



## JOINT WARFARE CENTRE

EIKESETVEIEN 29 – PB 8080 – 4068 STAVANGER – NORWAY



# IFIB-ACT-JWC-21-64

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360° Collaborative Production  
Environment Development &  
Delivery Support Contract

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**PART I**

**BIDDING INSTRUCTIONS**

**IFIB-ACT-JWC-21-64**

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**1. PURPOSE**

The purpose of this Invitation for International Bidding (IFIB) process is to award two or more Non-Personal Services Indefinite Delivery Indefinite Quantity (ID/IQ) contracts for the provision of a 360° Collaborative Production Environment Development & Delivery Support Contract at the Joint Warfare Centre (JWC). The contracts will be awarded based on Technically Compliant Lowest Price and will be a Firm Fixed Price Deliverables contract.

Contract Award is contingent upon funding availability. Partial Bidding is allowed.

The Bidding Instructions should enable the bidders to prepare and submit their quotations for meeting the requirements of this IFIB-ACT-JWC-21-64.

**2. TIMETABLE**

<b>Summary Timetable</b>	<b>Date</b>	<b>Comments</b>
Notice of Intent Release	May 11	
Solicitation Release	28 Sept 21	
Bidder's Conference	11 Oct 21	Registration by 6 OCT
Last date that bidder's may request clarifications	30 Oct 21	Bidders are advised to check the JWC webpage on a regular basis for possible updates and clarifications.
<b>Deadline for Submission of the Bids</b>	<b>16 Dec 21</b>	Tenders delivered by hand or courier shall be submitted not later than <b>13:00 CET</b> .
Contract Award Committee Opening Session	Dec 2021	Estimated
Completion Date and Signature of Contracts	Jan 2022	Estimated

**3. DEFINITIONS AND ABBREVIATIONS**

a. "Bid" means a submission of completed documents in response to this IFIB with the intent of participating in the competition for a contract award. Bid is used interchangeable with the term "Proposal".

b. "Bidder" means the bidding entity that has submitted a bid in response to this IFIB. This term may be used interchangeably with the word "Supplier", "Company", or "Provider".

c. "Contracting Officer" or the "Purchasing & Contracting Officer" or "P&C" means the person executing and managing this contract on behalf of JWC. Only duly designated Contracting Officers have the authority to obligate JWC.

d. "Contracting Officer Technical Representative" or "COTR" means a person appointed by the Contracting Officer for the purpose of determining compliance with the technical requirements of the contract. They are responsible for overseeing the execution of the contract. COTRs are authorized to make direct liaison with the Supplier but do not have delegated authority to make any commitments or changes that affect price, quality, delivery or other terms and conditions of the contract.

e. "HQ SACT" means the Headquarters, Supreme Allied Commander Transformation, located at Norfolk, VA, United States of America.

f. "JWC" means the Joint Warfare Centre, located in Stavanger, Norway.

g. "North Atlantic Treaty Organisation" is hereafter referred to as "NATO".

#### **4. USEFUL WEB SITES**

The following web sites contain information that may prove useful to the Bidders;

NATO; [www.nato.int](http://www.nato.int)

JWC; [www.jwc.nato.int](http://www.jwc.nato.int)

Norwegian Tax Authorities; [www.skatteetaten.no](http://www.skatteetaten.no)

Norwegian Work and Welfare Authorities; [www.nav.no/page?id=805312736](http://www.nav.no/page?id=805312736)

#### **5. ELIGIBILITY**

a. This IFIB is opened to Governmental or Commercial entities that:

1. Originate and are chartered/incorporated within NATO member nations.
2. Maintain a professionally active facility (office, factory, laboratory, etc.) within NATO-member nations.
3. Provide the funding for the aforementioned requirement.
4. At the time of bidding, bidders must be legally authorised to operate this kind of business in any of the NATO-member nations.

## **6. CLASSIFICATION**

This Invitation for International Bid (IFIB) is a NON SENSITIVE INFORMATION RELEASABLE TO THE PUBLIC document. However, it may make references to classified documents for which access and/or retention are subject to NATO and national security rules and procedures. JWC will not distribute these classified documents to prospective bidders nor will JWC consider any request for time extension to enable a prospective bidder to obtain these classified documents from national sources.

For bidding purposes, 360-Scenario candidates must currently have an Active NATO SECRET security clearance or equivalent national level at the time of bid proposal.

For the performance of task orders for the contract, the Companies' personnel who will deliver the services at JWC, must obtain a NATO SECRET security clearance or equivalent national level, not later than, 60 days prior to task order start date.

## **7. PARTIAL BIDDING**

Partial bidding is AUTHORIZED. Any partial bid submission must meet compliancy standards for a minimum of **5 of the 7** different zones in both Area 1 (Baseline Functional Support) and Area 2 (Baseline Capability Support), unless JWC judges it to be in its own interest.

Minimum submission qualifications are listed per Zone and Area in Annex C-1, Tab 2.

