



NORTH ATLANTIC TREATY ORGANISATION
JOINT FORCE TRAINING CENTRE
ul. Szubinska 2
85-915 Bydgoszcz 15
Poland



INVITATION FOR INTERNATIONAL BIDDING

IFIB-ACT-JFTC 16-53

**SHORT TERM OPERATIONAL CONTRACTORS IN SUPPORT OF
NATO PRE-DEPLOYMENT TRAINING MISSIONS IN AFGHANISTAN**

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PART 1 - BIDDING INSTRUCTIONS

1. General

The purpose of this Invitation for International Bidding (IFIB) is the competitive selection of the lowest compliant bidders offering services for the following functions/positions in Support of NATO Pre-deployment Training Missions in Afghanistan:

- Advisor Coordinator Assistant,
- Ministry of Interior Advisor,
- Ministry of Defence Advisor,
- Security Force Assistance Subject Matter Expert,
- Event Manager Staff Routine,
- INTEL Manager Assistant,
- Scenario Manager Assistant/ TAAC-N Storyline Scripter,
- TAAC-N Coordinator Assistant/ TAAC-N Essential Functions Storyline Scripter,
- Afghan Country Matter Advisor #1,
- Afghan Country Matter Advisor #2.

The result of bidding will be Task Order (TO), Indefinite Delivery (ID) Requirements Contract/s (RC).

2. Classification

This IFIB is an UNCLASSIFIED document.

3. Definitions

- a) The "Prospective Bidder", shall refer to the entity that has completed and returned the Acknowledgement of Receipt letter of this IFIB, and has indicated thereon its intention without commitment, to participate in this IFIB.
- b) The term "Bidder", shall refer to the bidding entity that has completed a bid in response to this IFIB.
- c) The term "Contractor" shall refer to the bidding entity to which the contract is awarded.
- d) The term "Contracting Officer" or "CO" designates the official who executes this IFIB on behalf of the JFTC.
- e) "Contracting Officer's Technical Representative" or "COTR" is the official who is appointed for the purpose of determining compliance of the successful bid, per the technical specifications.
- f) The term "JFTC" shall refer to the Joint Force Training Centre.
- g) The term "ACT" shall refer to the Allied Commander Transformation.
- h) The term "NATO", shall refer to the North Atlantic Treaty Organisation.
- i) The term "days" as used in this IFIB shall, unless otherwise stated, be interpreted as meaning calendar days.

4. Eligibility

This IFIB is opened to governmental or commercial entities that:

- a) originate or are chartered/incorporated within NATO member nations,
- b) Have performed the desired past performance including size, cost and scope, as described in this IFIB.
- c) Contractor personnel performing services under the contract must be citizens of a NATO nation, having appropriate professional training and experience in related field(s), and meet applicable criteria for personal security clearances.

5. Exemption of taxes

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

6. Amendment or Cancellation

- a) The JFTC reserves the right to amend or delete any one or more of the terms, conditions or provisions of the IFIB prior to the date set for bid closing. A solicitation amendment or amendments shall announce such action.
- b) The JFTC reserves the right to cancel, at any time, this IFIB either partially or in its entirety. No legal liability on the part of the JFTC shall be considered for recovery of costs in connection to bid preparation. All efforts undertaken by any bidder shall be done considering and accepting, that no costs shall be recovered from the JFTC. If this IFIB is cancelled any/all received bids shall be returned unopened, per the bidder's request.

7. Clarifications to the Solicitation

- a) Prospective Bidders should seek clarification at their earliest convenience. Any explanation regarding the meaning or interpretation of this IFIB, terms, clause, provision or specifications, shall be requested in writing, from the Contracting Officer. The Contracting Officer must receive such requests for clarification no later than 28 calendar days prior to the bid closing date.
- b) Information in response to a request for clarification to a prospective bidder shall be furnished to all prospective Bidders as a Question and Answer amendment. All such amendments shall be incorporated into this IFIB. Oral interpretations shall not be binding.

8. Bid Closing Date

Bids shall be received at the JFTC Contracting Office, **no later than 09 November 2016, 14:00 hours, Central European Time.**

9. Bid Validity

Bids shall remain valid for a period of ninety days (90) from the applicable closing date set forth within this IFIB. The JFTC reserves the right to request an extension of validity. The

Bidder shall be entitled to either grant or deny this extension of validity. The JFTC shall automatically consider a denial to extend the validity as a withdrawal of the bid.

10. Contents of Proposal

The proposal shall consist of the following minimum paper documents:

- a) A table of contents for the entire proposal (See Checklist provided as Enclosure #1);
- b) The Bidder's full name, address, Points of Contact, telephone number, fax number and e-mail address;
- c) Compliance Statement (See Enclosure # 3);
- d) Company Price Proposal (Enclosure # 4);
- e) Appropriate technical documentation to determine whether proposed services, terms and conditions unequivocally comply with all the requirements of this IFIB, including Technical Evaluation Matrix (TEM) for the Key Personnel (Enclosure #5). The TEM must be supported with Curriculum Vitae and copies of certificates, diplomas, letters of reference, letters of appreciation, etc. that would support to ascertain whether the individual have adequately demonstrated that he/she possess the required education, qualifications, experience, skills and knowledge;
- f) Certification of Security Clearance (Enclosure #6);
- g) Past Performance Information Form (Enclosure #7).

11. Proposal Submission

- a) The whole proposal shall be made in English language. Any copies of documents that were issued in other languages must be translated into English (self-translation will be accepted).
- b) Bids must be submitted in accordance with **DOUBLE ENVELOPE SYSTEM**:
 - i. The **Outer Envelope** or parcel should be sealed and carry the following information as presented in the Enclosure # 2. The outer envelope must contain two **inner envelopes**, namely:
 - ii. **Inner Envelope A** – containing **Technical and Administrative Proposal**,
 - iii. **Inner Envelope B** – containing **Price Proposal**,**each of them separately sealed and identified.**
- c) An electronic copy (via e-mail) of the Technical and Administrative proposal is required to the Contracting Officer, prior to the established Bid Closing Date. The Bidders shall not include the Price Proposal.
- d) Partial bidding is permitted.
- e) Proposal packages may be made by mail, courier or hand carried.
- f) Proposal packages are to be handed to a member of Contracting Office or other members of Budget and Finance Branch, who shall endorse the package with a time date and delivery official shall counter sign, as to the accuracy of the recording. The delivery time shall be scheduled between 08:00 and 15:00 CET (between Monday and Friday only).

- g) Quotations shall be made as net price in the National Currency of the Bidder.
- h) For the purpose of the price comparison all quoted prices will be converted by the Contract Award Committee into PLN on the basis of the Bank Pekao S.A. selling exchange rates at close of business of the last working day preceding the Bid Closing Day.
- i) It is the sole responsibility of the interested company to review any Q & A that may be issued in support of this solicitation, prior to bid submission.
- j) No oral bids or oral modifications or telephonic bids shall be considered.
- k) It is the ultimate responsibility prior to submission that all proposal submissions are reviewed to ensure they meet the technical and administrative specifications and that offers meet the limitations and expressed conditions.

12. Late Proposals

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

13. 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 or facsimile, with attention to the JFTC CO. The proposal shall be returned unopened, at the expense of the bidder.

14. Bid Evaluation

- a) The evaluation of bids and determination as to the responsiveness and technical adequacy or technical compliance, of the products or services requested, shall be the responsibility of the JFTC. Contract award shall be based upon the lowest priced, technically compliant bid. Such determinations shall be consistent with the evaluation criteria specified in the IFIB. The JFTC is not responsible for any content that is not clearly identified in any proposal package.
- b) Proposals shall be evaluated taking into consideration of the following factors:
 - Successful administrative submission of bid packages and requested Enclosures 1, 3-7, as listed in this IFIB (Pass/Fail).
 - Successful determination of Technical Compliance (Pass/Fail).
 - Upon determination that the technical volume is responsive and technically compliant, such offers shall be approved to the next phase (price) of the Contract Award Committee (CAC) two-step process.
 - Successful cost price criteria (Lowest Priced Technically Compliant Offer). The CAC shall open and record the price proposals of the Technically Compliant offers. No deviation from proposed pricing will be authorised.

15. Clarifications of Bids

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

16. Award

- a) The JFTC CAC will consider splitting the contract into multiple awards.
- b) The JFTC CAC shall award the contract(s) to the Bidder(s) whose conforming proposal(s) represent the lowest compliant offer(s).
- c) When determining the lowest offer, from all compliant offers, JFTC shall consider the aggregate price of split awards as the total cost.
- d) The JFTC reserves the right to negotiate minor deviations to the listed Special and General Terms and Conditions to this IFIB.
- e) Contract Award date is anticipated in November 2016.

17. Communications

All communication related to this IFIB, between a prospective bidder and the JFTC shall be only through the JFTC CO. Designated contracting staff shall assist the JFTC CO in the administrative process. There shall be no contact with other JFTC personnel in regard to this IFIB. Such adherence shall ensure fair and open competition with equal consideration and competitive footing leverage to all interested parties.

18. Points of Contact

Ryszard PIASECKI, JFTC Contracting Officer
ryszard.piasecki@jftc.nato.int

All correspondence shall be forwarded to:

Joint Force Training Centre
BUDFIN – Contracting Office
IFIB-ACT-JFTC 16-53
ul. Szubinska 2
85-915 Bydgoszcz (Poland)

IFIB-ACT-JFTC 16-53, Proposal Content / Checklist

Enclosure 1

Table of Contents

- ☐ Bidder's full name, address, POC, telephone number, fax number, e-mail address.
- ☐ Compliance Statement (Enclosure #3).
- ☐ Price Proposal (Enclosure #4).
- ☐ Technical proposal, including Technical Evaluation Matrix (Enclosure #5) with CVs (resumes), copies of certificates, diplomas, letters of reference, letters of appreciation, etc.
- ☐ Certification of Security Clearance (Enclosure #6).
- ☐ Past Performance Information Form (Enclosure #7).

IFIB-ACT-JFTC 16-53, Address Label

Enclosure 2

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

SEALED BID TO IFIB-ACT-JFTC 16-53

(To be opened by Contract Award Committee [CAC] Only)

Sender:

**Joint Force Training Centre (JFTC)
IFIB-ACT-JFTC 16-53
Attn: Ryszard PIASECKI
ul. Szubinska 2
85-915 Bydgoszcz
POLAND**

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

IFIB-ACT-JFTC 16-53, Compliance Statement

Enclosure 3

It is hereby stated that our Company has read and understood all documentation issued as a part of IFIB-ACT-JFTC 16-53. The proposal of our Company submitted in response to the referenced solicitation is fully compliant with the provisions of IFIB-ACT-JFTC 16-53, and the intended contract with the following exception(s); such exemptions are considered non substantial to the JFTC solicitation provisions issued.

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

Company: _____ Signature: _____
Name & Title: _____ Date: _____
Company Bid Reference: _____

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

Mandatory Price Proposal Format

Enclosure 4

IFIB-ACT-JFTC 16-53 SEALED BID PRICE PROPOSAL

COMPANY NAME: **ABC, Inc**

ADDRESS: **Street,
City, Post code
Country**

**TO: Joint Force Training Centre (JFTC)
Chairperson of Contract Award Committee
ATTN: Mr Ryszard PIASECKI
BUDFIN – Contracting Office
ul. Szubinska 2
85-915 Bydgoszcz
POLAND**

SUBJECT: IFIB-ACT-JFTC 16-53 Sealed Bid Price Proposal

*The proposed daily rates must be **fully “loaded”** and they must include per diem (meals, lodging and incidentals), excluding travel cost.

Mandatory Price Proposal Format

On behalf of (**Insert: Company Name**) please find the Price Proposal submitted in accordance with the terms and conditions stated in IFIB-ACT-JFTC 16-53 and solicitation provisions.

Function/Position	The company proposal for daily rate* (NET amount)
Advisor Coordinator Assistant	
Ministry of Interior Advisor	
Ministry of Defence Advisor	
Security Force Assistance Subject Matter Expert	
Event Manager Staff Routine	
INTEL Manager Assistant	
Scenario Manager Assistant/ TAAC-N Storyline Scripter	
TAAC-N Coordinator Assistant/ TAAC-N Essential Functions Storyline Scripter	
Afghan Country Matter Advisor #1	
Afghan Country Matter Advisor #2	

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

Authorized Company Official:

Printed Name: _____ Title: _____

Position: _____ Signature: _____ Date: _____

*The proposed daily rates must be **fully "loaded"** and they must include per diem (meals, lodging and incidentals), excluding travel cost.

