC 15-26.

**FINANCE AND ACCOUNTING SPECIALIST**

..... (Name and Surname)

<b>BASE PERIOD (115 man-days, if started on 01 July 2026)</b>	<b>Option Period ONE (230 man-days)</b>	<b>Option Period TWO (230 man-days)</b>	<b>Option Period THREE (230 man-days)</b>	<b>Option Period FOUR (230 man-days)</b>
Rate per man-day: .....	Rate per man-day: .....	Rate per man-day: .....	Rate per man-day: .....	Rate per man-day: .....
Total for 115 man-days: .....	Total for 230 man-days: .....	Total for 230 man-days: .....	Total for 230 man-days: .....	Total for 230 man-days: .....

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

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

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

**CERTIFICATE OF BID VALIDITY**

I, the undersigned, as an authorised representative of the firm submitting this Bid, do hereby certify that the pricing and all other aspects of our original offer as modified by our revised proposal will remain valid for a period of ninety days (90) from the applicable closing date set forth within SA RFP JFTC 15-26.

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

**CERTIFICATE OF INDEPENDENT DETERMINATION**

1. Each bidder shall certify that in connection with this procurement:
  - a. This Bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other bidder or with any competitor;
  - b. The contents of this Bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to award, directly or indirectly to any other bidder or to any competitor; and
  - c. No attempt has been made, or will be made by the bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.
  
2. Each person signing this Bid shall also certify that he/she is the person in the bidder's organisation responsible within that organisation for the decision as to the Bid and that he has not participated and will not participate in any action contrary to 1.a. through 1.c. above, or:
  - a. They are not the person in the bidder's organisation responsible within that organisation for the Bid but that they have been authorised in writing to act as agent for the persons responsible for such a decision in certifying that such persons have not participated, and will not participate in any action contrary to 1.a. through 1.c. above, and as their agent does hereby so certify, and
  - b. They have not participated and will not participate in any action contrary to 1.a. through 1.c. above.

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

**CERTIFICATE OF EXCLUSION OF TAXES AND CHARGES**

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

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

**STATEMENT OF ABSENCE OF CONFLICT OF INTEREST**

I, the undersigned, **being the authorised signatory** for the above-mentioned company for the SA RFP 15-26, hereby solemnly declare that we are not and shall not be in any situation which could give rise to a conflict of interest in what concerns the performance and implementation of the contract. In the event of the contract being awarded to us, we commit ourselves to act with complete impartiality and in good faith in what concerns its performance and outcome.

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

**CERTIFICATE OF LEGAL NAME OF BIDDER**

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

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

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

**PART II A**

**JFTC Special Terms and Conditions  
for Commercial Personnel Services Contracts**

Index of Clauses

1. Scope
2. Type of Contract
3. Definitions
4. Delivery of Service
5. Exceptions from the Delivery of Service
6. Coordination of Delivery of Service
7. Coordination of Absences
8. Billable Days
9. Commitment of Contractor Personnel
10. Deficient Performance
11. Contractor Responsibility for Contractor Personnel
12. Billing
13. Billing for Travel
14. Invoices
15. Instructions for safety and management of the JFTC facilities
16. Work Space
17. Representation of JFTC/NATO
18. Ownership of Work Products

---

## 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 Firm-Fixed Price 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 Days

As further specified in these Special Terms and Conditions, days spent by the Contractor Personnel in the immediate performance of this Contract for which the Contractor may bill JFTC at the daily 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 number 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 except for JFTC Holidays, which are listed in JFTC Directive 19-03. There are approximately 15 JFTC Holidays during a calendar year. 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

230 man-days of the service to be rendered by one Contractor Personnel within one calendar year. The basis of this calculation is 46 weeks of contract performance assuming 5 JFTC work days per week. In no event shall the ceiling of 230 man-days per man year or corresponding fraction thereof be exceeded. The billable time on travel defined in paragraph 8.b. is not included in a man-year limit.

g. Surge capability.

Surge capability requirement is a contract vehicle used in case emerging circumstances require a quick and temporary increase of effort from existing personnel (to meet specific requirements within the scope of the Statement of Work). Surge capability is foreseen mainly to provide services on weekends and JFTC Holidays during training related events. Surge capability shall not exceed 30 man-days annually. Man-day rate for surge capability will remain at the same level as for applicable contract base or option period. Surge capability is an extra effort above man-year limit.

h. 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 as well as for surge capability Commercial Personnel Services may be provided outside of the limitations for the Delivery of Services stated in paragraph 4 This will be directed by the respective COTR and duly supported by approved Purchase Orders.

**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. There should be minimum of 15 JFTC working days during a year dedicated for personal leave, although the number of individual leave days may be greater.

b. Illness

Should absences caused by illness affect the performance of a 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 DAYS**

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 days**

- (1). 100% of the daily rate will be applicable for days between 6 and 12 hours worked.
- (2). 50% of the daily rate will be applicable for days between 4 and 6 hours worked.
- (3). 25% of the daily rate will be applicable for days between 2 and 4 hours worked.
- (4). 125% of the daily rate will be applicable for days exceeding 12 hours worked.
- (5). There will be no payment for days less than 2 hours worked.

### **b. Billable time on travel**

Travel time used for Travel on International Duty (to/from place of destination) will be paid as follows:

- (1). 100% of the daily rate for intercontinental travel,
- (2). 75% of the daily rate for continental travel, and
- (3). 50% of the daily rate for travel within Poland (except Local Area Travel as is defined in the JFTC Directive 055-002 – Travel on International Duty).