## **8. AMENDMENTS OR CANCELLATION OF THE IFIB**

JWC reserves the right to modify or delete any one or more of the terms, conditions, requirements or provisions of the IFIB prior to the date set for the bid closing. JWC reserves the right to cancel this IFIB, in its entirety, at any time. No legal liability on the part of JWC for payment of any sort shall arise and in no event will a cause of action lie with any bidders for the recovery of any costs incurred in connection with preparing or submitting a bid in response hereto. All efforts initiated or undertaken by the bidders shall be done considering and accepting this fact. JWC will inform the prospective bidders by posting on the JWC Contracting website any changes of this original document. If this IFIB is cancelled prior to the bid opening, the bids already received will be returned unopened to the senders.

## **9. COMPLIANCE**

Bidder's proposal must be based on a full compliance with the terms, conditions, and requirements of the IFIB and its future clarifications and/or amendments. The bidder may offer variations in specific implementation and functional details, provided that stated functional and performance requirements of the IFIB are fully satisfied.

Each bidder will include in their bid a compliance statement in accordance with Part I, Annex A-1. The bidder shall list thereon, when applicable, all deviations from the Bidding Instructions (Part I), JWC General Provisions (Part II) and the Statement of

Work (Part III). Failure to submit a completed compliance sheet may result in disqualification of the bid. In case of conflict between the compliance statement and the detailed evidence or explanations/ comments furnished, the detailed evidence/comments shall take precedence for the actual determination of compliance.

## **10. CURRENCY**

Bidders may only quote in NOK. Bidders are also advised that all invoices and payments will be made in the currency agreed in the contract. Bank charges related to payments outside Norway will be charged to the supplier.

## **11. CONTENTS OF PROPOSAL**

The bid will consist of **three (3) separate bid packages**

1. The Administrative documentation – one (1) original
2. The Technical Proposal – one (1) original and (1) copy
3. The Price Proposal – one (1) original and (1) copy

**a. ENVELOPE A - Administrative Documentation:** Each prospective bidder shall include the following certifications, completed, signed and dated (wherever applicable) by the bidder with the minimum the following information:

- a.0 Bid Submission Form (Annex A-0)
- a.1 The Compliance Statement (Annex A-1)
- a.2 The Certificate of Legal Name of Bidder (Annex A-2)
- a.3 The Certificate of Independent Determination (Annex A-3)
- a.4 The Certificate of Bid Validity (Annex A-4)
- a.5 The Certificate of Exclusion of Taxes and Charges (Annex A-5)
- a.6 The Certificate of Authorization to Perform (Annex A-6)

**b. ENVELOPE B - Technical Proposal:** Each prospective bidder shall include a technical proposal to include as a minimum the following information:

- b.1 The Technical Criteria & Evaluation Form  
  
(Annex B-1 Company Compliance Evaluation – JWC Fill-in Format)
- b.2 Functional and Capability Service Assessment for both Area 1 (Functional Support) and Area 2 (Capability Support) in accordance with Annex C to the Statement of Work.

(Annex B-2 – Company Created Format – Organized by Zone and Area)

Note: Minimum matrix quantity to be submitted and qualifications per Zone are listed in Annex C-1, Tab 2.

The Technical Proposal must enable JWC to assess the supplier's current position in promoting quality and financial assurance.

**c. ENVELOPE C - Price Proposal:** The Price Proposals shall be made in accordance with the attached Bid Form (Annex C-1).

The Bid Forms (Annex C-1) must be dated and signed by Bidder's authorized personnel.

c.1 Financial Proposal (Annex C-1) – Suppliers may propose different work unit pricing from the base year to each of the four (4) options years. Additional information for this form will be included on the form itself.

c.2 Prices shall be on a Firm-Fixed price basis.

## **12. BID SUBMISSION**

### **a. Language**

Proposals shall be submitted in the English language.

### **b. Bid Mailing**

1. Each proposal will be placed in a package, which will be marked "Proposal for IFIB-ACT-JWC-21-64." **The price, administrative and technical proposal must be labelled and enclosed in separate envelopes.** The package containing the entire proposal will be placed in another envelope, also prominently marked with the IFIB reference (IFIB-ACT-JWC-21-64) and addressed to:

**"Proposal for IFIB-ACT-JWC-21-64". Attention: JULIE HANSEN**

#### **Mailing Address:**

Joint Warfare Centre  
BUDFIN – Purchasing and Contracting Branch  
P.O. Box 8080  
N-4068 Stavanger, Norway

#### **Hand-carried or Courier Address\*:**

Joint Warfare Centre  
BUDFIN – Purchasing and Contracting Branch  
Gamle Eikesetveien 29  
N-4032 Stavanger, Norway **Tel: +47 52 87 92 90/91/94/97**

\*Military Guards will not receive any mail. **Please email POC in advance to arrange pickup of Courier Mail.**

2. Proposals hand-carried to JWC, delivered by commercial courier, or parcel Delivery Companies are to be handed over to a representative of the Purchasing & Contracting Section. The Section is typically open Monday through Friday between 08:00 to 15:30 hrs, please call the office and arrange a time & date to meet at the front gate – 47-52879290/91/94/97. Receipt of the proposal (namely time and date) will be recorded on the package, and the delivery agent will be requested to sign the date/time endorsement, signifying transfer of accountability.