IFIB-ACT-JFTC 16-53, Technical Evaluation Matrix

Enclosure 5

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

The bids will be evaluated as follows:

Compliant (C) = Meets the criterion

Not compliant (N) = Proposal will be deemed non-compliant

IFIB-ACT-JFTC 16-53, Technical Evaluation Matrix

POSITION: ADVISOR COORDINATOR ASSISTANT

KEY PERSONNEL NAME:

#	Criteria	JFTC Evaluation (C/N)	Comments (Contractor should complete each section below outlining how compliance is achieved and concisely demonstrate by direct reference to technical proposal that unequivocally demonstrates compliance)
1	Previous Military experience as a commissioned officer within the NATO environment		
2	Previous Military experience as a Staff Officer		
3	Experience in the RS (Afghanistan) theatre of operations		
4	Experience with NATO exercise planning and conduct		
5	Experience in the conduct of RS pre-deployment training		
6	Experience in Exercise Scenario Development for RS Operations		
7	Experience working within EXCON for RS exercises		
8	Experience in working with and coordinating ANDSF within a training environment		
9	Ability to operate effectively within an exercise planning team		
10	Ability to lead a sub-element of an exercise		

IFIB-ACT-JFTC 16-53, Technical Evaluation Matrix

	planning team		
11	Ability to work within a multi-national, multi-cultural environment		
12	Ability to work independently		
13	Ability to work effectively under constraints of time		
14	Ability to work effectively within a rapidly changing environment		
15	Ability to effectively brief complex subject matter to diverse audiences		
16	Familiarity with NATO Functional Area Systems (FAS)		
17	Proficiency in use of Microsoft Office Software (Outlook, Word, PowerPoint, Excel)		
18	Good working knowledge of Joint Exercise Management Module (JEMM)		
19	Post-secondary education		
20	Native English language speaker or individual presenting very good command of spoken and written English, with a proven ability to communicate effectively orally and in writing at the level of (SLP) NATO STANAG 6001 - 3333 (Listening, Speaking, Reading and Writing). <i>For more details please refer to SOW point 8.3.</i>		

IFIB-ACT-JFTC 16-53, Technical Evaluation Matrix

POSITION: MINISTRY OF INTERIOR ADVISOR

KEY PERSONNEL NAME:

#	Criteria	JFTC Evaluation (C/N)	Comments (Contractor should complete each section below outlining how compliance is achieved and concisely demonstrate by direct reference to technical proposal that unequivocally demonstrates compliance)
1	Previous military experience as a commissioned officer within the NATO environment		
2	Previous military experience as a Staff Officer		
3	Experience as an Advisor in the RS/ISAF (Afghanistan) theatre of operations at the Ministerial (MOI) level		
4	Experience with NATO exercise planning		
5	Experience in the conduct of RS/ISAF pre-deployment training		
6	Experience in Exercise Products / Vignettes Development for RS/ISAF Operations		
7	Experience working within EXCON for RS/ISAF exercises		
8	Experience in working with and coordinating ANDSF within a training environment		
9	Ability to operate effectively within an exercise planning team		

IFIB-ACT-JFTC 16-53, Technical Evaluation Matrix

10	Ability to lead a sub-element of an exercise planning team		
11	Ability to work within a multi-national, multi-cultural environment		
12	Ability to work independently		
13	Ability to work effectively under constraints of time		
14	Ability to work effectively within a rapidly changing environment		
15	Ability to effectively brief complex subject matter to diverse audiences		
16	Familiarity with NATO Functional Area Systems (FAS)		
17	Proficiency in use of Microsoft Office Software (Outlook, Word, PowerPoint, Excel)		
18	Good working knowledge of Joint Exercise Management Module (JEMM)		
19	Post-secondary education		
20	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		

IFIB-ACT-JFTC 16-53, Technical Evaluation Matrix

	Writing). <i>For more details please refer to SOW point 8.3</i>		
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IFIB-ACT-JFTC 16-53, Technical Evaluation Matrix

POSITION: MINISTRY OF DEFENCE ADVISOR

KEY PERSONNEL NAME:

#	Criteria	JFTC Evaluation (C/N)	Comments (Contractor should complete each section below outlining how compliance is achieved and concisely demonstrate by direct reference to technical proposal that unequivocally demonstrates compliance)
1	Previous military experience as a commissioned officer within the NATO environment		
2	Previous military experience as a Staff Officer		
3	Experience as an Advisor in the RS/ISAF (Afghanistan) theatre of operations at the Ministerial (MOD) level or General Staff (MOD) level		
4	Experience with NATO exercise planning		
5	Experience in the conduct of RS/ISAF pre-deployment training		
6	Experience in Exercise Products / Vignettes Development for RS/ISAF Operations		
7	Experience working within EXCON for RS/ISAF exercises		
8	Experience in working with and coordinating ANDSF within a training environment		

IFIB-ACT-JFTC 16-53, Technical Evaluation Matrix

9	Ability to operate effectively within an exercise planning team		
10	Ability to lead a sub-element of an exercise planning team		
11	Ability to work within a multi-national, multi-cultural environment		
12	Ability to work independently		
13	Ability to work effectively under constraints of time		
14	Ability to work effectively within a rapidly changing environment		
15	Ability to effectively brief complex subject matter to diverse audiences		
16	Familiarity with NATO Functional Area Systems (FAS)		
17	Proficiency in use of Microsoft Office Software (Outlook, Word, PowerPoint, Excel)		
18	Good working knowledge of Joint Exercise Management Module (JEMM)		
19	Post-secondary education		
20	Native English language speaker or individual presenting very good command of spoken and written English, with a proven ability to		

IFIB-ACT-JFTC 16-53, Technical Evaluation Matrix

	communicate effectively orally and in writing at the level of (SLP) NATO STANAG 6001 - 3333 (Listening, Speaking, Reading and Writing). For more details please refer to SOW point 6.3.1.		
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IFIB-ACT-JFTC 16-53, Technical Evaluation Matrix

POSITION: SECURITY FORCE ASSISTANCE (SFA) SUBJECT MATTER EXPERT

KEY PERSONNEL NAME:

#	Criteria	JFTC Evaluation (C/N)	Comments (Contractor should complete each section below outlining how compliance is achieved and concisely demonstrate by direct reference to technical proposal that unequivocally demonstrates compliance)
1	Previous military experience as a Staff Officer within the NATO environment		
2	Previous military experience as a planner within a NATO Headquarters		
3	At least six months experience working within the EF/FB SFA process in the Resolute Support (Afghanistan) theatre of operations		
4	Recent experience (past 6 months) working within the RS HQ SFA Centre in Kabul		
5	Knowledge of current processes, procedures & matrix structure of the SFA Centre		
6	Experience in the conduct of RS pre-deployment training with regard to SFA Centre		
7	Experience of Role-Playing Senior Leadership of the SFA Centre in Boards / Working Groups on RS pre-deployment training		
8	Experience in Exercise Products / Vignettes Development for RS/ISAF Operations		
9	Experience working within EXCON for		

IFIB-ACT-JFTC 16-53, Technical Evaluation Matrix

	RS/ISAF exercises		
10	Ability to operate effectively within an exercise planning team		
11	Ability to lead a sub-element of an exercise planning team		
12	Ability to work within a multi-national, multi-cultural environment		
13	Ability to work independently		
14	Ability to work effectively under constraints of time		
15	Ability to work effectively within a rapidly changing environment		
16	Ability to effectively brief complex subject matter to diverse audiences		
17	Familiarity with NATO Functional Area Systems (FAS)		
18	Proficiency in use of Microsoft Office Software (Outlook, Word, PowerPoint, Excel)		
19	Good working knowledge of Joint Exercise Management Module (JEMM)		
20	Certified Basic User Advisor Network Tool (ANET)		
21	Post-secondary education		

IFIB-ACT-JFTC 16-53, Technical Evaluation Matrix

22	<p>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).</p> <p>For more details please refer to SOW point 8.3</p>		
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IFIB-ACT-JFTC 16-53, Technical Evaluation Matrix

POSITION: EVENT MANAGER STAFF ROUTINE

KEY PERSONNEL NAME:

#	Criteria	JFTC Evaluation (C/N)	Comments (Contractor should complete each section below outlining how compliance is achieved and concisely demonstrate by direct reference to technical proposal that unequivocally demonstrates compliance)
1	Previous military experience as a commissioned officer within the NATO environment		
2	Previous military experience as a Staff Officer, Staff College trained		
3	Previous military experience as a planner within a NCS/NFS NATO Headquarters		
4	Experience in organizational change, process analysis and process transition planning in the training environment		
5	Experience with NATO exercise planning as an Scenario Manager		
6	Knowledge and experience of interrogating Advisor Network Tool (ANET) in support of RS pre-deployment training scripting and exercise serials		
7	Experience in the conduct of RS pre-deployment training		

IFIB-ACT-JFTC 16-53, Technical Evaluation Matrix

8	Experience in Exercise Scenario Development for RS Operations		
9	Experience working within EXCON for RS exercises as an Event Manager		
10	Experience in working with and coordinating ANDSF within a training environment		
11	Ability to operate effectively within an exercise planning team		
12	Ability to lead a sub-element of an exercise planning team		
13	Ability to work within a multi-national, multi-cultural environment		
14	Ability to work independently		
15	Ability to work effectively under constraints of time		
16	Ability to work effectively within a rapidly changing environment		
17	Ability to effectively brief complex subject matter to diverse audiences		
18	Demonstrable familiarity with NATO Functional Area Systems (FAS)		
19	Demonstrable detailed knowledge of Joint Exercise Management Module (JEMM)		

IFIB-ACT-JFTC 16-53, Technical Evaluation Matrix

20	Proficiency in use of Microsoft Office Software (Outlook, Word, PowerPoint, Excel)		
21	Demonstrable detailed knowledge of Advisor Network Tool (ANET)		
22	Post-secondary education		
23	<p>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).</p> <p><i>For more details please refer to SOW point 8.3</i></p>		

IFIB-ACT-JFTC 16-53, Technical Evaluation Matrix

POSITION: INTEL MANAGER ASSISTANT

KEY PERSONNEL NAME:

#	Criteria	JFTC Evaluation (C/N)	Comments (Contractor should complete each section below outlining how compliance is achieved and concisely demonstrate by direct reference to technical proposal that unequivocally demonstrates compliance)
1	Previous military experience as an Intelligence Operator within the NATO environment		
2	Previous military experience as a Staff Officer		
3	Previous military experience as a planner within a NATO Headquarters		
4	Knowledge and experience of interrogating Advisor Network Tool (ANET) in support of RS pre-deployment training scripting and exercise serials		
5	Experience in the RS (Afghanistan) theatre of operations within the last six months		
6	Experience in the working structure and processes/procedures within RC-N and/or TAAC-N CJ2 Branch		
8	Experience with NATO exercise planning from a CJ2 perspective		
9	Experience in the conduct of RS pre-deployment training		

IFIB-ACT-JFTC 16-53, Technical Evaluation Matrix

10	Experience in Exercise Scenario Development for RS Operations		
11	Experience working within EXCON for RS exercises		
12	Experience in working with and coordinating ANDSF within a training environment		
13	Ability to operate effectively within an exercise planning team		
14	Ability to lead a sub-element of an exercise planning team		
15	Ability to work within a multi-national, multi-cultural environment		
16	Ability to work independently		
17	Ability to work effectively under constraints of time		
18	Ability to work effectively within a rapidly changing environment		
19	Ability to effectively brief complex subject matter to diverse audiences		
20	Familiarity with NATO Functional Area Systems (FAS) to include INTEL Toolbox		
21	Proficiency in use of Microsoft Office Software (Outlook, Word, PowerPoint, Excel)		

IFIB-ACT-JFTC 16-53, Technical Evaluation Matrix

22	Demonstrate a high standard of knowledge of the Joint Exercise Management Module (JEMM)		
23	Demonstrable detailed knowledge of Advisor Network Tool (ANET)		
24	Post-secondary education		
25	<p>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).</p> <p>For more details please refer to SOW point 6.3.1.</p>		