### **c. Billable days on courses, conferences and workshops.**

Time spent by Contractor Personnel attending a course, conference or workshop, is only billable in accordance with paragraph 8-a., if participation is specifically ordered by the JFTC in advance.

### **d. Non-performance**

Personal leave, closing of the Headquarters by the order of the JFTC Deputy Commander and 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 Deputy Commander and Chief of Staff) or any other activity not immediately related to the performance of the services required under this Contract do not constitute billable days.

## **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 other applicable mandatory contributions. In case of duty travel to high-risk areas required by JFTC, the Contractor may be reimbursed the insurance costs by JFTC, if so decided by the Deputy Commander and Chief of Staff.

**12. BILLING**

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

**13. BILLING FOR TRAVEL**

Travel by the Contractor Personnel shall be authorised and reimbursed in accordance with 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 days performed by each of them; and
- 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 Deputy Commander and 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.

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

**JFTC General Contract Terms and Conditions**

**Index of Clauses**

1.	DEFINITIONS _____	27
2.	APPLICABLE LAW _____	27
3.	ASSIGNMENT _____	27
4.	ACCEPTANCE _____	27
5.	SERVICE AND PARTS AVAILABILITY _____	28
6.	PREFERRED CUSTOMER _____	28
7.	NOTICE OF SHIPMENT _____	28
8.	SECURITY _____	29
9.	INSPECTION _____	29
10.	OWNERSHIP _____	30
11.	WARRANTY AND GUARANTEE _____	30
12.	INVOICES _____	31
13.	PAYMENT _____	32
14.	TAXES _____	32
15.	EXCUSABLE DELAYS _____	32
16.	INDEMNITY _____	33
17.	ARBITRATION _____	33
18.	TERMINATION FOR CONVENIENCE _____	33
19.	TERMINATION FOR DEFAULT _____	33
20.	LIMITATION OF LIABILITY _____	35
21.	EXPORT CONTROL _____	35
22.	RISK OF LOSS _____	35
23.	AUTHORIZATION TO PERFORM _____	35
24.	PERFORMANCE _____	35
25.	TRAVEL (NOT APPLICABLE) _____	36
26.	CONTRACTOR NOTICE REGARDING DELAY _____	36
27.	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT _____	37
28.	HEALTH, SAFETY AND ACCIDENT PREVENTION _____	37
29.	INSURANCE _____	37
30.	PATENT INDEMNITY _____	37
31.	INTELLECTUAL PROPERTY _____	38
32.	RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE _____	38
33.	PUBLICITY, PUBLIC RELATIONS, AND BRANDING _____	38

---

34.	CODE OF CONDUCT _____	38
35.	SOFTWARE RELEASES AND UPDATES _____	39
36.	PROHIBITION OF SEXUAL EXPLOITATION AND ABUSE, AND SEXUAL HARASSMENT _____	39
37.	ORGANISATIONAL CONFLICTS OF INTEREST (OCI) _____	40
38.	OTHER PROVISIONS _____	41
39.	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT _____	42
40.	ENFORCEMENT _____	42
41.	ORDER OF PRECEDENCE _____	42
42.	ENTIRE AGREEMENT _____	42

## 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, 85-312 Bydgoszcz, Poland, and holds Statistical Identification Number REGON 093191068.
- b. The Contracting Officer means the person executing and managing this Contract on behalf of JFTC.
- c. The Contracting Officer Technical Representative (COTR) means a person appointed by the Contracting Officer for the purpose of determining compliance with the technical requirements of the Contract.
- d. The North Atlantic Treaty Organization is hereafter referred to as "NATO".
- e. The term "days" shall be interpreted as meaning calendar days.
- f. Contract Effective Date (CED) is the date of last signature by the contracting parties, or a specific date set forth in the Contract.

## 2. APPLICABLE LAW

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

## 3. ASSIGNMENT

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

- a. Any modifications, including changes, additions or deletions and instructions under this Contract shall not be binding unless issued in writing by the Contracting Officer.
- b. Sub-Contractors shall be limited to citizens or legal entities of member nations of NATO, unless specifically authorized by the Contracting Officer.
- c. The Contractor shall determine that any sub-Contractor proposed by him for the furnishing of supplies or services which shall involve access to classified information in the Contractor's custody has been granted an appropriate security clearance by the sub-Contractor's national authorities, which is still in effect, prior to being given access to such classified information.

## 4. ACCEPTANCE

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

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

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

## **6. PREFERRED CUSTOMER**

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

## **7. NOTICE OF SHIPMENT**

- a. At the time of delivery of any supplies to a carrier for transportation, the Contractor shall give notice of shipment to the Contracting Officer and to such other persons or installations as are designated by the Contracting Officer. If such instructions have not been received by the Contractor at least one working day prior to such delivery to a carrier, the Contractor shall request instructions from the Contracting Officer concerning notice of shipment to be given.
- b. The following information shall be included in such notification:

- (1) Contract number
- (2) Shipping address
- (3) From: (Name and complete address of consignor)  
To: (Name and complete address of consignee)
- (4) Listing of supplies by Contract Items(s)
- (5) Number of and marking on packages(s)
- (6) Weight and dimensions of packages(s)
- (7) Name and address of Carrier, mode and date of shipment with waybill number
- (8) Customs documents required by the Contractor (if applicable)