### **13. LATE PROPOSALS**

The bidder must make every effort to ensure that the proposal reaches JWC before or on the exact date and time set for the bid closing. Proposals received after the established closing date/time will be considered late. Late proposals may be considered only if arrived before the first CAC meeting and on condition that their failure to arrive on time can be attributed to the following circumstances:

- a. A bidder will not be held responsible for service delays, so long as a proposal was sent (Registered Mail or by Certified Mail) through commercial channels at least five (5) days before the bid closing. An official Post Office date stamp or service receipt will be required in order to substantiate reason for delay.
- b. Mishandling by JWC personnel upon or after receipt.

All other late proposals shall be considered too late and cannot be considered for award. These proposals will be treated as non-responsive and will be returned unopened to the bidder, at his expense.

### **14. BID WITHDRAWAL**

A bidder may withdraw his proposal up to the date and time specified for the bid closing, by written notice to JWC Contracting Officer. The proposal will be returned unopened to the bidder, at his expense.

### **15. BID CLOSING DATE**

Proposals must be received at JWC **not later than 13:00 hours (local time) 16-DEC-2021**. At that time and date, bidding will be closed.

### **16. BID VALIDITY**

Proposals submitted shall remain valid for a period of one hundred and twenty days (120) from the applicable closing date set forth within this IFIB. JWC reserves the right to request an extension of validity if a decision cannot be made within this time. Bidders will be entitled to either grant or deny this extension of validity. JWC will interpret a denial as a withdrawal of the proposal.

### **17. DURATION OF THE CONTRACT**

The contract awarded through this IFIB will be for the base period effective from the date of last signature, with the option to extend the contract up to four (4) yearly extension options. Notice of execution of the optional year(s) will be provided in writing by the Contracting Officer no later than 60 days prior to current contract expiration date.

### **18. BID EVALUATION**

#### **a. Responsibility**

The evaluation of Proposals and the determination as to the responsiveness and technical adequacy of the services offered will be the responsibility of JWC Contract Award Committee (CAC) and shall be based on information provided by the bidders. JWC is not responsible for seeking any information that is not easily identified and available in the proposal package.

**b. Price Comparison**

For the purpose of price comparison, all quoted prices will be in NOK.

**c. Evaluation Process**

JWC CAC will make the evaluation of bids solely on the basis of the requirements specified in this IFIB. Bids will be evaluated by the CAC based upon the bidder's technical proposals and the bidder's price proposal. The anticipated IDIQs shall be awarded to the bidders submitting the **Technically Compliant Lowest Price** offers.

This will be a multi-award contract. JWC is anticipating awarding to two companies, with a possibility of additional awards, if to do so is in JWC's best interest. The compliant companies who offer the most priority zones overall will be the companies who are offered IDIQ contracts.

Companies who do not meet the technical compliance minimum standards may not be considered for award. Only the bidders meeting the requirements will have their bid evaluated in terms of acceptability and price.

**1. Administrative Compliance.**

Prior to the commencement of the Price and Technical Evaluation, Bids will be reviewed for administrative compliance with the Bid Submission Requirements of this IFIB. These are as follows:

- a. The bid was received by the bid closing time
- b. The bid is complete, i.e. contains a separate administrative, technical and financial bid, and it comes in three separate and closed envelopes.
- c. The bidder has submitted originally signed copies of the required Certificates and documents (envelope A).
- d. The Technical Proposal is complete and meets the purpose of this IFIB.

**A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the JWC CAC (selection criteria: Compliant/ Non-Compliant).**

**2. Technical proposal evaluation.**

The quality of technical offers reaching this stage will be evaluated in accordance with the award criteria as detailed in the evaluation criteria below.

- a. The Assessment of technical quality will be based on the ability to meet the purpose of the contract as described in the Statement of Work. To this end, the technical proposal shall contain the following information to allow evaluation of the bid according to the technical criteria:

- (1) (Annex B-1)(Company Compliance Evaluation) will be evaluated as compliant/non-compliant.

This is the bidder's evaluation to include past performance and their ability to understand and display adequate compliance with the complexity of the services requested. Each question will be graded individually and a bidder must be considered "PASS" for each question to be considered compliant overall.

- (2) (Annex B-2) (Functional and Capability Services Assessment) will
- NON SENSITIVE INFORMATION RELEASEABLE TO THE PUBLIC  
IFIB-ACT-JWC-21-64

be evaluated as a compliant/non-compliant.

Maximum and minimum submission levels of B-2 matrix assessments and qualification standards are listed in Tab 2 of the C-1 Pricing Excel file. This form will be used to verify compliance in each Zone and Area. The Bidder must be compliant in 5 of the 7 Zones in both Area 1 and Area 2 as described in Annex C to the SOW. Therefore a minimum total of 10 Zones will need to be proposed in order to be considered compliant overall.

(3) All bidders that are considered compliant in Annex B-1 and Annex B-2 will advance to the financial review stage.

b. The information in the technical proposal must be consistent with the Statement of Work and such technical proposal must be signed by the bidder.