IFIB-ACT-JFTC 16-53, Technical Evaluation Matrix

POSITION: SCENARIO MANAGER ASSISTANT/ TAAC-N STORYLINE SCRIPTER

KEY PERSONNEL NAME:

#	Criteria	JFTC Evaluation (C/N)	Comments (Contractor should complete each section below outlining how compliance is achieved and concisely demonstrate by direct reference to technical proposal that unequivocally demonstrates compliance)
1	Previous military experience as a commissioned officer within the NATO environment		
2	Previous military experience as a Staff Officer, Staff College trained		
3	Previous military experience as a planner within a NATO Headquarters		
4	Experience in the RS (Afghanistan) theatre of operations within the last six months; preferably Mazar-e-Sharif		
5	Experience with NATO exercise planning as an Scenario Manager		
6	Knowledge and experience of interrogating Advisor Network Tool (ANET) in support of RS pre-deployment training scripting and exercise serials		
7	Experience in the conduct of RS pre-deployment training		
8	Experience in Exercise Scenario Development		

IFIB-ACT-JFTC 16-53, Technical Evaluation Matrix

	for RS Operations		
9	Experience working within EXCON for RS exercises as an Event Manager		
10	Experience in working with and coordinating ANDSF within a training environment		
11	Ability to operate effectively within an exercise planning team		
12	Ability to lead a sub-element of an exercise planning team		
13	Ability to work within a multi-national, multi-cultural environment		
14	Ability to work independently		
15	Ability to work effectively under constraints of time		
16	Ability to work effectively within a rapidly changing environment		
17	Ability to effectively brief complex subject matter to diverse audiences		
18	Familiarity with NATO Functional Area Systems (FAS) to include INTEL Toolbox		
19	Proficiency in use of Microsoft Office Software (Outlook, Word, PowerPoint, Excel)		
20	Demonstrable a high standard of knowledge of		

IFIB-ACT-JFTC 16-53, Technical Evaluation Matrix

	the Joint Exercise Management Module (JEMM)		
21	Demonstrable detailed knowledge of Advisor Network Tool (ANET)		
22	Post-secondary education		
23	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). For more details please refer to SOW point 8.3		

IFIB-ACT-JFTC 16-53, Technical Evaluation Matrix

POSITION: TAAC-N COORDINATOR ASSISTANT/TAAC-N ESSENTIAL FUNCTIONS STORYLINE SCRIPTER

KEY PERSONNEL NAME:

#	Criteria	JFTC Evaluation (C/N)	Comments (Contractor should complete each section below outlining how compliance is achieved and concisely demonstrate by direct reference to technical proposal that unequivocally demonstrates compliance)
1	Previous military experience as a commissioned officer within the NATO environment		
2	Previous military experience as a Staff Officer, Staff College trained		
3	Previous military experience as a planner within a NATO Headquarters		
4	Experience in the RS (Afghanistan) theatre of operations within the last six months, preferably Mazar-e-Sharif		
5	Experience with NATO exercise planning as a Mission Manager		
6	Experience of matrix structures and the Essential Functions process in TAAC-N		
7	Knowledge and experience of interrogating Advisor Network Tool (ANET) in support of RS pre-deployment training scripting and exercise serials		
8	Experience in the conduct of RS pre-		

IFIB-ACT-JFTC 16-53, Technical Evaluation Matrix

	deployment training		
9	Experience in Exercise Scenario Development for RS Operations		
10	Experience of matrix structures and the Essential Function process		
11	Experience working within EXCON for RS exercises		
12	Experience in working with and coordinating ANDSF within a training environment		
13	Ability to operate effectively within an exercise planning team		
14	Ability to lead a sub-element of an exercise planning team		
15	Ability to work within a multi-national, multi-cultural environment		
16	Ability to work independently		
17	Ability to work effectively under constraints of time		
18	Ability to work effectively within a rapidly changing environment		
19	Ability to effectively brief complex subject matter to diverse audiences		

IFIB-ACT-JFTC 16-53, Technical Evaluation Matrix

20	Familiarity with NATO Functional Area Systems (FAS)		
21	Demonstrable a high standard of knowledge of the Joint Exercise Management Module (JEMM)		
22	Proficiency in use of Microsoft Office Software (Outlook, Word, PowerPoint, Excel)		
23	Demonstrable detailed knowledge of Advisor Network Tool (ANET)		
24	Post-secondary education		
25	<p>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).</p> <p>For more details please refer to SOW point 8.3</p>		

IFIB-ACT-JFTC 16-53, Technical Evaluation Matrix

POSITION: AFGHAN COUNTRY MATTER ADVISOR #1

KEY PERSONNEL NAME:

#	Criteria	JFTC Evaluation (C/N)	Comments (Contractor should complete each section below outlining how compliance is achieved and concisely demonstrate by direct reference to technical proposal that unequivocally demonstrates compliance)
1	Previous experience as a White Cell member in the training/exercise conducted by NATO entity during last 12 months		
2	Experience with NATO exercise planning		
3	Experience in the conduct of pre-deployment trainings		
4	Experience in Exercise Scenario Development for RS or Regional Command (RC) Operations		
5	Experience working within EXCON for RS or/and RC exercises		
6	Experience working with and coordinating ANDSF or role players within a training environment		
7	Experience working with entity of Government of Islamic Republic of Afghanistan		
8	Knowledge of current political structure of Islamic Republic of Afghanistan		
9	Knowledge of Afghan behavior within political		

IFIB-ACT-JFTC 16-53, Technical Evaluation Matrix

	and economic environment		
10	Current Knowledge of statistical and historical data regarding Islamic Republic of Afghanistan		
11	Ability to operate effectively within an exercise planning team		
12	Ability to lead a sub-element of an exercise planning team		
13	Ability to work within a multi-national, multi-cultural environment		
14	Ability to work independently		
15	Ability to work effectively under constraints of time		
16	Ability to work effectively within a rapidly changing environment		
17	Ability to effectively brief complex subject matter to diverse audiences		
18	Proficiency in use of Microsoft Office Software (Outlook, Word, PowerPoint, Excel)		
19	Good working knowledge of Joint Exercise Management Module (JEMM)		
20	Post-secondary education		
21	Native English language speaker or individual presenting very good command of spoken and		

IFIB-ACT-JFTC 16-53, Technical Evaluation Matrix

	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>For more details please refer to SOW point 8.3</i>		
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IFIB-ACT-JFTC 16-53, Technical Evaluation Matrix

POSITION: AFGHAN COUNTRY MATTER ADVISOR #2

KEY PERSONNEL NAME:

#	Criteria	JFTC Evaluation (C/N)	Comments (Contractor should complete each section below outlining how compliance is achieved and concisely demonstrate by direct reference to technical proposal that unequivocally demonstrates compliance)
1	Previous experience as a White Cell member in the training/exercise conducted by NATO entity during last 12 months		
2	Experience with NATO exercise planning		
3	Experience in the conduct of pre-deployment trainings		
4	Experience in Exercise Scenario Development for RS or Regional Command (RC) Operations		
5	Experience working within EXCON for RS or/and RC exercises		
6	Experience working with and coordinating ANDSF or role players within a training environment		
7	Experience working with entity of Government of Islamic Republic of Afghanistan		
8	Knowledge of current political structure of Islamic Republic of Afghanistan		

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9	Knowledge of Afghan behavior within political and economic environment		
10	Current Knowledge of statistical and historical data regarding Islamic Republic of Afghanistan		
11	Ability to operate effectively within an exercise planning team		
12	Ability to lead a sub-element of an exercise planning team		
13	Ability to work within a multi-national, multi-cultural environment		
14	Ability to work independently		
15	Ability to work effectively under constraints of time		
16	Ability to work effectively within a rapidly changing environment		
17	Ability to effectively brief complex subject matter to diverse audiences		
18	Proficiency in use of Microsoft Office Software (Outlook, Word, PowerPoint, Excel)		
19	Good working knowledge of Joint Exercise Management Module (JEMM)		
20	Post-secondary education		

IFIB-ACT-JFTC 16-53, Technical Evaluation Matrix

21	<p>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).</p> <p><i>For more details please refer to SOW point 8.3</i></p>		
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Certification of Security Clearance

The Bidder hereby certifies and is fully aware that resulting Contract will require the key personnel to handle and process classified materials to the level of NATO SECRET or NATO member country national equivalent during the duration of the task order execution on NATO premises. The facility of the Contractor/Sub-contractor shall also hold a NATO SECRET Facility Clearance without storage capabilities (or NATO member country national equivalent) where required by applicable national regulations.

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

Name & Title: _____ Date: _____

Company: _____ Signature: _____

Company Bid Reference: _____

[illegible]

IFIB-ACT-JFTC 16-53, Past Performance Information

(f) Contract amount and currency:

(g) Period of Performance:

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

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

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

(k) Complete Contact Information for client:

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

Name/Signature of Authorized Company Official

This Enclosure is designed to assist the respective company provide JFTC with all necessary documents/information required. For clarification, please refer to Bidding instructions in part 1 of subject solicitation.

Statement of Work for Short Term Operational Contractors in Support of NATO Pre-Deployment Training Missions in Afghanistan

1. INTRODUCTION.

The Joint Force Training Centre (JFTC), located in Bydgoszcz (Poland), conducts pre-deployment training activities related to Resolute Support (RS). The RS series of training events are designed to prepare Individual Augmentees (IAs) for deployment to Afghanistan in their role as a staff member or advisor in the RS Headquarters in Kabul, as well as members of the rotational staff for deployment in a Train Advise Assist Command (TAAC) as a staff member or advisor. The requirement for contractor support is crucial to support the execution and analysis of the pre-deployment training.

2. APPLICABLE DOCUMENTS.

- 2.1. Bi-SC Directive Number 75-3, Collective Training and Exercise Directive (CT&ED), dated 02 October 2013.
- 2.2. Resolute Support Training, COM JFCBS DIR 75-9, dated 10 April 2014.

3. BACKGROUND.

The training events are forecasted to be conducted up to four times per calendar year at the JFTC, Bydgoszcz, Poland. Most likely execution periods are in January/February, April/May, July/August and October/November timeframe. On average, the TEs are 10 days in duration with an additional two days allocated for Exercise Control (EXCON) preparation. RS Training Events (TEs) are organized into several phases: Mission Specific Training (MST); Battle Staff Training (BST); and a culmination Mission Rehearsal Exercise (MRE). The integration of Afghan role players (with interpreters) acting as members of the Afghan National Defence and Security Forces (ANDSF) at the Corps and Ministerial levels will be conducted during the last two phases (BST/MRE) of the training event. The RS TEs might be replaced in the future by another NATO pre-deployment training mission in Afghanistan however the tasks and deliverables expected from the Contractor shall remain the same. Eventual naming convention shall be corrected through the contract amendment.

4. OBJECTIVES.

RS TEs are designed with the following Training Objectives:

- Understand the Operational Environment (OE);
- Understand ASI/ANDSF OE;
- Understand supporting agencies and organizations (NGO/GO/IO involvement);
- Understand the RS Mission;
- Understand the Advisory function;
- Understand Headquarter functions and processes;
- Perform within assignment, and
- Perform within essential function.

Statement of Work for Short Term Operational Contractors in Support of NATO Pre-Deployment Training Missions in Afghanistan

5. CONTRACTOR SUPPORT.

The Contractor shall provide personnel (defined also as Key Personnel) possessing the skills, knowledge and training to satisfactorily perform the services required by this SOW. The Contractor shall contribute to meet above listed objectives to prepare the Training Audience for their deployment in Afghanistan.

6. TYPE OF CONTRACT, TASK ORDERS, PERIODS OF PERFORMANCE.

6.1. Type of Contract:

This is the Task Order (TO), Indefinite Delivery (ID) Requirements Contract (RC) and as such no firm quantity of services is committed. The JFTC will be issuing task orders for performance tasks, as they become known during the period of contract.

6.2. Ordering Services via Task Orders (TOs).

Individual orders in the form of Purchase Orders (PO) will contain, as a minimum, the following information:

- date of order, contract number and order number,
- contract item description, quantity and unit price,
- performance schedule.

The Purchase Orders shall be issued to the Contractor not later than 30 calendar days before the training event.

6.3. Contract Period of Performance:

6.3.1. Base period: between 01 January 2017 and 31 December 2017.

6.3.2. 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.