## **8. SECURITY**

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

## **9. INSPECTION**

- a. Unless otherwise specifically provided for in the specifications, all equipment, materials and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade of their respective kinds for the purposes intended. All workmanship shall be first class.
- b. All supplies (which terms throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by JFTC, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.
- c. In case any supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this Contract, JFTC shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction or to accept them against reduction in price which is equitable under the circumstances.
- d. If any inspection or test is made by JFTC on the premises of the Contractor or sub-Contractor, the Contractor without additional charge shall provide all reasonable facilities

---

and assistance to COTR in the performance of their duties. If JFTC inspection or test is made at a point other than the premises of the Contractor or a sub-Contractor, it shall be at the expense of JFTC except as otherwise provided in this Contract. In case of rejection JFTC shall not be liable for any reduction in value of samples used in connection with such inspection or test. JFTC reserves the right to charge to the Contractor any additional cost of JFTC inspection and test when supplies are not ready at the time of such inspection, when test is requested by the Contractor or when re-inspection or retest is necessitated by prior rejection. Failure to inspect supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on JFTC therefore.

- e. The inspection and test by JFTC of any supplies does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements which may be discovered prior to acceptance.

## **10. OWNERSHIP**

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

## **11. WARRANTY AND GUARANTEE**

- a. The Contractor is liable vis a vis JFTC for any and all faults or defects depreciating value or affecting the usability of the delivered product and depreciating or compromising the standards as defined in the Contract, or by Polish Law.
- b. The Contractor is obliged to, during a warranty period of 12 (twelve) months from the date of delivery and acceptance, to remove or repair physical defects in the product, no matter if the defect or fault occurs after the date of delivery and acceptance, provided that the condition, which causes the defect or fault, existed on the day of delivery and acceptance – but was not discovered and recorded in the protocol.
  - (1) The warranty applies to all faults or defects as described in this paragraph, and reported by JFTC in accordance as stated below, before the expiry of the warranty period.
  - (2) In case the Contractor is unable to remove or repair faults or defects occurring within the warranty period, JFTC is entitled to:
    - reduce the payment corresponding to the loss of functionality and technical value, provided that the fault or defect is only partly and does not affect the general usability of the product;
    - if the fault or defect affects the general usability of the product, set aside and declare the Contract void and subject to compensation, or request another company to do the remaining and necessary works at Contractor's expense.
  - (3) JFTC is obliged to notify the Contractor in writing, of any fault or defect no later than 7 (seven) days after JFTC has identified or discovered the fault or defect.
  - (4) The parties will jointly inspect the fault or defect, and their findings and conclusions are to be jointly recorded. The obligation to call for joint inspection rest with JFTC. JFTC will in writing give the Contractor 7 (seven) days prior notice of the time and place for a joint inspection, along with an outline of the fault(s) or defect(s), the impact on the usability of the product, and a deadline for repairing the fault or defect.
  - (5) Repairing of the defect should be reported in a protocol.

- 
- (6) The Contractor issues a guarantee on the product for a period of 24 months, from the date of delivery and acceptance, certifying that the product fulfils the agreed standards. Under the guarantee the Contractor is obliged to repair or put into working order any fault or defect at Contractor's own expense, no matter when JFTC – within the period of the guarantee - notifies Contractor of the fault or defect. All repair work will be granted the same guarantee of 24 months, from the date of delivery and acceptance of the repair work.
  - (7) Any supplies or parts thereof furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as supplies initially delivered. Corrected parts will be warranted for a period of 12 months starting at the time the part is received back at the user's location.
  - (8) In case of a provisional acceptance the warranty period starts at the date of provisional acceptance and ends twelve (12) months after the date of provisional acceptance.
  - (9) Failure to agree upon any determination to be made under this clause shall be an arbitration concerning a question of fact within the meaning of the "Arbitration" clause of this Contract.
  - (10) The word "supplies" as used herein includes related services.
  - (11) The rights and remedies of JFTC provided in this clause are in addition to and do not limit any rights afforded to JFTC by any other clause of the Contract.

## 12. INVOICES

- a. The Contractor shall submit an original invoice and three (3) copies (or electronic invoice, if authorized) to the address designated in the Contract to received invoices. All invoices shall be submitted no later than 30 days upon completion of work or services performed. Standard Payment Terms are NET 30 days.
- b. An invoice must include:
  - (1) Name and address of the Contractor;
  - (2) Invoice date;
  - (3) Purchase Order number and Purchase Order or Contract line item number;
  - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
  - (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on a bill of lading;
  - (6) Terms of any prompt payment discount offered;
  - (7) Name and address of official to whom payment is to be sent;
  - (8) Name, title, and phone number of person to be notified in event of defective invoice.
- c. All invoices shall be certified by the signature of a duly authorized company representative.
- d. Invoices provided by Contractors registered in Poland must specify all applicable taxes and duties.
- e. Invoices for Contractor Travel shall include:
  - (1) Contractor name;

- (2) Date of Travel;
- (3) Number of days;
- (4) Destinations.

f. All invoices shall be submitted to:

*Joint Force Training Centre*  
*BUDFIN*  
*ul. Szubinska 2*  
*85-312 Bydgoszcz*  
*POLAND*

g. Electronic Fund Transfer is the prescribed method of payment for JFTC. Contractors are requested to submit copies of banking information (Supplier Registration Form) available at [www.jftc.nato.int](http://www.jftc.nato.int). Such information shall be submitted to JFTC 14 days prior to any contract award.