### 3. Financial

The financial evaluation will be made on the basis of the price offered in Annex C-1 Financial Proposal. Each Bidder who meets the minimum technical qualifications will be assessed for Priority Ordering based on price.

a. The Financial Proposal

- (1) The financial proposal should be presented in the format provided in Annex C-1. This form should not be altered by the Bidder.
- (2) Prices must be quoted in NOK.
- (3) Prices must be quoted free of all duties, taxes (such as VAT) and other charges.
- (4) Costs incurred in preparing and submitting tenders are borne by the bidder and shall not be reimbursed.
- (5) All offers must be determined reasonable by the Contracting Officer.

b. Priority List

- (1) The Evaluated Cost for Award will be based on formulas on a per Zone basis. Both Support Area 1 and Support Area 2 have seven (7) zones.
- (2) In Support Area 1 –Functional Support, Zone 1.1 to 1.7 will be evaluated with the following formula:

(Expert Work Unit Rate Base Year + Expert Work Unit Rate for Option Year 1 + Expert Work Unit Rate for Option Year 2 + Expert Work Unit Rate for Option Year 3+ Expert Work Unit Rate for Option Year 4) x 10 +  
Expert Remote Work Unit x 2 +  
Expert Holding Work Unit x 1 +  
Expert Extended Hours Unit x 5 +  
Yearly Fee for Monthly Reports x 1

= Evaluated Cost for Award

- Both the Expert and Senior Expert lines will be evaluated with the same equation. Both lines will then be added together for the final Evaluated Cost for the Zone. This number will be used as the basis for Priority award.

- (3) In Support Area 2 – Capability Support, Zone 2.1 – 2.7 will be evaluated with the following formula:

(Expert Work Unit Rate Base Year + Expert Work Unit Rate for Option Year 1+ Expert Work Unit Rate for Option Year 2 + Expert Work Unit Rate for Option Year 3+ Expert Work Unit Rate for Option Year 4) x 10 +  
Expert Remote Work Unit x 2+  
Expert Holding Work Unit x 1+  
Expert Extended Hours Unit x 5+  
(TOFC Base Year + TOFC Year 1+ TOFC Year 2 + TOFC Year 3 + TOFC Year 4) x 2 +  
Yearly Fee for Monthly Reports x 1

= Evaluated Cost for Award.

- Both the Expert and Senior Expert lines will be evaluated with the same equation. Both lines will then be added together for the final Evaluated Cost for the Zone. This number will be used as the basis for Priority award.

If a Zone only has one line (such as Zone 2.6), the evaluated cost for that zone will be the single line's evaluated cost for award.

- (4) The Priority List will be decided by Lowest Price (by comparing the Bidders who qualified for Priority) offered per zone in conjunction with technical acceptability.
- (5) To be eligible for Priority Ordering, the bidder must have 1 qualified candidate in both the Expert and Senior Expert line per zone. (Exception 2.6 and 1.5 which have only 1 line)
- (6) The 2 bidders who have the highest quantity of 'Technically Compliant Lowest Price' priority qualifications in all 14 Zones will be offered IDIQ contracts by JWC. Any additional awards will only be considered if it is in JWC's best interest.

### **c. Clarification of Proposals and Discussions**

During the proposal evaluation process, JWC reserves the right to discuss any proposal with the bidders in order to clarify what is being offered (technical capabilities, financial information, investment plan, etc.) and to resolve any potential areas of non-compliance. However, no change to the content of the proposal (technical, financial, etc.) shall be permitted.

## **19. COMMUNICATIONS AND CONTACTS FOR CLARIFICATION**

### **a. Communications in General**

Any communications related to this IFIB, between a prospective bidder and JWC shall only be through the JWC Contracting Office; only such persons may, during the solicitation and evaluation period, answer inquiries regarding this IFIB. There shall be no contact with regards to this IFIB with other JWC or NATO personnel. This is to maintain all bidders on an equal and competitive footing. Bidders not following this rule will be disqualified.

### **b. Bidders Request for Clarification**

Bidders should seek clarification as soon as possible. Any explanation desired by a bidder regarding the meaning or interpretation of this IFIB, specifications etc., must

be requested in writing (email) to the Contracting Officer and/or Contracting Specialist. The Contracting Officer must receive clarification requests by **30 Oct 2021**. It is the Contracting Officer's exclusive right to deny or grant an extension of the closing date.

Information in response to all inquiries / requests for clarification to a prospective bidder shall be furnished to all prospective bidders at the following link:

<http://www.jwc.nato.int/index.php/organization/contracting#Procurements>

as a Question and Answer addendum. All such addendums and any necessary solicitation amendments shall be incorporated into this IFIB. Oral Interpretations shall not be binding.

A Bidders Conference will be arranged at the JWC premises at Jåttå, Stavanger on **11 Oct 2021 at 13:00 PM**. Additionally, a video link of the conference will be posted for those who are unable to attend the Conference.

The conference will offer the possibility to ask questions directly to key personnel.

Bidders are kindly requested to provide **Full Name, Nationality, contact email address and Date of Birth (DD/MM/YYYY)** of those physically participating to the JWC POC not later than **6 OCT 2021**.