6.4. Level of Effort and Estimated Periods of Performance for TOs:

The Contractor shall apply best efforts towards accomplishing the contract work as described in paragraph 7 of this SOW. The Contract is intended for Short Term Operational Contractors listed for the approximate timeframes as presented below. This presentation shall serve only as general illustration of foreseen requirements and in any event this shall not be understood as firm commitment. It is envisioned that each contract year (base or option period) will consist of maximum 4 (four) TOs:

- (1)Task #1 - January/February,
- (2)Task #2 - April/May,
- (3)Task #3 - July/August,
- (4)Task #4 - October/November.

Statement of Work for Short Term Operational Contractors in Support of NATO Pre-Deployment Training Missions in Afghanistan

As part of each of the TOs the STOCS might be requested to support all or some of the following subtasks (for more details please see Tasks and Deliverables defined for each position in Point 7 of the SOW) :

- Training Refinement Visit in RS HQ Afghanistan – approximately 5 man-days (travel days excluded),
- Product Development Workshop - approximately 5 man-days (travel days excluded),
- Training Event Preparation and Execution - approximately between 8 to 18 man-days (travel days excluded).

6.5. The list of STOCS that might be requested to support the TEs:

- Advisor Coordinator Assistant – [Enclosure 1](#)
- Ministry of Interior Advisor– [Enclosure 2](#)
- Ministry of Defence Advisor – [Enclosure 3](#)
- Security Force Assistance Subject Matter Expert – [Enclosure 4](#)
- Event Manager Staff Routine – [Enclosure 5](#)
- INTEL Manager Assistant – [Enclosure 6](#)
- Scenario Manager Assistant/ TAAC-N Storyline Scripter – [Enclosure 7](#)
- TAAC-N Coordinator Assistant/ TAAC-N Essential Functions Storyline Scripter – [Enclosure 8](#)
- Afghan Country Matter Advisor #1 – [Enclosure 9](#)
- Afghan Country Matter Advisor #2 – [Enclosure 10](#)

7. TASKING AND DELIVERABLES.

Detailed tasking and deliverables per function/position are defined in the enclosures to this SOW.

8. PERSONNEL REQUIRED FOR THE STATEMENT OF WORK.

8.1. Overview.

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

8.2. Experiences, Skills and Education Requirements.

The Contractor shall meet the following position-specific minimum professional requirements. In case the personnel must be substituted or replaced, the Contracting Officer reserves the right to approve any new personnel prior to their work on this contract.

Detailed experience, skills and education requirements per function/position are defined in the enclosures to this SOW.

Statement of Work for Short Term Operational Contractors in Support of NATO Pre-Deployment Training Missions in Afghanistan

8.3. Essential English 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.

9. PROOF OF PAST PERFORMANCE

The Contractor is to provide a minimum of one (1) past performance citation (for work within the past three years) to show that it has successfully completed work that is similar (for one or several position/s) to the requirements outlined in this SOW. The citations shall include the following information at a minimum:

Statement of Work for Short Term Operational Contractors in Support of NATO Pre-Deployment Training Missions in Afghanistan

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

10. PLACE OF PERFORMANCE.

The Contractor shall deliver the service mainly at the Joint Force Training Centre located in Bydgoszcz 85-915, ul. Szubinska 2, Poland. Deployments to Afghanistan for staff reconnaissance and data capture (for a period of up to three weeks) and to exercise-related locations/training delivery sites for the duration of the respective training event activities might be required.

11. TRAVEL.

- 11.1. Reimbursement of the travel expenditures (excluding per diem) from Contractor's personnel habitual residence to place of performance and return travel will be handled separately, upon review and approval, in accordance with the Chapter 6 of the JFTC Directive 60-50 – Travel on International Duty. A copy of this document can be provided by the JFTC.
- 11.2. Expenses incurred for travel shall be billed at a cost, not to exceed economy air or second-class rail ticket.

12. CONTRACTOR SUPERVISION.

The Contractor is expected to establish his/her own daily routine based on a self-assessment of defined requirements and priorities. The Contractor shall be assigned to the Contracting Officer Technical Representative (COTR). The COTR may provide additional guidance as required or requested and may prioritise tasks. 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, 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 shall:

- Resolve outstanding disputes, problems, deficiencies, and/or questions on the technical aspects of the SOW.
- Review and approve all contractors' duties for completeness and accuracy. The COTR shall document that contractors' required tasking and deliverables are meeting specifications for completeness and accuracy, quality, and delivery schedule.
- Recommend to the Contracting Officer who has final authority that the

Statement of Work for Short Term Operational Contractors in Support of NATO Pre-Deployment Training Missions in Afghanistan

Contract/SOW be amended, extended, or cancelled for evolving requirements, new tasking, and/or technical non-performance.

13. QUALITY AND ACCURACY OF PRODUCT AND SERVICES.

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

- 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.
- All deliverable documents, whether draft or final, shall be delivered as an electronic file using an appropriate Microsoft Office suite file format compatible with Office 2010 (or later version) prior to final submission for JFTC's review, comment and editing.

14. FURNISHED PROPERTY, SERVICES AND RESOURCE MATERIALS.

14.1. The Contractor shall:

- Provide all personnel, equipment, tools, materials, supervision, and other items and services (except as otherwise specified) necessary to support all work requirements under this Contract.
- Ensure that all equipment carried/brought into JFTC premises (i.e. laptops, tablets etc.) is reported to the JFTC. This equipment shall be checked and registered by the JFTC Security Officer prior to its usage.
- Be responsible for proper utilization and safeguarding of all JFTC property provided for Contractor use. At the end of the assignment, all JFTC facilities, equipment, and materials shall be secured. Contractor personnel must immediately report damage to JFTC facilities and equipment upon discovery of such damage. Equipment found to be defective must also be reported in a timely manner to allow for repair or replacement. These reports will be submitted to the designated COTR.

14.2. The JFTC will:

- Provide information package for preparation of Training Event. This package will be published on JFTC website <https://events.jftc.nato.int>. It will be available upon contract award and successful registration for the Training Event (in accordance with [Annex A](#) to this SOW). It is anticipated that this package will be available as a minimum one week before the beginning of the Training Event. The Contractor's personnel providing services under this SOW are obliged to familiarize themselves and understand the concept and the requirements of the RS Training Event.

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- Provide all necessary onsite: working space, office supplies, workstations etc., and other materials and logistics required in the performance of services under this SOW.
- Upon availability provide transportation between the JFTC and hotels during the execution of this SOW.
- Organize billeting and meals for Contractor's personnel executing this SOW but the payment shall be made individually by the Contractor.

15. SECURITY AND CONFIDENTIALITY REQUIREMENTS.

15.1. Security requirements:

- The Contractor is to ensure that the Key Personnel hold as a minimum a NATO SECRET personal security clearance or a NATO member country national equivalent during the duration of the contract. No waiver to this requirement shall be granted. The Bidders may provisionally participate in a bidding process pending final receipt of the clearances. However, all clearances required to execute the contract should be in-place prior to contract award. 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 inform the COTR without delay if there is any change in the status of the security classification of any of the contractor's personnel.
- The Contractor's personnel assigned to the execution of this contract may be subject to security screening.
- The COTR is responsible for ensuring that Contractor personnel have all needed vehicle passes, individual access badges and documents for appropriate access to the JFTC facilities.
- 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. NATO classified information made accessible to Contractor personnel on NATO premises shall be treated as if officially provided to the contractor or sub-contractor. Access passes will be provided subject to the JFTC regulations.

15.2. Confidentiality requirements:

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

Statement of Work for Short Term Operational Contractors in Support of NATO Pre-Deployment Training Missions in Afghanistan

16. 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.

17. 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.

18. CANCELLATION AND POSTPONEMENT.

In the event that the training is cancelled, adjusted in respect to the amount of contractors needed or the duration of the required services, or postponed to a time not convenient for the Contractor's performance of the services, less than one (1) week prior to start-up of the base/option period or Contractor's services are no longer required due to circumstances that JFTC is not responsible for and JFTC is not able to notify the Contractor at least one week prior to start-up of the task, the Contractor shall be reimbursed for documented actual cost incurred by the Contractor up to the date of cancellation or postponement. This reimbursement shall be applicable only to the actual travel booking cost directly linked to the Training Event (airline ticket, hotel booking cancellation fee, etc.).

19. MISCELLANEOUS.

Working Hours during Training Event Execution. The Contractor's key personnel shall provide services during period of performance starting from 07:30 a.m. CET until 08:30 p.m. CET every day (lunch time included) regardless of weekends and holidays. The number of working hours may vary depending on Training Event intensity, daily schedule, and tasks.

20. POINTS OF CONTACT.

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

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Designated COTR: RS TE OPRs

Contracting Officer:

Rank, name and surname: Mr. Ryszard Piasecki

Email: ryszard.piasecki@jftc.nato.int

Phone: +48 261 41 1439

Contracting Specialist:

Rank, name and surname: Mrs. Delfina Thomas

Email: delfina.thomas@jftc.nato.int

Phone: +48 261 41 1464

Statement of Work for Short Term Operational Contractors in Support of NATO Pre-Deployment Training Missions in Afghanistan

ANNEX A

PROCEDURE FOR CREATION

A JFTC TRAINING EVENT (TE) REGISTRATION ACCOUNT

1. Procedures for creating a JFTC Training Event (TE) registration account
 - a. Navigate to the JFTC registration website: <https://events.jftc.nato.int>.
 - b. Click on the "Create new account" link.
 - c. Fill in the form on the registration page. User name is your first name, dot, last name (i.e. firstname.lastname). Fields marked with red asterisks (*) are obligatory.
 - d. When finished, click on "Create new account". The website administrator will validate and activate your account.
 - e. Once the administrator has approved your account, you will receive a confirmation email with a temporary login link for the website so that you can create a password for your account. Click on the link in the email.
 - f. Click on "Log in". Fill in the "Password" and "Confirm password" fields and then click on the "Save" button at the bottom of the screen.
 - g. In order to edit your account information please login to your account on <https://events.jftc.nato.int> and click on "My account" in the top menu. Click on "Save" button when finished.
2. Procedures to register for an event, after creating an account.
 - a. Navigate to the JFTC registration website: <https://events.jftc.nato.int> and log in to your account.
 - b. Navigate to the event to which you wish to register in and click the "Read more" link.
 - c. Select the "Click here to register" button below the event description.
 - d. Update or confirm your personal information.
 - e. Fill in the PAF and click on the "Save" button when finished.

Statement of Work for Short Term Operational Contractors in Support of NATO Pre-Deployment Training Missions in Afghanistan

Enclosure 1

ADVISOR COORDINATOR ASSISTANT

7. TASKING AND DELIVERABLES.

The Advisor Coordinator Assistant is directly subordinate to the Advisor Coordinator and assists this position in all aspects of training design and implementation assigned to the exercise delivery team. Primarily, within this role, work will concentrate upon the Mission Specific Training (MST), support to the Battle Staff Training (BST) phase, and BST+ phase portions of the TE. While major milestone tasks are listed below, it should be noted that both programmed and non-programmed (independent) work preceding and following these milestones is required.

- 7.1. Tasks and deliverables during RS TE (EXCON Prep/Execution):
 - Assist with the development of EXCON Training;
 - Support within a syndicate for final scripting;
 - Coordinating and de-conflicting complex storylines;
 - De-conflicting training requirements with respect to SME availability;
 - Coordinating training requirements within MST and BST phases;
 - Assist with developing Power Point presentations and Word documents with scenario related content;
 - Supporting external SMEs in incident scripting for complex storylines;
 - Assist with preparing presentations on scenario related topics;
 - Attending EXCON Battle Rhythm related meetings;
 - Supporting JFTC Scenario Team in performance of other issues on request;
 - Support the provision of briefings on training requirements for both, TA and EXCON;
 - Supporting JFTC RS TE Planning Team in performance of other issues on request;
 - Dynamic scripting; and
 - Providing AAR input at end of each of the Training Phases and ENDEX.
- 7.2. The duties listed above are intended only as general illustrations of the various types of work that may be performed. Specific statements of duties not included does not exclude them from the function if the work is similar, related, or a logical assignment to the function.

8. PERSONNEL REQUIRED FOR THE STATEMENT OF WORK.

- 8.2. Experiences, Skills and Education Requirements.