### **13. PAYMENT**

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

### **14. TAXES**

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

### **15. EXCUSABLE DELAYS**

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

---

**16. INDEMNITY**

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

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

**17. ARBITRATION**

Except as otherwise provided, during the period of performance, any dispute between the parties arising out of the performance of this Contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce their decision in writing and furnish a copy thereof to the Contractor. The decision of JFTC shall be final and conclusive unless, within thirty (30) days from the date of receipt, the Contractor furnishes to JFTC a written appeal, which will be decided by ACT Financial Controller. In connection with any appeal of JFTC decision under this paragraph, the Contractor shall be afforded an opportunity to offer documentary evidence in support of its appeal. A decision shall be rendered within thirty (30) days of receipt of appeal. ACT Financial Controller decision is final.

**18. TERMINATION FOR CONVENIENCE**

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

**19. TERMINATION FOR DEFAULT**

- a. JFTC may, subject to the provisions of paragraph c. below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
  - (1) If the Contractor fails to make delivery of the supplies or to perform the Services within the time specified herein or any extension thereof; or
  - (2) If the Contractor fails to perform any of the other provisions of this Contract, or does not make adequate progress such that failure endangers performance of this Contract in

---

accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

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

---

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

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

## **20. LIMITATION OF LIABILITY**

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

## **21. EXPORT CONTROL**

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

## **22. RISK OF LOSS**

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

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

## **23. AUTHORISATION TO PERFORM**

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

## **24. PERFORMANCE**

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

---

**25. TRAVEL**

- a. Travel by Contractors in support of the JFTC mission will only be performed when a member of the approved International JFTC Peacetime Establishment is unable to perform the mission.
- b. Since travel may be required during the period of performance, it will be up to the COTR to identify requirements, as well as to obtain NATO authorized travel orders for Contractor's personnel in accordance with the ACT Financial Manual, Section 24 and JFTC Directive "Travel on International Duty", including to obtain advance approval from the Contracting Officer on travel and per diem costs.
- c. Once Contractor travel has been established under a Contract and the Contractor is tasked to travel, the JFTC Contractor Travel Request form must be filled out and approved prior to any travel being conducted.
- d. The JFTC Travel Office will set the Transport Ceiling Cost and at that time the Contractor may elect to book their transportation with the JFTC Travel Office.
- e. Transport tickets purchased through the JFTC Travel Office will be paid by JFTC, and the applicable travel line of the Contract will be charged. These costs will not be invoiced by, or paid to, the Contractor company. When transport tickets are purchased through another source only the ceiling cost allocated by the JFTC Travel Office will be reimbursed to the Contractor company.
- f. Expenses for travel and per diem will be in addition to the firm-fixed-price hourly rates for contracted services presented herein. The Contractor will be reimbursed for travel expenses based on the NATO Group III daily subsistence allowance for meals, lodging, incidental expenses and any applicable overhead and/or fees in connection with the travel. When air or train transportation is utilised as the primary mode, the ceiling price will be based on the lowest economy class non-refundable whenever such fare is available to meet the requirement. JFTC is not responsible for any costs associated with e.g. initial travel to take up duties, travels for leave or holidays, and final travel from the normal duty station to home country.
- g. Within the scope of this Contract, Contractor Personnel are not required to travel outside the NATO/PfP Area. Should travel to Areas of Operation/s (AO) be required in order to comply with the tasks stated in this Contract, a separate annex will be concluded between the Parties. If the parties fail to reach an agreement and conclude an annex within 3 weeks from a date announced by JFTC, JFTC holds the right to terminate the entire Contract.
- h. The SUPPLIER should submit an invoice for travel within ten (10) working days after completion of the travel. Such invoice must contain copies of all relevant back-up documentation in addition to JFTC signed approval of the travel.
- i. Expenses claimed more than three (3) months subsequent to the completion of the travel will not be compensated.
- j. Upon termination or expiry of this Contract the deadline for submitting travel expense claims is one (1) month from the date of Contract termination or expiry.

**26. CONTRACTOR NOTICE REGARDING DELAY**

---

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

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

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

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

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

## **29. INSURANCE**

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

## **30. PATENT INDEMNITY**

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

---

regulations to participate in the defense thereof; and further, such indemnity shall not apply to:

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

### **31. INTELLECTUAL PROPERTY**

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

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

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

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

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

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

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

---

### 35. SOFTWARE RELEASES AND UPDATES

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

### 36. PROHIBITION OF SEXUAL EXPLOITATION AND ABUSE, AND SEXUAL HARASSMENT

- a. The Contractor shall take all appropriate measures to prevent and respond to sexual exploitation or Sexual Abuse (“SEA”) and Sexual Harassment (“SH”) of anyone by its employees or any other persons engaged and controlled by the Contractor, or its Subcontractor, to perform any services under the contract, including but not limited to vetting its potential employees. In the performance of the contract, the Contractor shall comply with the standards of conduct set forth in the “The NATO Policy on Preventing and Responding to Sexual Exploitation and Abuse” of 20 November 2019.
- b. In particular, the Contractor and Contractor’s employees shall not engage in any conduct that would constitute sexual exploitation or sexual abuse:
  - (1) Sexual Exploitation is any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Acts that constitute sexual exploitation include, but are not limited to, the exchange of money, goods or other commodities and or services, employment or any exchange of assistance that is due to the local population in exchange for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour. All such transactional sex, including the exploitation of the prostitution of others, is a form of sexual exploitation. Sexual relationships based on inherently unequal power dynamics are a form of sexual exploitation.
  - (2) Sexual abuse is any actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. Acts that constitute sexual abuse include, but are not limited to, any action or behaviour of a sexual nature that coerces, threatens or forces a person to engage in a sexual activity, or any unlawful sexual activity with a person under the age of eighteen (18).
- c. Contractor and Contractor’s employees will also not engage in any conduct that would constitute sexual or workplace harassment:
  - (1) Sexual harassment is any unwelcome and unwanted behaviour of a sexual nature, whether verbal or physical that is offensive and creates a hostile or intimidating work environment.
  - (2) Sexual harassment may include unwelcome sexual advances, unsolicited requests for sexual favours, or any other behaviour of a sexual nature that might reasonably be expected or be perceived to intimidate, cause offense or humiliation to another, when such conduct interferes with work or is made a condition of employment. Sexual harassment is particularly egregious when it is linked with direct or implied threats or promises about career prospects (“quid pro quo” harassment).
  - (3) Sexual harassment may occur between persons of any gender who can be either the target or the perpetrators of sexual harassment.

- 
- d. Contractor and Contractor's employees will also not engage in any conduct that would constitute workplace harassment or discrimination (i.e. gender, race or ethnic origin, religion or belief, disability, age or sexual orientation, etc.) and others counter to ACT, HQ SACT and NATO's code of conduct policies.
  - e. In the performance of the contract, should sufficient information of conduct described above against the Contractor or Contractor's employees be brought to HQ SACT's [JALLC, JFTC, JWC]'s attention, HQ SACT [JALLC, JFTC, JWC] shall commence a review into the Contractor's or Contractor's employees' conduct in this regard in accordance with HQ SACT and /or NATO [JALLC, JFTC, JWC] regulations, rules, policies and procedures.
  - f. The Contractor acknowledges and agrees that any breach of any of the provisions set forth in this Clause, shall constitute a breach of an essential term of the contract, and, in addition to any other legal rights or remedies available to any person, may give rise to grounds for suspension or termination of the contract. The Contracting Officer may terminate the contract without notice if it is found, after an inquiry instituted by HQ SACT [JALLC, JFTC, JWC], that illicit gratuities (in the form of entertainment, gifts or others) were offered or given by the Contractor, its agents, employees or representatives to HQ SACT [JALLC, JFTC, JWC] personnel with respect to the award of this contract or to the taking of any decision regarding its execution.
  - g. In addition, nothing herein shall limit the right of HQ SACT [JALLC, JFTC, JWC] to refer any alleged breach of the foregoing standards of conduct or any other terms of the Contract to the relevant national authorities for appropriate legal action.

### **37. ORGANISATIONAL CONFLICTS OF INTEREST (OCI)**

- a. Organisational conflicts of interest may occur when factors create an actual or potential conflict of interest on an instant contract, or when the nature of the work performed on the instant contract creates an actual or potential conflict of interest on a future acquisition. In the latter case, some restrictions on future activities of the contractor may result.
- b. Contractors must implement a programme to monitor, detect, and mitigate/remediate organisational conflicts of interest. While Contracting Officers retain authority to approve mitigation or remediation measures once OCI are identified, the primary burden of detecting, identifying and disclosing OCI to the Contracting Officer and proposing suitable mitigation or remediation measures falls on the contractor.
- c. The two underlying principles regarding OCI are:
  - (1) Preventing the existence of conflicting roles that might bias a contractor's judgment; and
  - (2) Preventing unfair competitive advantage. An unfair competitive advantage exists where a contractor competing for award of any contract possesses:
    - Proprietary information that was obtained from a NATO official, staff member, or NATO contractor without proper authorisation; or
    - Information that is relevant to the contract but is not available to all competitors, where such information would assist that contractor in obtaining the contract.
- d. Contracting Officers and potential bidders shall analyse planned acquisitions in order to:
  - (1) Identify and evaluate potential OCI as early in the acquisition process as possible; and
  - (2) Avoid, neutralise, or mitigate significant potential conflicts before contract award,

where possible, or post award when the OCI is not revealed prior to award.

- e. The Contracting Officer shall award the contract to the apparent successful bidder unless a conflict of interest is determined to exist that cannot be avoided or mitigated. Before determining to withhold award based on conflict of interest considerations, the Contracting Officer shall notify the Contractor, provide the reasons therefor, and allow the Contractor a reasonable opportunity to respond. If the Contracting Officer finds that it is in the best interest of the HQ SACT [JALLC/JFTC/JWC] to award the contract notwithstanding a conflict of interest, the Contracting Officer will issue a waiver and disclose the award and the existence of the OCI to the Financial Controller. The waiver request and decision shall be included in the contract file.
  
- f. Obligations of the Parties.
  - (1) When a Contractor or Prospective Contractor becomes aware of the existence or potential for an OCI, the Contractor is obligated to disclose the existence, nature, and supporting evidence of the conflict. Contractors or Prospective Contractors will be deemed to be aware of the existence or potential for an OCI when the Contractor or Prospective Contractor actually knows or reasonably should know of the existence of the actual or potential OCI.
  - (2) If the Contracting Officer becomes reasonably aware that the award of a contract will restrict the contractor's eligibility for future contract work, the Contracting Officer will disclose this fact in writing to the Contractor prior to the award, where practicable, and will permit the Contractor or prospective Contractor 7 days to make an election regarding award, discontinuing performance, or submitting an OCI mitigation plan for the Contracting Officer's approval. The sufficiency of the OCI mitigation plan is in the Contracting Officer's sole discretion.