### **c. Point of Contact**

MSgt Julie Hansen, Contracting Officer

Tel: +47 52 87 92 94

E-mail address: [julie.hansen@jwc.nato.int](mailto:julie.hansen@jwc.nato.int)

Mr Kjetil Sand, Head of Contracts

Tel: +47 52 87 92 90

E-mail address: [kjetil.sand@jwc.nato.int](mailto:kjetil.sand@jwc.nato.int)

All correspondence is to be forwarded to group email box: [pcs@jwc.nato.int](mailto:pcs@jwc.nato.int)

Joint Warfare Centre  
BUDFIN – Purchasing and Contracting Branch  
ATTN: Julie Hansen  
P.O. Box 8080  
Gamle Eikesetveien 29  
N-4068 Stavanger  
Norway

**ANNEXES:**

PART I Annex A-0 Bid Submission Form  
PART I Annex A-1 Compliance Statement  
PART I Annex A-2 Certificate of Legal Name of Bidder  
PART I Annex A-3 Certificate of Independent Determination  
PART I Annex A-4 Certificate of Bid Validity  
PART I Annex A-5 Certificate of Exclusion of Taxes and Charges  
PART I Annex A-6 Certificate of Authorization to Perform  
PART I Annex A-7 Bidder's Conference Sign-up Sheet  
PART I Annex B-1 Company Compliance Evaluation - Technical Form  
PART I Annex C-1 Financial Proposal

**All Annexes located in Separate PDF & Excel file**

**PART II**

**SECTION A - GENERAL TERMS AND CONDITIONS**

**IFB-ACT-JWC-21-064**

**(CONTRACT NO.: ACT-JWC-21-C-0XX)**

- Part 1 Order of Precedence
- Part 2 Definitions
- Part 3 Authorization to Perform
- Part 4 Supplier's Status and Authorizations
- Part 5 Assignment and Sub-Contracting
- Part 6 Guarantees of the Supplier
- Part 7 Service and Parts Availability
- Part 8 Notice of Shipment
- Part 9 Security
- Part 10 Acceptance
- Part 11 Ownership
- Part 12 Warranty
- Part 13 Export Control
- Part 14 JWC Regulations
- Part 15 Supplier Notice Regarding Delay
- Part 16 Notice of Assistance with Respect to Patent and Copyright Infringement
- Part 17 Intellectual Property
- Part 18 Software Releases and Updates
- Part 19 Quality Assurance and Control; Audit
- Part 20 Quality Improvement
- Part 21 Health, Safety and Incident Prevention
- Part 22 Penalties
- Part 23 Delay not Attributable to the Supplier

- Part 24 Indemnity
- Part 25 Termination
- Part 26 Corruption and Illicit Gratuities
- Part 27 Insurance
- Part 28 Taxes and Customs Charges
- Part 29 Purchase Orders
- Part 30 Invoices and Payments
- Part 31 Withholding of Payment
- Part 32 Currency and Exchange Rates
- Part 33 Confidentiality
- Part 34 Code of Conduct
- Part 35 Contract Administration and Amendments
- Part 36 Publicity and Public Relations
- Part 37 Preferred Customer
- Part 38 Language
- Part 39 Enforcement
- Part 40 Force Majeure
- Part 41 Disputes
- Part 42 Applicable Law
- Part 43 Jurisdiction
- Part 44 Entire Agreement
- Part 45 Privileges and Immunities
- Part 46 Miscellaneous



## **PART II GENERAL PROVISIONS**

### **1. ORDER OF PRECEDENCE**

In the event of any inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved giving precedence in the following descending order:

- 1<sup>st</sup> Purchase Order Terms
- 2<sup>nd</sup> Special Provisions (Part II Section B)
- 3<sup>rd</sup> General Provisions (Part II Section A)
- 4<sup>th</sup> The Statement of Work (Part III)
- 5<sup>th</sup> The formal Bid or Proposal accepted by JWC

### **2. DEFINITIONS**

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

- (1) "JWC" means the Joint Warfare Centre. Joint Warfare Centre (JWC) is set up by the North Atlantic Council under Article 14 of the Protocol on the Status of International Military Headquarters, 1952), (Paris Protocol).
- (2) "Contracting Officer" means the person executing and managing this contract on behalf of JWC.
- (3) "Contract" means the contractual instrument (purchase order or written agreement) to which these General Rules and Conditions apply.
- (4) "NATO" means the North Atlantic Treaty Organisation.
- (5) "Supplier" means a party that supplies Goods or Services. This term may be used interchangeably with "Bidder" and "Company"
- (6) "Day" means any calendar day.
- (7) "COR/COTR" means the Contracting Officer's Representative.
- (8) "Force Majeure" means an event or effect that can be neither anticipated nor controlled, provided that such event or effect is not attributable to the fault or negligence of the Supplier and cannot be prevented by it. The term includes both acts of nature (e.g., floods and hurricanes) and acts of people (e.g. riots and wars). Neither strike nor labour stoppages by the Supplier's workforce nor civil unrest shall constitute Force Majeure.
- (9) "Goods" means any and all of the products to be supplied by the Supplier to the JWC under the Contract, including any replacement

parts furnished pursuant to a warranty or otherwise, regardless of whether the price(s) for such Good(s) is or are separately indicated.

- (10) "Sub-Contractor" means a Third Party who has entered into an agreement with the Supplier for the provision of Supply under this Contract.
- (11) "Subcontract" means, except as otherwise provided in this Contract, any agreement or contract made by the Supplier with any other party in fulfillment of any part of this Contract, and any agreement, contract or subcontract hereunder.
- (12) "Work" means all work which the Supplier shall perform or cause to be performed under this Contract.
- (13) "Supplies" means the Services and the Goods identified in the Contract.
- (14) "Services" means any and all services to be provided by the Supplier to the JWC under the Contract, including but not limited to applicable consultancy, report, design work, creation or licensing of intellectual property, training, installation, maintenance, repair or other after-sales service.