Essential Experience:

- Previous Military experience as a commissioned officer within the NATO environment;
- Previous Military experience as a Staff Officer;
- Experience in the RS (Afghanistan) theatre of operations;
- Experience with NATO exercise planning and conduct;
- Experience in the conduct of RS pre-deployment training;
- Experience in Exercise Scenario Development for RS Operations;
- Experience working within EXCON for RS exercises; and
- Experience in working with and coordinating ANDSF within a training environment.

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Essential Skills:

- Ability to operate effectively within an exercise planning team;
- Ability to lead a sub-element of an exercise planning team;
- Ability to work within a multi-national, multi-cultural environment;
- Ability to work independently;
- Ability to work effectively under constraints of time;
- Ability to work effectively within a rapidly changing environment;
- Ability to effectively brief complex subject matter to diverse audiences;
- Familiarity with NATO Functional Area Systems (FAS);
- Proficiency in use of Microsoft Office Software (Outlook, Word, PowerPoint, Excel); and
- Good working knowledge of Joint Exercise Management Module (JEMM).

Essential Education:

- Post-secondary education.

Statement of Work for Short Term Operational Contractors in Support of NATO Pre-Deployment Training Missions in Afghanistan

Enclosure 2

MINISTRY OF INTERIOR ADVISOR

7. TASKING AND DELIVERABLES.

Ministry of Interior (MOI) Level Advisor is a part of the Exercise Control Team and works in close concert with the Training Coordinator Advisors and the Scenario Manager. He/she is responsible for the preparation, coordination and de-confliction of complex Products / Vignettes during the Training Event as well as teaching and preparing TA advisors for their future role. He/she collects and coordinates training requirements for the Advisors support mission throughout all three training phases (MST/BST/BST+/MRE).

- 7.1. Tasks and deliverables during RS TE (EXCON Prep/Execution):
 - Working in a Syndicate for final Scripting in support of the Scenario Team.
 - Finalizing scripting of Advisory Products / Vignettes in JEMM.
 - Coordinating and de-conflicting of complex Products / Vignettes.
 - Developing Power Point presentations with Products / Vignettes related content.
 - Supporting external SMEs in incident scripting for complex Products / Vignettes.
 - Preparing presentations on Products / Vignettes related topics.
 - Providing briefings on Products / Vignettes related topics to other EXCON members.
 - Supporting JFTC Training Team in performance of other issues on request.
 - Providing briefings about training requirements for both, Training Audience and EXCON.
 - Attending EXCON Battle Rhythm related meetings.
 - Coordinating training requirements throughout all three Phases (MST/ BST/ BST+/MRE).
 - De-conflicting training requirements with respect to SME availability.
 - Supporting JFTC EXCON Team in performance of other issues on request.
 - Providing input in new Products / Vignettes if, and when required.
 - Providing AAR input at end of each Training Phases.
 - Acting as lead SME for Advisor Training Audience in all phases of the exercise.
 - Scripting specific Products / Vignettes for Advisor – HQ interaction
 - Role-playing parts of the ANDSF and Advisory Training Principals (i.e the ADVISEE) on request
 - Preparing ANDSF Role Players and Interpreters for Vignette execution
 - Outputs:
 - Presentations and briefings on Products / Vignettes related topics.
 - Briefings about training requirements for both, Training Audience and EXCON.
 - Face to face Training and mentoring for Advisors Training Audience.
 - Presentations and briefings to Training Audience on Advisory related topics in RS.
- 7.2. The duties listed above are intended only as general illustrations of the various types of work that may be performed. Specific statements of duties not included does not exclude them from the function if the work is similar, related, or a logical assignment to the function.

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8. PERSONNEL REQUIRED FOR THE STATEMENT OF WORK.

8.2. Experiences, Skills and Education Requirements.

Essential Experience:

- Previous military experience as a commissioned officer within the NATO environment;
- Previous military experience as a Staff Officer;
- Experience as an Advisor in the RS/ISAF (Afghanistan) theatre of operations at the Ministerial (MOI) level;
- Experience with NATO exercise planning;
- Experience in the conduct of RS/ISAF pre-deployment training;
- Experience in Exercise Products / Vignettes Development for RS/ISAF Operations;
- Experience working within EXCON for RS/ISAF exercises; and
- Experience in working with and coordinating ANDSF within a training environment.

Essential Skills:

- Ability to operate effectively within an exercise planning team;
- Ability to lead a sub-element of an exercise planning team;
- Ability to work within a multi-national, multi-cultural environment;
- Ability to work independently;
- Ability to work effectively under constraints of time;
- Ability to work effectively within a rapidly changing environment;
- Ability to effectively brief complex subject matter to diverse audiences;
- Familiarity with NATO Functional Area Systems (FAS);
- Proficiency in use of Microsoft Office Software (Outlook, Word, PowerPoint, Excel); and
- Good working knowledge of Joint Exercise Management Module (JEMM).

Essential Education:

- Post-secondary education.

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Enclosure 3

MINISTRY OF DEFENCE ADVISOR

7. TASKING AND DELIVERABLES.

Ministry of Defence (MOD) Level Advisor is a part of the Exercise Control Team and works in close concert with the Training Coordinator Advisors and the Scenario Manager. He/she is responsible for the preparation, coordination and de-confliction of complex Products / Vignettes during the Training Event as well as teaching and preparing TA advisors for their future role. He/she collects and coordinates training requirements for the Advisors support mission throughout all three training phases (MST/BST/BST+/MRE).

- 7.1. Tasks and deliverables during RS TE (EXCON Prep/Execution):
- Working in a Syndicate for final Scripting in support of the Scenario Team.
 - Finalizing scripting of Advisory Products / Vignettes in JEMM.
 - Coordinating and de-conflicting of complex Products / Vignettes.
 - Developing Power Point presentations with Products / Vignettes related content.
 - Supporting external SMEs in incident scripting for complex Products / Vignettes.
 - Preparing presentations on Products / Vignettes related topics.
 - Providing briefings on Products / Vignettes related topics to other EXCON members.
 - Supporting JFTC Training Team in performance of other issues on request.
 - Providing briefings about training requirements for both, Training Audience and EXCON.
 - Attending EXCON Battle Rhythm related meetings.
 - Coordinating training requirements throughout all three Phases (MST/ BST/ BST+/MRE).
 - De-conflicting training requirements with respect to SME availability.
 - Supporting JFTC EXCON Team in performance of other issues on request.
 - Providing input in new Products / Vignettes if, and when required.
 - Providing AAR input at end of each Training Phases.
 - Acting as lead SME for Advisor Training Audience in all phases of the exercise.
 - Scripting specific Products / Vignettes for Advisor – HQ interaction
 - Role-playing parts of the ANDSF and Advisory Training Principals (i.e the ADVISEE) on request
 - Preparing ANDSF Role Players and Interpreters for Vignette execution
 - Outputs:
 - Presentations and briefings on Products / Vignettes related topics.
 - Briefings about training requirements for both, Training Audience and EXCON.
 - Face to face Training and mentoring for Advisors Training Audience.
 - Presentations and briefings to Training Audience on Advisory related topics in RS.
- 7.2. The duties listed above are intended only as general illustrations of the various types of work that may be performed. Specific statements of duties not included does not exclude them from the function if the work is similar, related, or a logical assignment to the function.

Statement of Work for Short Term Operational Contractors in Support of NATO Pre-Deployment Training Missions in Afghanistan

8. PERSONNEL REQUIRED FOR THE STATEMENT OF WORK.

8.2. Experiences, Skills and Education Requirements.

Essential Experience:

- Previous military experience as a commissioned officer within the NATO environment;
- Previous military experience as a Staff Officer;
- Experience as an Advisor in the RS/ISAF (Afghanistan) theatre of operations at the Ministerial (MOD) level or General Staff (MOD) level;
- Experience with NATO exercise planning;
- Experience in the conduct of RS/ISAF pre-deployment training;
- Experience in Exercise Products / Vignettes Development for RS/ISAF Operations;
- Experience working within EXCON for RS/ISAF exercises; and
- Experience in working with and coordinating ANDSF within a training environment.

Essential Skills:

- Ability to operate effectively within an exercise planning team;
- Ability to lead a sub-element of an exercise planning team;
- Ability to work within a multi-national, multi-cultural environment;
- Ability to work independently;
- Ability to work effectively under constraints of time;
- Ability to work effectively within a rapidly changing environment;
- Ability to effectively brief complex subject matter to diverse audiences;
- Familiarity with NATO Functional Area Systems (FAS);
- Proficiency in use of Microsoft Office Software (Outlook, Word, PowerPoint, Excel); and
- Good working knowledge of Joint Exercise Management Module (JEMM).

Essential Education:

- Post-secondary education.

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Enclosure 4

SECURITY FORCE ASSISTANCE (SFA) SUBJECT MATTER EXPERT

7. TASKING AND DELIVERABLES.

The SFA Centre SME is a part of the Exercise Control Team and works in close contact with Mission Specific Training (MST) Manager and Battle Staff Training (BST) Manager. He/she is responsible for the preparation, coordination and de-confliction of complex Products / Vignettes during the Training Event as well as teaching and preparing TA for their future role. He/she is in charge for developing and leading Security Force Assistance-Centre's process steps and de-conflicting all related issues with Essential Functions SMEs. He/she collects and coordinates training requirements for the RS HQ mission throughout all three training phases (MST/BST/BST+).

7.1. Tasks and deliverables during Training Refinement Visit in RS HQ Afghanistan:

- Analyzing and understanding of RS TE Training Specifications and Objectives;
- Receiving, analyzing and interpreting in-theatre SFA-Centre activities;
- Assisting in the development of concepts for training delivery;
- Identifying and collecting SFA relevant theatre data for use during subsequent planning;
- Collaboratively and/or independently developing SFA themes, storylines and scenarios in support of TE execution;
- Networking to create the conditions for support from Theatre during the execution of the Training Event;
- Collection and collation of SFA training requirements for further planning;
- Preparing SFA related presentations for SME familiarization during Product Development Workshop;
- Supporting the JFTC RS TE planning team by performing other similar tasks on request.

7.2. Tasks and deliverables during PDW/EXCON Prep/Execution:

- Working in a Syndicate for final Scripting in support of the Planning Team.
- Finalizing scripting of SFA-C Products / Vignettes in JEMM.
- Coordinating and de-conflicting of complex Products / Vignettes.
- Developing Power Point presentations with Products / Vignettes related content.
- Supporting external SMEs in incident scripting for complex Products / Vignettes.
- Preparing presentations on Products / Vignettes related topics.
- Providing briefings on Products / Vignettes related topics to other EXCON members.
- Supporting JFTC Planning/Training Team in performance of other issues on request.
- Providing briefings about training requirements for both, Training Audience and EXCON.
- Attending EXCON Battle Rhythm related meetings.
- Coordinating training requirements throughout all three Phases (MST/ BST/BST+).
- Supporting JFTC EXCON Team in performance of other issues on request.
- Providing input in new Products / Vignettes if, and when required.
- Providing AAR input at end of each Training Phases.
- Scripting specific Products / Vignettes for SFA-C – HQ interaction.
- Outputs:
 - Presentations and briefings on Products / Vignettes related topics.
 - Briefings about training requirements for both, Training Audience and EXCON.

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- Face to face training and mentoring for HQ RS Training Audience.
- Presentations and briefings to Training Audience on SFA-C and Essential Functions related topics in RS.

7.3. The duties listed above are intended only as general illustrations of the various types of work that may be performed. Specific statements of duties not included does not exclude them from the function if the work is similar, related, or a logical assignment to the function.

8. PERSONNEL REQUIRED FOR THE STATEMENT OF WORK.

8.3. Experiences, Skills and Education Requirements.

Essential Experience:

- Previous military experience as a Staff Officer within the NATO environment;
- Previous military experience as a planner within a NATO Headquarters;
- At least six months experience working within the EF/FB SFA process in the Resolute Support (Afghanistan) theatre of operations;
- Recent experience (past 6 months) working within the RS HQ SFA Centre in Kabul;
- Knowledge of current processes, procedures & matrix structure of the SFA Centre;
- Experience in the conduct of RS pre-deployment training with regard to SFA Centre;
- Experience of Role-Playing Senior Leadership of the SFA Centre in Boards / Working Groups on RS pre-deployment training;
- Experience in Exercise Products / Vignettes Development for RS/ISAF Operations;
- Experience working within EXCON for RS/ISAF exercises.