### **38. OTHER PROVISIONS**

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

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

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

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

### **40. ENFORCEMENT**

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

### **41. ORDER OF PRECEDENCE**

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

### **42. ENTIRE AGREEMENT**

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

**PART III – TECHNICAL INFORMATION**

**STATEMENT OF WORK**

## **1. INTRODUCTION**

The Joint Force Training Centre (JFTC), located in Bydgoszcz, Poland, conducts pre-deployment training activities for current theatres of operations and other exercises and training events (TEs) as assigned by Allied Command Transformation (ACT). The JFTC also plans and executes routine NATO Command Structure (NCS) / NATO Response Force (NRF) / NATO Force Structure (NFS) training for operational elements. Scope of training ranges from the individual to formed tactical and operational headquarters levels.

The JFTC comprises the Commander (COM) and Command Group (CG) with Staff Advisory Group (SAG), and three functionally aligned Staff Divisions: The Headquarters Support Division (HSD) is responsible for infrastructure and resources; the Training and Exercise Division (TED) is responsible for the delivery of training; and the Training and Exercise Enabling Division (TEED) is responsible for JFTC's technical platform.

The requirement for contractor support is crucial to ensure timely development and delivery of training events to NATO training audiences (TAs).

## **2. BACKGROUND**

The Office of Budget and Finance (BUDFIN) as part of the SAG ensures financial management at the JFTC and in support of static and, as required, distributed training and experiments. BUDFIN is responsible for all the budgetary and financial aspects.

The significant increase of budgetary resources assigned to JFTC in support of the new tasks added to the JFTC POW and static JFTC requirements, lead to subsequent increase in the volumes of financial transactions processed by the Office of Budget and Finance (BUDFIN).

The growth of budgets, transaction volumes and overall intensity of corresponding efforts in BUDFIN Office, trigger the requirement to re-model selected processes within the BUDFIN Office in pursue for efficiency while adjusting to the increased workload and intensity. Accordingly, the Contractor will reinforce the Fiscal and Accounting functions at JFTC and execute tasks centred on Accounts Receivables, VAT and excise duty reimbursement process (execution of privileges granted by the Host Nation) and processing travel claims

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

### **a) Type of Contract.**

This is a Commercial Personnel Services Contract in accordance with the JFTC Special Terms and Conditions for Commercial Personnel Services Contracts in Support of Training Events (JFTC STs&Cs); as such it is a Level of Effort contract with a maximum limit or fraction thereof as set forth in the Statement of Work. All employer responsibilities for the Contractor Personnel performing under this Contract shall lie with the Contractor. The Contractor shall apply best efforts towards accomplishing the contract work as described in paragraph 5 of this SOW.

### **3.2. Period of Performance.**

**3.2.1. Base period:** The contract duration begins on the date of award (estimated 1 July 2026). The total number of billable working days will be prorated against an annual limit of 230 days, based on the actual start date.

**3.2.2. Option periods:** there are 4 (four) contract option periods (years) that may be exercised at the sole discretion of the Contracting Officer, based on satisfactory performance, availability of funds

---

and ongoing/ evolving requirement. Execution of the option periods shall be confirmed in writing by the Contracting Officer 30 days prior to expiration of the current year of performance.

#### **4. SCOPE OF WORK**

Tasks and responsibilities:

- (1) Prepares and issues Collection Vouchers/Account Receivables invoices (using accounting system FinS) for recovery of all reimbursable expenses, including those incurred against reimbursable and delegated budgets as well as taxes paid for which JFTC is entitled to claim reimbursement.
- (2) Prepares appropriate cost split reports in support of the above Accounts Receivable invoices issued and sends those to respective customers.
- (3) Monitors the payment status of outstanding Accounts Receivables invoices and ensures that payments are received in a timely manner, and that overdue items are investigated and resolved.
- (4) Administers the Accounts Receivables process and closely cooperates with Budget Manager to ensure the funds delegated by other HQ/Agencies for reimbursable events are correctly accounted for.
- (5) Prepares the documentation (including formal reimbursement claim and associated invoices) related to the financial privileges granted by the Host Nation (VAT and excise duty reimbursement) with regards to official JFTC business and Morale and Welfare Programme to ensure completeness of the claims.
- (6) Receives all Expense Reports from JFTC travelers conducting duty travels in support of JFTC activities.
- (7) Reviews, pre-approves, enters and processes the resulting Travel Claims of JFTC staff in the accounting system FinS, based on travelers' Expense Reports, to include all calculations (i.e. NIC and LWR subsistence allowance). Monitors status and ensures the payments are executed timely.
- (8) Answers JFTC staff inquiries concerning the calculations and status of Travel Claims, travel policies and payments.
- (9) Assists the Fiscal Officer in fiscal year and end of month closing processes as well as in filling out supporting financial documentation.
- (10) Introduces new staff members to FinS
- (11) Supports in introduction of AP invoices to FinS in periods of high intensity / peak activities.

The duties listed above are intended only as a general illustration of the various types of work that may be performed by the Contractor. Other related tasks and duties may be assigned by BUDFIN Branch Head within overall scope of BUDFIN responsibilities.