### **3. AUTHORIZATION TO PERFORM**

a. The Supplier warrants that:

- (1) it and its Sub-Contractors, if any, have been duly authorized to provide the required services and to do business in Norway;
- (2) it and its Sub-Contractors, if any, have obtained or will obtain all necessary licenses and permits required in connection with the Contract;
- (3) it and its Sub-Contractors, if any, will fully comply with all the laws, decrees, labor standards and regulations of Norway during the performance of the Contract; and
- (4) attainment of any license, permit or authorization that is required for provision of the Supplies shall be sole obligation of the Supplier.
- (5) In line with these contractual terms and conditions, the Supplier must provide the details/paperwork of your corporate registration in Norway. The required documentation must be provided at your earliest opportunity but not later than prior to contract award.

### **4. SUPPLIER'S STATUS AND AUTHORIZATIONS**

- (1) The Supplier, its personnel and Sub-Contractors, if any, shall not be considered in any respect as being employees, organs or agents of the JWC or NATO. Nothing in this Contract shall be construed as creating a partnership or joint venture of any kind. Neither Party shall be authorized to bind the other Party legally, financially or otherwise except as explicitly indicated in the Contract.
- (2) No NATO privileges or immunities will be granted to Suppliers or its personnel. The SUPPLIER's personnel cannot become members of NATO MWA funded activities, e.g. Jatta Community Club, JWC Friendship Club, or the Sports Clubs.
- (3) The NATO SOFA or Paris Protocol does not apply to the Supplier or sub-contractor, or to their respective personnel. Work permits and residency permissions must be obtained in accordance with Norwegian law where applicable.

## **5. ASSIGNMENT AND SUB-CONTRACTING**

- a. The Supplier shall not assign, transfer, pledge, subcontract or make other disposition of the Contract either in whole or in part except with the express written consent of the JWC and in accordance with the following reservations:
  - a. any modifications, including changes, additions or deletions and instructions under this Contract shall not be binding unless agreed in writing by the Contracting Officer.
  - b. Sub-Contractors' personnel shall be nationals of NATO member States, unless specifically authorized by the Contracting Officer.
  - c. the Supplier shall determine that any Sub-Contractor proposed by him for the furnishing of Supplies which shall involve access to classified information in the Supplier'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.
  - d. the Supplier shall be fully responsible for its Sub-Contractors and in any Subcontract shall bind the Sub-Contractor by the same terms and conditions by which the Supplier is bound under the Contract. Any subcontracting shall not relieve the Supplier from any liability or obligation under the Contract.

## **6. GUARANTEES OF THE SUPPLIER**

- (1) The Supplier declares that the Supplies:

- (1) are of the quality(ies), quantity(ies) and description(s) required by, and conform to the terms or reference or technical specification of the Contract;
  - (2) fully comply with applicable laws, directives, rules and regulations; and
  - (3) are free from any right or claim of a third party, including rights based on industrial or intellectual property.
- (2) The Supplier further declares that:
- (1) it is competent to perform the Services; and
  - (2) it has necessary associated capacities and qualifications, including knowledge, certifications, skills and personnel.

## **7. SERVICE AND PARTS AVAILABILITY**

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

## **8. NOTICE OF SHIPMENT**

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

## **9. SECURITY**

- (1) The Supplier shall comply with all security requirements prescribed by the JWC and the National Security Authority or designated security agency of each NATO country in which the Contract is performed.
- (2) The Supplier 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.
- (3) 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 Norwegian 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.
- (4) 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 Article 22 below.

## **10. ACCEPTANCE**

- (1) Acceptance or rejection of the Supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract.
- (2) Acceptance shall be conclusive, except for latent defects, fraud, gross negligence amounting to fraud, or otherwise stated in the Contract. The formal Acceptance will take place when the following requirements have been met:
  - (1) availability at final destination of all Supplies;
  - (2) successful completion of acceptance testing;
  - (3) verification of the inventory;
  - (4) satisfactory completion of all training or other services, if any, required by that date; and
  - (5) agreement between the JWC and the Supplier on a discrepancy list (if necessary) and corresponding clearance dates.
- (3) When discrepancies exist and if these do not prevent satisfactory use or operation of the Supplies, the JWC may declare the acceptance provisional. In this case the JWC is authorized to 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.

## **11. OWNERSHIP**

Unless specified elsewhere in this Contract, title to Supplies furnished under this Contract shall pass to the JWC upon Acceptance, regardless of when or where the JWC takes physical possession.