Essential Skills:

- Ability to operate effectively within an exercise planning team;
- Ability to lead a sub-element of an exercise planning team;
- Ability to work within a multi-national, multi-cultural environment;
- Ability to work independently;
- Ability to work effectively under constraints of time;
- Ability to work effectively within a rapidly changing environment;
- Ability to effectively brief complex subject matter to diverse audiences;
- Familiarity with NATO Functional Area Systems (FAS);
- Proficiency in use of Microsoft Office Software (Outlook, Word, PowerPoint, Excel); and
- Good working knowledge of Joint Exercise Management Module (JEMM).
- Certified Basic User Advisor Network Tool (ANET)

Essential Education:

- Post-secondary education.

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Enclosure 5

EVENT MANAGER STAFF ROUTINE

The Event Manager Staff Routine is directly subordinate to the Scenario Manager and assists this position in all aspects of training design and implementation assigned to the MEL/MIL Team. Primarily, within this role, work will concentrate upon the Battle Staff Training (BST), enhanced BST and Mission Rehearsal Exercise (MRE) portions of the TE. While major milestone tasks are listed below, it should be noted that both programmed and non-programmed (independent) work preceding and following these milestones is required.

- 7.1. Tasks and deliverables during Training Refinement Visit in RS HQ Afghanistan:
 - Analyzing and understanding of RS TE Training Specifications and Objectives;
 - Receiving, analysing and interpreting in-theatre updates;
 - Assisting in the development of concepts for training delivery;
 - Identifying and collecting relevant theatre data for use during subsequent planning;
 - Collaboratively and/or independently developing themes, storylines and scenarios in support of TE execution;
 - Networking to create the conditions for support during TE planning and execution;
 - Collection and collation of training requirements for further planning;
 - Preparing scenario-related presentations for SME familiarization during Scripting Workshop;
 - Preparing training requirement related presentation for SME introduction during the Scripting Workshop; and
 - Supporting JFTC RS TE Planning Team in performance of other issues on request.
- 7.2. Tasks and deliverables during Product Development Workshop (PDW):
 - Delivering briefings on training requirements;
 - Coordinating training requirements throughout all TE Phases;
 - Delivering scenario-related presentations for SME familiarization;
 - Lead and/or support a syndicate for TE content scripting;
 - All aspects of scripting using the JEMM tool;
 - Developing, coordinating and de-conflicting multiple complex storylines;
 - De-conflicting training requirements with respect of SME availability;
 - Developing Power Point presentations on scenario related content; and
 - Supporting RS TE Planning Team in performance of other issues on request
- 7.3. Tasks and deliverables during RS TE Execution:
 - Assisting in the development of EXCON Training;
 - Leading and/or working within a syndicate for final scripting;
 - Finalizing scripting within the JEMM tool;
 - Developing, coordinating and de-conflicting complex storylines;
 - De-conflicting training requirements with respect to SME availability;
 - Coordinating training requirements;
 - Developing Power Point presentations with scenario related content;
 - Supporting external SMEs in incident scripting for complex Storylines;
 - Preparing presentations on scenario related topics;
 - Providing briefings on scenario related topics to other EXCON members;

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- Attending EXCON Battle Rhythm related meetings;
- Supporting JFTC Scenario Team in performance of other issues on request;
- Providing briefings on training requirements for both, TA and EXCON;
- Supporting JFTC RS TE Planning Team in performance of other issues on request;
- Developing, coordinating and executing one of the Main storylines as a Story line manager during the MRE part of the Training Event;
- Dynamic scripting; and
- Providing AAR input at end of each Training Phases.

7.4. The duties listed above are intended only as general illustrations of the various types of work that may be performed. Specific statements of duties not included does not exclude them from the function if the work is similar, related, or a logical assignment to the function.

8. PERSONNEL REQUIRED FOR THE STATEMENT OF WORK.

8.2. Experiences, Skills and Education Requirements.

Essential Experience:

- Previous military experience as a commissioned officer within the NATO environment;
- Previous military experience as a Staff Officer, Staff College trained;
- Previous military experience as a planner within a NCS/NFS NATO Headquarters;
- Experience in organizational change, process analysis and process transition planning in the training environment
- Experience with NATO exercise planning as an Scenario Manager;
- Knowledge and experience of interrogating Advisor Network Tool (ANET) in support of RS pre-deployment training scripting and exercise serials;
- Experience in the conduct of RS pre-deployment training;
- Experience in Exercise Scenario Development for RS Operations;
- Experience working within EXCON for RS exercises as an Event Manager;
- Experience in working with and coordinating ANDSF within a training environment.

Essential Skills:

- Ability to operate effectively within an exercise planning team;
- Ability to lead a sub-element of an exercise planning team;
- Ability to work within a multi-national, multi-cultural environment;
- Ability to work independently;
- Ability to work effectively under constraints of time;
- Ability to work effectively within a rapidly changing environment;
- Ability to effectively brief complex subject matter to diverse audiences;
- Demonstrable familiarity with NATO Functional Area Systems (FAS);
- Demonstrable detailed knowledge of Joint Exercise Management Module (JEMM);
- Proficiency in use of Microsoft Office Software (Outlook, Word, PowerPoint, Excel).
- Demonstrable detailed knowledge of Advisor Network Tool (ANET).

Essential Education:

- Post-secondary education.

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Enclosure 6

INTEL MANAGER ASSISTANT

INTEL Manager Assistant. He/she is part of the Exercise Control Scenario Team and working exclusively under the Intel Manager. He/she is responsible for the preparation, coordination and de-confliction of complex storylines aiming at comprehensive engagement of INTEL part to the RS17-1 TA and for development of detailed concept of INTEL training to be conducted over the course of the BST phase of the TE. He/she is supposed to contribute to development of the INTEL STARTEX Background for the TE and to establishment of the linkage and integration between RS HQ- and TAAC-N storylines, including advisory content and integration. The position is supervised by the INTEL Manager.

- 7.1. Tasks and deliverables during Training Refinement Visit in Afghanistan:
 - Analyzing and understanding of RS TE Training Specifications and Objectives;
 - Receiving, analyzing and interpreting in-theatre CJ2 updates;
 - Assisting in the development of concepts for training delivery;
 - Identifying and collecting CJ2 relevant theatre data for use during subsequent planning;
 - Collaboratively and/or independently developing CJ2 themes, CJ2 storylines and scenarios in support of TE execution;
 - Networking to create the conditions for support from Theatre during the execution of the Training Event;
 - Collection and collation of CJ2 training requirements for further planning;
 - Preparing CJ2 scenario related presentations for SME familiarization during MEL/MIL-Product development Workshop;
 - Preparing training requirement related CJ2 presentation for SME introduction during the Product Development Workshop;
 - Supporting the JFTC RS TE planning team by performing other tasks on request..
- 7.2. Tasks and deliverables during Product Development Workshop (PDW):
 - Delivering CJ2 briefings on training requirements;
 - Coordinating CJ2 training requirements throughout all TE Phases;
 - Delivering CJ2 scenario-related presentations for SME familiarization;
 - Lead and/or support a syndicate for CJ2 TE content scripting;
 - All aspects of scripting using the JEMM tool;
 - Developing, coordinating and de-conflicting multiple complex storylines;
 - De-conflicting CJ2 training requirements with respect of SME availability;
 - Developing Power Point presentations on CJ2 scenario related content;
 - Supporting RS TE 17-1 Planning Team in performance of other issues on request.
 - Coordinating training requirements throughout all three Phases (MST/BST/MRE).
- 7.3. Tasks and deliverables during RS TE Execution:
 - Assisting in the development of EXCON Training;
 - Leading and/or working within a syndicate for CJ2 final scripting;
 - Finalizing scripting within the JEMM tool;
 - Developing, coordinating and de-conflicting complex CJ2 storylines;

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- De-conflicting training requirements with respect to SME availability;
- Coordinating training requirements;
- Developing Power Point presentations with CJ2 scenario related content;
- Supporting external SMEs in incident scripting for complex Storylines;
- Preparing presentations on CJ2 scenario related topics;
- Providing briefings on CJ2 scenario related topics to other EXCON members;
- Attending EXCON Battle Rhythm related meetings;
- Supporting JFTC Scenario Team in performance of other issues on request;
- Providing briefings on training requirements for both, TA and EXCON;
- Role-playing members of the Resolute Support HQ during demos, boards and working groups;
- Supporting JFTC RS TE 17-1 Planning Team in performance of other issues on request;
- Dynamic scripting;
- Providing AAR input at end of each Training Phases. Leading a Syndicate for CJ2 final Storyline Scripting in support of the Scenario Team;
- Coordinating training requirements throughout all three Phases (MST/ BST/ MRE);
- Acting as lead CJ2 SME for Advisor Training Audience in all phases of the exercise;
- Scripting specific CJ2 storylines for Advisor – HQ interaction; and
- Role-playing parts of the ANSF and Advisory Training Principals (i.e. the ADVISEE) on request.

7.4. The duties listed above are intended only as general illustrations of the various types of work that may be performed. Specific statements of duties not included does not exclude them from the function if the work is similar, related, or a logical assignment to the function.

8. PERSONNEL REQUIRED FOR THE STATEMENT OF WORK.

8.2. Experiences, Skills and Education Requirements.

Essential Experience:

- Previous military experience as an Intelligence Operator within the NATO environment;
- Previous military experience as a Staff Officer;
- Previous military experience as a planner within a NATO Headquarters;
- Knowledge and experience of interrogating Advisor Network Tool (ANET) in support of RS pre-deployment training scripting and exercise serials;
- Experience in the RS (Afghanistan) theatre of operations within the last six months;
- Experience in the working structure and processes/procedures within RC-N and/or TAAC-N CJ2 Branch;
- Experience with NATO exercise planning from a CJ2 perspective;
- Experience in the conduct of RS pre-deployment training;
- Experience in Exercise Scenario Development for RS Operations;
- Experience working within EXCON for RS exercises; and
- Experience in working with and coordinating ANDSF within a training environment.

Essential Skills:

- Ability to operate effectively within an exercise planning team;
- Ability to lead a sub-element of an exercise planning team;
- Ability to work within a multi-national, multi-cultural environment;

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- Ability to work independently;
- Ability to work effectively under constraints of time;
- Ability to work effectively within a rapidly changing environment;
- Ability to effectively brief complex subject matter to diverse audiences;
- Familiarity with NATO Functional Area Systems (FAS) to include INTEL Toolbox;
- Proficiency in use of Microsoft Office Software (Outlook, Word, PowerPoint, Excel);
- Demonstrate a high standard of knowledge of the Joint Exercise Management Module (JEMM).
- Demonstrable detailed knowledge of Advisor Network Tool (ANET).

Essential Education:

- Post-secondary education.

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Enclosure 7

SCENARIO MANAGER ASSISTANT/ TAAC-N STORYLINE SCRIPTER

The Scenario Manager Assistant / TAAC-N Storyline Scripter is directly subordinate to the Scenario Manager and assists this position in all aspects of training design and implementation assigned to the MEL/MIL Team. Primarily, within this role, work will concentrate upon the Battle Staff Training (BST), enhanced BST and Mission Rehearsal Exercise (MRE) portions of the TE. While major milestone tasks are listed below, it should be noted that both programmed and non-programmed (independent) work preceding and following these milestones is required.