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

- a) Contractor Performance Coordination

The Contractor is expected to establish their own daily routine based on a self-assessment of the defined requirements and priorities. The Contractor shall be assigned to a Contracting Officer Technical Representative (COTR) who will receive a letter of appointment from the Contracting Officer that describes in detail their roles and responsibilities to which they shall sign formal acceptance. The COTR, while authorised 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. The COTR may provide additional guidance as required or requested and may provide prioritisation 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:

- a. Resolve outstanding disputes, problems, deficiencies, and/or questions on the technical aspects of the Statement of Work;
- b. Review (and approve) all Contractor duties for completeness and accuracy;
- c. Review the Contractor’s work. The COTR’s written approval of work reported and deliverables submitted is mandatory for Contractor’s invoices to be successfully processed.

b) Contractor Reporting.

The Contractor personnel will report monthly to the COTR on all work performed and completed. Each Contractor will fill in the timesheet provided by the JFTC. Signed timesheets will be forwarded to the COTR for review and further processing.

## **6. QUALITY AND ACCURACY OF PRODUCTS AND SERVICES**

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

- a) Incorporate appropriate management practices for quality assurance of all data, documentation and support the JFTC’s inspection and acceptance procedures necessary to ensure that data and documentation is prepared and delivered in accordance with the contract.
- b) All deliverable documents, whether draft or final, shall be delivered as an electronic file using an appropriate Microsoft Office suite file format compatible with Office 2016 (or newer) prior to final submission for JFTC’s review, comment and editing.

## **7. PERSONNEL REQUIRED FOR THE STATEMENT OF WORK**

a) Overview.

The Contractor shall provide 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 one or more of the key personnel for whatever reason becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding fifteen (15) 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 authorised 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 authorised 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, or, at the discretion of the Contracting Officer if he finds the Contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the JFTC for any resultant delay, loss, or damage.

b) Experience and Education Requirements.

7.2.1. Essential Experience.

- (1) Minimum 2 years relevant experience in accounting, economics, finance, business or banking.
- (2) At least 6 months experience in performing operations using a comprehensive automated financial/accounting systems.
- (3) Documented understanding of accounting standards and comprehensive automated financial systems;
- (4) Competency in the use of Microsoft Excel functions.

7.2.2. Education:

- University degree in accounting, economics, finance, business or banking, or
- Secondary education plus 5 additional years of relevant professional experience in addition to the essential experience listed above (no overlap permitted).

c) Essential Language Skills.

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
- 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.

## **8. PLACE OF PERFORMANCE**

The Contractor will deliver the service mainly at the Joint Force Training Centre, in Bydgoszcz 85-312, ul. Szubinska 2, Poland.

## **9. REQUIRED TRAVEL.**

a) Travel may be required (within and outside of 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 15 calendar days per year. Expenses incurred for travel shall be billed at a cost, not to exceed economy air (changes authorised) or second-class rail ticket.

b) 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 JFTC Directive 55-02 Travel on International Duty. Rates of per diem shall be that of a NATO employee as cited in the NATO per diem rates chart.

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

a) The Contractor will:

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

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

b) The JFTC will:

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

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

a) Security Requirements.

---

For the Request for Visit procedures, Personal Security Clearances (PSC), and Facility Security Clearance (FSC), the Directive on Classified Project and Industrial Security (AC/35-D/2003-REV5) applies.

b) Personal Security Clearance (PSC).

The Contractor must provide in advance the Request for Visit signed by the National Security Agency confirming valid clearance to NATO SECRET level throughout the term of contract at JFTC according to NATO Directive on Classified Project and Industrial Security Dated 19 May 2015 mainly in Appendix 8 Annex 1 AC/35-D-Rev5 herein. No waiver to this requirement shall be granted. No personnel without the needed clearance in place may be assigned. 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 shall obtain all needed security clearances for its personnel performing the services under this SOW prior to start of the contract. The Contractor must provide advance written proof of the ability to assign fully cleared personnel prior to contract award.

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

The facility of the Contractor/Sub-contractor shall hold a NATO Secret Facility Security Clearance with or without storage capabilities based on the Project - Contract Security Classification Guide outcome. 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. Facility Security Clearance Confirmation must be provided by respective NSA (based on JFTC request) before start of the contract.

d) 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. The contractor undertakes to familiarize, sign and follow the Security Aspects Letter presented to them.

e) 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. Provisions of this clause will remain in force notwithstanding the termination of this Contract regardless of the cause for termination.

## 12. OWNERSHIP OF WORK

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

## 13. NON-COMPLIANCE

---

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

#### **14. MISCELLANEOUS**

- a) 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.

#### **15. POINTS OF CONTACT**

- a) All questions concerning the work requirement, schedule, and project coordination will be referred to the COTR. The Contractor will coordinate the development and delivery of all tasks and deliverables prepared under this contract with the COTR.
- b) In case of any contractual matters the Contractor shall contact the Contracting Officer or the designated by the CO person.