## **12. WARRANTY**

- (1) The Supplier issues a warranty on the product for a period of 24 (twenty-four) months (warranty period), from the date of Delivery and Acceptance, certifying that the product fulfils the agreed standards. Under the warranty the Supplier is obliged to repair or put into working order any fault or defect at Supplier's own expense, no matter when JWC – within the warranty period notifies Supplier of the fault or defect.
- (2) The provisions of this Article are equally applicable to any item replaced or repaired under warranty.
- (3) The Supplier is liable for any and all faults or defects depreciating value or affecting the usability of the Supplies and depreciating or compromising the standards as defined in the Contract, or by Norwegian Law.
- (4) The warranty applies to all faults or defects as described in this paragraph, and reported by the JWC before the expiration of the warranty period. The procedure shall be as follows:
  - (1) JWC is obliged to notify the Supplier in writing, of any fault or defect no later than 7 (seven) days after the JWC has identified or discovered the fault or defect.
  - (2) In case the Supplier is unable to replace or repair faults or defects occurring within the warranty period, the JWC is entitled to:
    - reduce the payment corresponding to the loss of functionality and technical value, provided that the fault or defect is only partly and does not affect the general usability of the Supplies;
    - If the fault or defect affects the general usability of the Supplies, set aside and declare the Contract void and subject to compensation, or request another Supplier to do the remaining and necessary works at Supplier's expense.
  - (3) Repairing of the defect should be reported in a protocol.
  - (4) In case of a provisional acceptance the warranty period starts at the date of provisional acceptance and ends twelve (12) months after the date of provisional acceptance.
  - (5) Failure to agree upon any determination to be made under this Article shall be a dispute concerning a question of fact within the meaning of the "Disputes" Article of this Contract.
  - (6) The rights and remedies of the JWC provided in this Article are in addition to and do not limit any rights afforded to the JWC by any other Article of the Contract.

- (7) The warranty period shall be extended by a period equal to the time taken by the Supplier to repair or replace the item (Supplies) under warranty.

### **13. EXPORT CONTROL**

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

### **14. JWC REGULATIONS**

The Supplier shall comply with the applicable provisions of JWC regulations and Directives as communicated to it by the Contracting Officer.

### **15. SUPPLIER NOTICE REGARDING DELAY**

In the event the Supplier 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 the JWC of any delivery schedule or date, or of any rights or remedies provided by law or under this Contract.

### **16. NOTICE OF ASSISTANCE WITH RESPECT TO PATENT AND COPYRIGHT INFRINGEMENT**

- (1) The Supplier 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 Supplier has knowledge.
- (2) In the event of any claim or suit against the JWC 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 Supplier shall furnish, free of charge, to the JWC, when requested by the Contracting Officer, all evidence and information in possession of the Supplier pertaining to such suit or claim.
- (3) This Article shall be included in all Sub-Contracts.

### **17. INTELLECTUAL PROPERTY**

(1) Unless the Supplier has advised the JWC before the acceptance of the Contract on existing third parties or Supplier's rights arising otherwise than by virtue of this Contract, and with due regard to national security regulations, all rights in the results of work undertaken by, or on behalf of, the JWC for the purpose of this Contract, including:

- (1) any technical data specifications, report, drawings, computer software data, computer programs, computer databases, 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, documentation including software documentation;
- (2) design data, specifications, instructions, test procedures;
- (3) training material produced or acquired in the course of such work without prejudice to the residual rights of the Supplier to use the same or similar materials on future occasions in connection with work carried out for the JWC;
- (4) Plans, drawings, manuals or instructional materials prepared or required to be delivered under this Contract for implementation management, installation, operation, maintenance and training purposes; and
- (5) in particular, all rights, including copyright therein,

will vest in and be the sole and exclusive property of the JWC.

(2) Technical data and software delivered under this Contract shall be marked with the number of this Contract, name of the Supplier and the rights transferred to JWC.

## **18. SOFTWARE RELEASES AND UPDATES**

- (1) All software implemented on or delivered with the Supplies shall be at the start of Acceptance, the most recent versions or releases as available.
- (2) The Supplier shall for duration of minimum five (5) years after Acceptance, and upon their availability, offer to the JWC 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.

## **19. QUALITY ASSURANCE AND CONTROL: AUDIT**

(1) The Supplier shall have established a quality assurance system based on ISO 9000 Standards as applicable to the work, describing in which manner the Supplier will secure that the work will satisfy all quality requirements. Such system shall be subject to JWC's review



and the JWC has the right to audit the Supplier's quality assurance system at any time during the term of the Contract.

- (2) The Supplier shall, during the execution of the Work, perform such control as necessary to ensure that the Work is performed in accordance with the quality requirements of the Contract and that adequate documentation verifying such control is provided to the JWC in a timely manner.
- (3) The JWC shall have a right to monitor the Work continually during the term of the Contract to ensure that the Supplier is fulfilling the contractual obligations. The monitoring will be carried out by performing quality inspections and assessments to determine whether the Supplier is meeting necessary quantity and quality requirements. The Supplier shall make its facilities accessible for inspection.
- (4) As a part of the quality assurance system the Supplier may be required to issue a Status Report on a regular basis. Typically such Report should contain the following:
  - (1) Summary of work completed in the reporting period, including work days used;
  - (2) Current and/or anticipated problems/deficiencies, if any;
  - (3) Closing date(s) for open issues, if any;
  - (4) Comments/Queries.
- (5) JWC reserves the right to inspect any facilities required by the Supplier or to fulfil the obligations of this Contract, at any time.
- (6) The JWC audit personnel or any person designated by the Contracting Officer shall have the right to inspect or audit the Supplier's account books and to make such inspections or audits as may be considered necessary to verify and ensure strict compliance with all provisions of this Contract and with the applicable JWC Directives.
- (7) The Supplier agrees that the JWC or any of its duly authorized representatives shall, until the expiration of 5 (five) years after final payment under this Contract, have access to and the right to examine any pertinent books, documents, papers, and records of the Supplier involving transactions related to this Contract. The Supplier further agrees to include in all his Sub-Contractor(s) hereunder a provision substantially set for in this paragraph.