- 7.1. Tasks and deliverables during Training Refinement Visit in Afghanistan:
 - Analyzing and understanding of RS TE Training Specifications and Objectives;
 - Receiving, analysing and interpreting in-theatre updates;
 - Assisting in the development of concepts for training delivery;
 - Identifying and collecting relevant theatre data for use during subsequent planning;
 - Collaboratively and/or independently developing themes, storylines and scenarios in support of TE execution;
 - Networking to create the conditions for support during TE planning and execution;
 - Collection and collation of training requirements for further planning;
 - Preparing scenario-related presentations for SME familiarization during Scripting Workshop;
 - Preparing training requirement related presentation for SME introduction during the Scripting Workshop; and
 - Supporting JFTC RS TE Planning Team in performance of other issues on request.
- 7.2. Tasks and deliverables during Product Development Workshop (PDW):
 - Delivering briefings on training requirements;
 - Coordinating training requirements throughout all TE Phases;
 - Delivering scenario-related presentations for SME familiarization;
 - Lead and/or support a syndicate for TE content scripting;
 - All aspects of scripting using the JEMM tool;
 - Developing, coordinating and de-conflicting multiple complex storylines;
 - De-conflicting training requirements with respect of SME availability;
 - Developing Power Point presentations on scenario related content; and
 - Supporting RS TE Planning Team in performance of other issues on request
- 7.3. Tasks and deliverables during RS TE Execution:
 - Assisting in the development of EXCON Training;
 - Leading and/or working within a syndicate for final scripting;
 - Finalizing scripting within the JEMM tool;
 - Developing, coordinating and de-conflicting complex storylines;
 - De-conflicting training requirements with respect to SME availability;
 - Coordinating training requirements;
 - Developing Power Point presentations with scenario related content;
 - Supporting external SMEs in incident scripting for complex Storylines;
 - Preparing presentations on scenario related topics;
 - Providing briefings on scenario related topics to other EXCON members;

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- Attending EXCON Battle Rhythm related meetings;
- Supporting JFTC Scenario Team in performance of other issues on request;
- Providing briefings on training requirements for both, TA and EXCON;
- Supporting JFTC RS TE Planning Team in performance of other issues on request;
- Developing, coordinating and executing one of the Main storylines as a Story line manager during the MRE part of the Training Event;
- Dynamic scripting; and
- Providing AAR input at end of each Training Phases.

7.4. The duties listed above are intended only as general illustrations of the various types of work that may be performed. Specific statements of duties not included does not exclude them from the function if the work is similar, related, or a logical assignment to the function.

8. PERSONNEL REQUIRED FOR THE STATEMENT OF WORK.

8.2. Experiences, Skills and Education Requirements.

Essential Experience:

- Previous military experience as a commissioned officer within the NATO environment;
- Previous military experience as a Staff Officer, Staff College trained;
- Previous military experience as a planner within a NATO Headquarters;
- Experience in the RS (Afghanistan) theatre of operations within the last six months; preferably Mazar-e-Sharif;
- Experience with NATO exercise planning as an Scenario Manager;
- Knowledge and experience of interrogating Advisor Network Tool (ANET) in support of RS pre-deployment training scripting and exercise serials;
- Experience in the conduct of RS pre-deployment training;
- Experience in Exercise Scenario Development for RS Operations;
- Experience working within EXCON for RS exercises as an Event Manager;
- Experience in working with and coordinating ANDSF within a training environment.

Essential Skills:

- Ability to operate effectively within an exercise planning team;
- Ability to lead a sub-element of an exercise planning team;
- Ability to work within a multi-national, multi-cultural environment;
- Ability to work independently;
- Ability to work effectively under constraints of time;
- Ability to work effectively within a rapidly changing environment;
- Ability to effectively brief complex subject matter to diverse audiences;
- Familiarity with NATO Functional Area Systems (FAS) to include INTEL Toolbox;
- Proficiency in use of Microsoft Office Software (Outlook, Word, PowerPoint, Excel);
- Demonstrable a high standard of knowledge of the Joint Exercise Management Module (JEMM).
- Demonstrable detailed knowledge of Advisor Network Tool (ANET).

Essential Education:

- Post-secondary education.

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Enclosure 8

TAAC-N COORDINATOR ASSISTANT/ TAAC-N ESSENTIAL FUNCTIONS STORYLINE SCRIPTER

TAAC-N Coordinator Assistant / TAAC-N EFs Storyline Scripter. He/she assumes responsibility for the training requirements on behalf of the TAAC-N Training Coordinator. He/she collects and coordinates training requirements for the TAAC-N headquarters throughout all three training phases (MST/BST/MRE). He/she will be responsible for the preparation, coordination and de-confliction of complex Storylines during the Training Event during the MEL/MIL-PD Workshop and the execution phase of the Training event. The position is supervised by the OPR.

- 7.1. Tasks and deliverables during Training Refinement Visit in Afghanistan:
 - Analyzing and understanding of RS TE Training Specifications and Objectives;
 - Receiving, analyzing and interpreting in-theatre updates, especially for TAAC-N;
 - Assisting in the development of concepts for TAAC-N training delivery;
 - Identifying and collecting relevant theatre data for use during subsequent planning;
 - Collaboratively and/or independently developing TAAC-N themes, storylines and scenarios in support of TE execution;
 - Networking to create the conditions for support from Theatre during the execution of the Training Event;
 - Collection and collation of training requirements for TAAC-N further planning;
 - Preparing scenario related presentations for SME familiarization during MEL/MIL-Product development Workshop;
 - Preparing training requirement related presentation for TAAC-N SMEs introduction during the Product Development Workshop; and
 - Supporting the JFTC RS TE planning team by performing other tasks on request.
- 7.2. Tasks and deliverables during Product Development Workshop (PDW):
 - Delivering briefings on TAAC-N training requirements;
 - Coordinating training requirements throughout all TE Phases;
 - Delivering TAAC-N scenario-related presentations for SME familiarization;
 - Lead and/or support a syndicate for TE content scripting;
 - All aspects of scripting using the JEMM tool;
 - Developing, coordinating and de-conflicting multiple complex storylines and especially those related with TAAC-N EFs;
 - De-conflicting training requirements with respect of TAAC-N SME availability;
 - Developing Power Point presentations on scenario related content; and
 - Supporting RS TE Planning Team in performance of other issues on request.
 - Coordinating training requirements throughout all three Phase (MST/BST/MRE);
- 7.3. Tasks and deliverables during RS TE Execution:
 - Assisting in the development of EXCON Training;
 - Leading and/or working within a syndicate for final scripting for TAAC-N;
 - Finalizing scripting within the JEMM tool;
 - Developing, coordinating and de-conflicting multiple complex storylines and especially those related with TAAC-N EFs;

Statement of Work for Short Term Operational Contractors in Support of NATO Pre-Deployment Training Missions in Afghanistan

- De-conflicting training requirements with respect to TAAC-N SMEs availability;
- Coordinating TAAC-N training requirements;
- Developing Power Point presentations with TAAC-N scenario related content;
- Supporting external SMEs in incident scripting for complex Storylines;
- Preparing presentations on TAAC-N scenario related topics;
- Providing briefings on TAAC-N scenario related topics to other EXCON members;
- Attending EXCON Battle Rhythm related meetings;
- Supporting JFTC Scenario Team in performance of other issues on request;
- Providing briefings on training requirements for both, TAAC-N TA and EXCON;
- Supporting JFTC RS TE Planning Team in performance of other issues on request;
- Dynamic scripting;
- Providing AAR input at end of each Training Phases. Leading a Syndicate for TAAC-N final Storyline Scripting in support of the Scenario Team;
- Coordinating training requirements throughout all three Phases (MST/ BST/ MRE);
- Acting as lead SME for TAAC-N Advisor Training Audience in all phases of the exercise;
- Scripting specific storylines for TAAC-N Advisor – HQ interaction
- Role-playing parts of the ANSF and Advisory Training Principals (i.e. the ADVISEE) on request.

7.4. The duties listed above are intended only as general illustrations of the various types of work that may be performed. Specific statements of duties not included does not exclude them from the function if the work is similar, related, or a logical assignment to the function.

8. PERSONNEL REQUIRED FOR THE STATEMENT OF WORK.

8.2. Experiences, Skills and Education Requirements.

Essential Experience:

- Previous military experience as a commissioned officer within the NATO environment;
- Previous military experience as a Staff Officer, Staff College trained;
- Previous military experience as a planner within a NATO Headquarters;
- Experience in the RS (Afghanistan) theatre of operations within the last six months, preferably Mazar-e-Sharif;
- Experience with NATO exercise planning as a Mission Manager;
- Experience of matrix structures and the Essential Functions process in TAAC-N;
- Knowledge and experience of interrogating Advisor Network Tool (ANET) in support of RS pre-deployment training scripting and exercise serials;
- Experience in the conduct of RS pre-deployment training;
- Experience in Exercise Scenario Development for RS Operations;
- Experience of matrix structures and the Essential Function process;
- Experience working within EXCON for RS exercises; and
- Experience in working with and coordinating ANDSF within a training environment.

Essential Skills:

- Ability to operate effectively within an exercise planning team;
- Ability to lead a sub-element of an exercise planning team;
- Ability to work within a multi-national, multi-cultural environment;
- Ability to work independently;

Statement of Work for Short Term Operational Contractors in Support of NATO Pre-Deployment Training Missions in Afghanistan

- Ability to work effectively under constraints of time;
- Ability to work effectively within a rapidly changing environment;
- Ability to effectively brief complex subject matter to diverse audiences;
- Familiarity with NATO Functional Area Systems (FAS);
- Demonstrable a high standard of knowledge of the Joint Exercise Management Module (JEMM).
- Proficiency in use of Microsoft Office Software (Outlook, Word, PowerPoint, Excel).
- Demonstrable detailed knowledge of Advisor Network Tool (ANET).

Essential Education:

- Post-secondary education.

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Enclosure 9

AFGHAN COUNTRY MATTER ADVISOR #1

The Afghan Country Matter Advisor is directly subordinate to the respective managers of the Training Event (MST, BST, MRE) and assists them in all aspects of training design and implementation assigned to the exercise delivery team. Primarily, within this role, work will concentrate upon the Mission Specific Training (MST), support to the Battle Staff Training (BST) phase, and Mission Rehearsal (MRE) portions of the TE. While major milestone tasks are listed below, it should be noted that both programmed and non-programmed (independent) work preceding and following these milestones is required.

- 7.1. Tasks and deliverables during Product Development Workshop (PDW):
 - Leads and/or supports a syndicate working group for TE content scripting (covering white domain aspects, focusing mainly on humanitarian crisis events);
 - Develops, coordinates and de-conflicts multiple complex storylines;
 - De-conflicts training requirements with respect of SME availability;
 - Develops scripting using the Joint Exercise Management Module (JEMM) tool;
 - Develops and delivers Power Point presentations on scenario related content; and
 - On request, supports RS TE Planning Team in performance of other issues.
- 7.2. Tasks and deliverables during RS TE Execution:
 - Coordinates training requirements within MST phase;
 - Provides briefings to TA covering specific areas:
 - human population in Afghanistan including social, cultural, ethnographical, anthropological, gender, economical and geographical data and most current information,
 - governance and most current political trends in Afghanistan and the main power players in regions,
 - cooperation and Afghan behavior,
 - perspective of Afghanistan.
 - Attends and on request leads Key Leaders Round Table Discussion as an expert on Afghan and Afghanistan matters;
 - On request, leads seminars and group discussions as an expert on Afghan and Afghanistan matters;
 - Attends Panels Discussions as an expert on Afghan and Afghanistan matters;
 - Develops Power Point presentations with scenario related content;
 - Provides briefings on scenario related topics to other EXCON members;
 - On request, supports JFTC Scenario Team in performance of other issues;
 - Leads and/or works within a syndicate for final scripting (covering white domain aspects, focusing mainly on humanitarian crisis events);
 - Coordinates and de-conflicts complex storylines;
 - De-conflicts training requirements with respect to SME availability;
 - Develops and finalizes scripting using the JEMM tool;
 - Supports external SMEs in within their specific knowledge;
 - Assists in the development of EXCON Training;

Statement of Work for Short Term Operational Contractors in Support of NATO Pre-Deployment Training Missions in Afghanistan

- Attends EXCON Battle Rhythm related meetings;
- De-conflicts training requirements with respect to SME availability;
- On request, supports JFTC RS TE Planning Team in performance of other issues;
- Provides After Action Review (AAR) input at end of each of the Training Phases and End of Exercise (ENDEX).
- Provides dynamic scripting; and
- Develops Power Point presentations with scenario related content.

7.3. The duties listed above are intended only as general illustrations of the various types of work that may be performed. Specific statements of duties not included does not exclude them from the function if the work is similar, related, or a logical assignment to the function.