**Joint Force Training Centre  
Security Branch**

Bydgoszcz | POLAND



Internal tracking No.:

**FROM: JFTC**  
**TO:**  
**SUBJECT: NATO SECURITY ASPECTS LETTER**  
**DATE:**

**REFERENCES:** A) AC/35-D/2003-REV5 – Directive on Classified Project and Industrial Security

Dear Recipient,

1. In the performance of this contract, the prime Contractor and any Sub-contractor(s) are required to comply with NATO security regulations as implemented by JFTC and the National/Designated Security Authority (NSA/DSA) of the nation in which the company is based, or the nation in which the work is performed or in the contracts involving NATO SECRET (NS) information as established in the Project - Contract Security Classification Guide.
2. All classified information and material shall be protected in accordance with the requirements established by JFTC and the NSA/DSA of the nation in which the company is based, or the nation in which the work is performed or in the case of NS information as may also be established in the Contract Security Clause.
3. In particular, the Contractor shall:
  - (a) appoint a Facility Security Officer (FSO) to be responsible for supervising and directing security measures in relation to the Request for Proposals (RFP), contract/s or sub-contract/s;
  - (b) submit in due time to the NSA/DSA the personal particulars of the person the contractor wishes to employ on the project with a view to obtaining Personnel Security Clearances (PSCs) at the required level where NATO CONFIDENTIAL (NC) and above is involved;
  - (c) maintain, through the FSO responsible for security measures, a continuing relationship with the NSA/DSA and/or the JFTC Contracting Authority in order to ensure that all NATO classified information involved in the bid, contract or sub-contract is properly safeguarded;

- 
- (d) limit the copying of any classified material (including documents) to the absolute minimum to perform the contract;
  - (e) supply the NSA/DSA, when so requested by the latter, with any information on the persons who will be required to have access to NATO classified information;
  - (f) maintain a record of employees taking part in the project and who have been cleared for access to NATO classified information. This record must show the period of validity and the level of the clearances. All records must be kept for a minimum of 5 years;
  - (g) deny access to NATO classified information to any persons other than those authorised to have access by the NSA/DSA or in the case of NR information as determined by the need-to-know;
  - (h) limit the dissemination of NATO classified information to the smallest number of persons as is consistent with the proper execution of the contract or sub- contract;
  - (i) comply with any request that persons to be entrusted with NATO classified information sign a statement undertaking (Acknowledgement of Responsibilities) to safeguard that information and signifying their understanding of their obligations under national legislation on the safeguarding of classified information, and that they recognise that they may have comparable obligations under the laws of the other NATO nations in which they may have access to classified information;
  - (j) report to the Security Office of JFTC and to the appropriate NSA/DSA any breaches or suspected breaches of security, suspected sabotage or subversive activity, any breach giving rise to doubts as to the trustworthiness of an employee, any changes in the ownership, supervisory or managerial staff of the facility or any changes that affect the security arrangements and security status of the facility, and any other information which may be required by JFTC and the NSA/DSA, such as reports on holdings of NATO classified information or materiel;
  - (k) obtain the approval of the JFTC Contracting Authority before beginning negotiations with a view to sub-contracting any part of the work which would involve the Sub-contractor having possible access to NATO classified information, and to place the Sub-contractor under appropriate security obligations which in no case may be less stringent than those provided for by contract;
  - (l) undertake not to utilise any shared NATO classified information, other than for the specific purpose of the bid, contract or sub-contract, without the written permission of JFTC, and returns to JFTC all classified information referred to above, as well as that developed in connection with the contract or sub-contract unless such information has been destroyed, or its retention has been duly authorised by the JFTC Contracting Authority. Such NATO classified information shall be returned at such time as the contracting office may direct; and
  - (m) comply with any procedure established with respect to the dissemination of NATO classified information in connection with the contract or sub-contract.

4. Any person taking part in the performance of work of classified parts of which are to be safeguarded, must possess the appropriate NATO security clearance issued by their NSA/DSA. The level of this clearance must be at least equal to the security category of the materiel, the related information or specifications where NC or above in involved.

5. Unless specifically authorised to do so by JFTC, the Contractor may not pass on any NATO classified information to any third party to whom a request to supply goods or services has been submitted.

6. No change in level of classification or de-classification of documentation or materiel may be carried out unless written authority in this respect is obtained from JFTC.
7. No Communication and Information Systems (CIS) may be used for processing classified information without prior accreditation by the responsible authorities.
8. Failure to implement these provisions and the security regulations established by JFTC and the NSA/DSA of the nation where the company is based, or the nation where the contractual work is being performed may result in termination of this contract without reimbursement to the Contractor or claim against NATO, JFTC or the national government of the said nation.
9. The Security Classification Guide indicates the degree of classification of the data and materiel (equipment, information, technical manuals, specifications) which may be handled in the performance of work under this contract, and which must be safeguarded in accordance with the provisions of this letter.
10. The contractor shall return any classified information provided or generated under the contract unless the contracting authority has given written approval to retain such classified information, e.g. for warranty purposes.
11. The Contractor shall be required to acknowledge receipt of an accompanying Security Aspects Letter (SAL) or Program security Instruction (PSI) that is made part of the applicable contract and confirm that it understands the security aspects defined. With respect to contracts involving only NS information the Contractor shall also be required to confirm that it will comply with the provisions of the Contract Security Clause and specifically that any company CIS used to handle or process NS classified information has been appropriately security accredited.

Signature

JFTC Contracting Officer

#### **CONTRACTOR ACKNOWLEDGEMENT**

The Contractor acknowledges receipt of this Security Aspects Letter that is made part of the applicable contracts and confirm that it understands and will comply with the security aspects defined. The Contractor further acknowledges that it will comply with the provisions of the Contract Security Clause, specifically any contractor CIS used to handle or process NS classified information has been appropriately security accredited.

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

Contractor's Facility: \_\_\_\_\_

Security Officer's Name (print): \_\_\_\_\_

Security Officer's Signature: \_\_\_\_\_

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