8. PERSONNEL REQUIRED FOR THE STATEMENT OF WORK.

8.2. Experiences, Skills and Education Requirements.

Essential Experience:

- Previous experience as a White Cell member in the training/exercise conducted by NATO entity during last 12 months.
- Experience with NATO exercise planning.
- Experience in the conduct of pre-deployment trainings.
- Experience in Exercise Scenario Development for RS or Regional Command (RC) Operations.
- Experience working within EXCON for RS or/and RC exercises.
- Experience working with and coordinating ANDSF or role players within a training environment.
- Experience working with entity of Government of Islamic Republic of Afghanistan
- Knowledge of current political structure of Islamic Republic of Afghanistan.
- Knowledge of Afghan behavior within political and economic environment.
- Current Knowledge of statistical and historical data regarding Islamic Republic of Afghanistan.

Essential Skills:

- Ability to operate effectively within an exercise planning team.
- Ability to lead a sub-element of an exercise planning team.
- Ability to work within a multi-national, multi-cultural environment.
- Ability to work independently.
- Ability to work effectively under constraints of time.
- Ability to work effectively within a rapidly changing environment.
- Ability to effectively brief complex subject matter to diverse audiences.
- Proficiency in use of Microsoft Office Software (Outlook, Word, PowerPoint, Excel).
- Good working knowledge of Joint Exercise Management Module (JEMM).

Essential Education:

- Post-secondary education.

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Enclosure 10

AFGHAN COUNTRY MATTER ADVISOR #2

The Afghan Country Matter Advisor is directly subordinate to the respective managers of the Training Event (MST, BST, MRE) and assists them in all aspects of training design and implementation assigned to the exercise delivery team. Primarily, within this role, work will concentrate upon the Mission Specific Training (MST), support to the Battle Staff Training (BST) phase, and Mission Rehearsal (MRE) portions of the TE. While major milestone tasks are listed below, it should be noted that both programmed and non-programmed (independent) work preceding and following these milestones is required.

- 7.1. Tasks and deliverables during Product Development Workshop (PDW):
 - Leads and/or supports a syndicate working group for TE content scripting (covering white domain aspects, focusing mainly on humanitarian crisis events);
 - Develops, coordinates and de-conflicts multiple complex storylines;
 - De-conflicts training requirements with respect of SME availability;
 - Develops scripting using the Joint Exercise Management Module (JEMM) tool;
 - Develops and delivers Power Point presentations on scenario related content; and
 - On request, supports RS TE Planning Team in performance of other issues.
- 7.2. Tasks and deliverables during RS TE Execution:
 - Coordinates training requirements within MST phase;
 - Provides briefings to TA covering specific areas:
 - human population in Afghanistan including social, cultural, ethnographical, anthropological, gender, economical and geographical data and most current information,
 - governance and most current political trends in Afghanistan and the main power players in regions,
 - cooperation and Afghan behavior,
 - perspective of Afghanistan.
 - Attends and on request leads Key Leaders Round Table Discussion as an expert on Afghan and Afghanistan matters;
 - On request, leads seminars and group discussions as an expert on Afghan and Afghanistan matters;
 - Attends Panels Discussions as an expert on Afghan and Afghanistan matters;
 - Develops Power Point presentations with scenario related content;
 - Provides briefings on scenario related topics to other EXCON members;
 - On request, supports JFTC Scenario Team in performance of other issues;
 - Leads and/or works within a syndicate for final scripting (covering white domain aspects, focusing mainly on humanitarian crisis events);
 - Coordinates and de-conflicts complex storylines;
 - De-conflicts training requirements with respect to SME availability;
 - Develops and finalizes scripting using the JEMM tool;
 - Supports external SMEs in within their specific knowledge;
 - Assists in the development of EXCON Training;

Statement of Work for Short Term Operational Contractors in Support of NATO Pre-Deployment Training Missions in Afghanistan

- Attends EXCON Battle Rhythm related meetings;
- De-conflicts training requirements with respect to SME availability;
- On request, supports JFTC RS TE Planning Team in performance of other issues;
- Provides After Action Review (AAR) input at end of each of the Training Phases and End of Exercise (ENDEX).
- Provides dynamic scripting; and
- Develops Power Point presentations with scenario related content.

7.3. The duties listed above are intended only as general illustrations of the various types of work that may be performed. Specific statements of duties not included does not exclude them from the function if the work is similar, related, or a logical assignment to the function.

8. PERSONNEL REQUIRED FOR THE STATEMENT OF WORK.

8.2. Experiences, Skills and Education Requirements.

Essential Experience:

- Previous experience as a White Cell member in the training/exercise conducted by NATO entity during last 12 months.
- Experience with NATO exercise planning.
- Experience in the conduct of pre-deployment trainings.
- Experience in Exercise Scenario Development for RS or Regional Command (RC) Operations.
- Experience working within EXCON for RS or/and RC exercises.
- Experience working with and coordinating ANDSF or role players within a training environment.
- Experience working with entity of Government of Islamic Republic of Afghanistan
- Knowledge of current political structure of Islamic Republic of Afghanistan.
- Knowledge of Afghan behaviour within political and economic environment.
- Current Knowledge of statistical and historical data regarding Islamic Republic of Afghanistan.

Essential Skills:

- Ability to operate effectively within an exercise planning team.
- Ability to lead a sub-element of an exercise planning team.
- Ability to work within a multi-national, multi-cultural environment.
- Ability to work independently.
- Ability to work effectively under constraints of time.
- Ability to work effectively within a rapidly changing environment.
- Ability to effectively brief complex subject matter to diverse audiences.
- Proficiency in use of Microsoft Office Software (Outlook, Word, PowerPoint, Excel).
- Good working knowledge of Joint Exercise Management Module (JEMM).

Essential Education:

- Post-secondary education.



NORTH ATLANTIC TREATY ORGANISATION
JOINT FORCE TRAINING CENTRE
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JFTC Special Terms and Conditions
for Short Term Operational Commercial Personnel Services
Contracts in Support of Training Events

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1. SCOPE

These Special Terms and Conditions address all issues pertaining to Short Term Operational Commercial Personnel Services in support of training events to be rendered by the Contractor to the JFTC under this Contract, thereby taking precedence over the JFTC General Terms and Conditions.

2. TYPE OF CONTRACT

As far as Short Term Operational Commercial Personnel Services (STOCPS) under this Contract are concerned this is a Level of Effort, Firm-Fixed Price Contract with a not to exceed limit as provided in the Statement of Work (SOW). This Contract establishes a contractual relationship strictly between the Contractor and the JFTC. All financial risks and liabilities undertaken by the Contractor for the purpose of the service provision shall fall on 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 STOCPS referring to the Contractor Personnel are equally applicable.

3. DEFINITIONS

a. Billable Days

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

b. Short Term Operational Commercial Personnel Services

The continuous performance to be provided by the Contractor Personnel, as specified in the Statement of Work.

c. The Contractor Personnel

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

d. JFTC Work Days

Mondays through Fridays with the exception of JFTC Holidays. There are approximately 15 JFTC Holidays during a calendar year. The number of JFTC Holidays may vary from year to year.

e. Surge capability

Surge capability requirement is a contract vehicle used in case emerging circumstances requiring a quick and temporary increase of effort from existing Contractor Personnel in order to meet specific requirements within the scope of the SOW. Surge capability shall not exceed the limit provided in the SOW. Man-day rate for surge capability will remain at the same level as for applicable base or option contract period. Surge capability is an extra effort above contracted man-days limit, requested by the respective Contracting Officer Technical Representative (COTR) and duly supported by approved Purchase Order

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f. 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 STOCPS under this Contract will be performed primarily on JFTC Work Days but may include also delivery of services during weekends and JFTC Holidays.

5. COORDINATION OF ABSENCES

To ensure the uninterrupted flow of training event, any absence by the Contractor Personnel requires earliest possible coordination with the COTR and Contracting Officer. Should absence affect the training event execution, the Contractor, upon request by the Contracting Officer, shall immediately replace the Contractor Personnel with an equally qualified individual. The JFTC reserves the right to approve such substitute based on his/her suitability and qualifications.

6. 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 10, 11 and 12.

a. Billable days

- (1). 100% of the daily rate will be applicable for days above 6 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). There will be no payment for days less than 2 hours worked.

b. Non-performance

Personal leave, sickness, Contractor internal coordination meetings, breaks (except the mid-day break between 1100 and 1400, not exceeding 30 minutes in length), internal social events (except for the obligatory participation in official JFTC events, as ordered by the Commander, Deputy Commander and Chief of Staff or Officer of Primary Responsibility) or any other activity not immediately related to the performance of the services required under this Contract do not constitute billable days.

7. 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.

8. 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.

9. 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 travels to high risk areas required by the JFTC, the Contractor may be reimbursed the insurance costs by the JFTC, if so decided by the Contracting Officer.

10. 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 11 below.

11. BILLING FOR TRAVEL

Expenditures for travel between Contractor Personnel residence and training event venue shall be reimbursed in accordance with JFTC Directive 60-50 – Travel on International Duty. Time spent on travel is not billable.

12. 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 also
- c. Indicating travel, absences and other relevant information.

13. 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 the JFTC.

14. WORK SPACE

If provided for in the SOW, the JFTC will provide working spaces for the Contractor Personnel. Should these spaces not be considered adequate by the Contractor, the

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Contractor will at its own expense ensure working spaces in the immediate vicinity of the identified location of performance.

15. REPRESENTATION OF THE 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 the contract for the JFTC/NATO. The Contractor Personnel shall not take decisions, speak for or make commitments on behalf of the JFTC/NATO.

16. 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 the JFTC, unless otherwise specifically stated in this Contract.



NORTH ATLANTIC TREATY ORGANISATION

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



JFTC General Contract Terms and Conditions

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1. DEFINITIONS

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

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

2. APPLICABLE LAW

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

3. ASSIGNMENT

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

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

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

4. ACCEPTANCE

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

5. PREFERRED CUSTOMER

- a. The Contractor warrants that the prices set forth in this Contract are as favorable 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.

6. SECURITY

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- 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.

7. INVOICES

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

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

f. All invoices shall be submitted to:

Joint Force Training Centre
BUDFIN
ul. Szubinska 2
85-915 Bydgoszcz
POLAND

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

8. 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.

9. 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.

10. 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.

11. INDEMNITY

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

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

12. DISPUTES

Except as otherwise provided, during the period of performance, any dispute between the parties arising out of the performance of this Contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of JFTC shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to JFTC a written appeal, which will be decided by JFTC Head of Budget and Finance Branch. In connection with any appeal of JFTC decision under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. A decision shall be rendered within thirty (30) days of receipt of appeal. JFTC Head of Budget and Finance Branch decision is final. Any further appeals may be received by the court of the JFTC domicile venue.

13. 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.

14. TERMINATION FOR DEFAULT

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

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

15. 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.

16. 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.

17. 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.

18. AUTHORIZATION TO PERFORM

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

19. 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.

20. 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.

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- c. Once Contractor travel has been established under a Contract and the Contractor is tasked to travel, the JFTC Contractor Travel Request form must be filled out and approved prior to any travel being conducted.
- d. The JFTC Travel Office will set the Transport Ceiling Cost and at that time the Contractor may elect to book their transportation with the JFTC Travel Office.
- e. Transport tickets purchased through the JFTC Travel Office will be paid by JFTC, and the applicable travel line of the Contract will be charged. These costs will not be invoiced by, or paid to, the Contractor company. When transport tickets are purchased through another source only the ceiling cost allocated by the JFTC Travel Office will be reimbursed to the Contractor company.
- f. Expenses for travel and per diem will be in addition to the firm-fixed-price hourly rates for contracted services presented herein. The Contractor will be reimbursed for travel expenses based on the NATO Group III daily subsistence allowance for meals, lodging, incidental expenses and any applicable overhead and/or fees in connection with the travel. When air or train transportation is 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. INTELLECTUAL PROPERTY

The Contractor's support to JFTC is principally in the form of provision of services. Materials developed by the Contractor while under 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.

27. RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE

- i. 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.
- ii. 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.

28. PUBLICITY AND PUBLIC RELATIONS

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

29. 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 (40-01) and JFTC internal regulations.

30. 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.

31. OTHER PROVISIONS

- a. The Contractor and the Contractor Personnel are not eligible for the tax and duty exemptions referred to in JFTC MOA.
- 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. JFTC MOA, Section 5.10.
- d. The Contractor Personnel are responsible for finding suitable accommodation and comply with Host Country requirements for personal registration, vehicle registration etc. JFTC In-processing 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. JFC MOA, Section 5.10.
- (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 JFTC MOA.

32. 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.

33. 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.

34. 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.

35. 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.