## **20. QUALITY IMPROVEMENT**

- (1) If the quality inspections and assessments show a need for improvement the Supplier shall submit an action plan to the Contracting Officer. The plan shall contain information on how the Supplier will solve the issues and a time schedule for implementation of the improvements. The plan must be approved by the Contracting Officer in writing.

- (2) The Supplier shall keep up with developments in its professional field and, subject to the written approval of the Contracting Officer, make changes to improve and develop the services provided to the JWC.

## **21. HEALTH, SAFETY AND INCIDENT PREVENTION**

The Supplier is obligated to ensure that personnel working inside the JWC areas are working in accordance with applicable national or local laws, codes and/or regulations as well as JWC Directives and Standard Operating Procedures (SOPs). If the Contracting Officer notifies the Supplier in writing of any non-compliance in the performance of this Contract, with safety and health rules and requirements and the Supplier fails to take immediate corrective actions, the Contracting Officer may order the Supplier to stop all or part of the Work until satisfactory corrective action has been taken. Such order to stop Work shall not entitle the Supplier to an adjustment of the price or other reimbursement for resulting increased costs, or to adjustments of the delivery or performance schedule.

## **22. PENALTIES**

If, JWC impose penalties on the Supplier, such penalties shall amount to 0.5% (zero point five percent) of the total contract price for each Day following the delivery date(s) specified in the Contract, not to exceed 10% (ten percent) of the total contract price. The penalties for the delay may be deducted by the JWC from any sum(s) due, or to become due, to the Supplier.

## **23. DELAY NOT ATTRIBUTABLE TO THE SUPPLIER**

If at any time the Supplier is delayed in providing the Supplies or in fulfilling any other obligation under the Contract due to any cause beyond the Supplier's reasonable control, including but not limited to Force Majeure, the Contracting Officer may, by written notice, extend the delivery date(s) or fulfilment of any other obligation for such period of time as the JWC grants at its sole discretion.

## **24. INDEMNITY**

The Supplier shall indemnify and hold the JWC and its personnel, agents and employees harmless from any and all claims, suits, demands, liabilities, damages, losses and expenses of any nature or kind arising from:

- (1) any personal injury or damage of any property arising out of or in any way connected with any act or omission by the Supplier and/or the Contractors in the provision of services under the Contract, unless it is caused from negligence on the part of the JWC and/or JWC's personnel;
- (2) any taxes or other payments owed by the Supplier and/or the Contractors to any governmental agency as a result of any services

provided hereunder, and any compensation owed to any employee of the Supplier for services provided hereunder;

(3) any claim by any third party that the Supplies, the Work or materials provided hereunder infringes a copyright, patent, trade secret or other intellectual property right of such third party;

(4) acts or omissions of the Supplier or its employees, agents and Sub-Contractors in the performance of the Contract.

## **25. TERMINATION**

### **25.1. TERMINATION FOR CONVENIENCE**

- a. The Contracting Officer reserves the right to terminate this Contract, or any part hereof, for its sole convenience by serving a 30 (thirty) Day written notice to the Supplier.
- b. In the event of such termination, the Supplier shall immediately stop all Work hereunder and shall immediately cause any and all of its suppliers and Sub-Contractors to cease work.
- c. Subject to the terms of this Contract, the Supplier 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 Supplier can demonstrate to the satisfaction of the JWC using its standard record keeping system have resulted from the termination, but in no case shall the total amount of payment to the Supplier exceed the agreed Contract price.
- d. The Supplier shall have no claim for damages, compensation, loss of profit or otherwise except as provided in this Article.
- e. The Supplier shall continue the performance of this Contract to the extent not terminated under the provision of this Article.

### **25.2. TERMINATION FOR DEFAULT**

- a. The Contracting Officer may, subject to the provisions of paragraph c. below, by written notice of default to the Supplier, terminate the whole or any part of this Contract in any one of the following circumstances:
  - i. If the Supplier fails to make delivery of the Supplies or to perform the Work within the time specified herein or any extension thereof; or
  - ii. If the Supplier fails to perform or comply with any or all 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 10 (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 the JWC terminates this Contract in whole or in part as provided in paragraph a, of this Article, the JWC may impose penalties in accordance with Article 22 of this General Terms and Conditions. The JWC may also procure Supplies or Work similar to those so terminated and the Supplier shall be liable to the JWC for any excess costs for such similar Supplies or Work. The Supplier shall continue the performance of this Contract to the extent not terminated under the provisions of this Article.
- c. If this Contract is partly terminated as provided in paragraph a. of this Article, the JWC, in addition to any other rights provided in the Article, may require the Supplier to transfer the ownership and deliver to the JWC 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 Supplier has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated; and the Supplier shall, upon direction of the Contracting Officer, protect and preserve property in the possession of the Supplier in which the JWC has an interest. Payment for completed Supplies delivered to and accepted by the JWC shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the JWC and for the protection and preservation of property shall be in an amount agreed upon by the Supplier and the Contracting Officer; failure to agree such amount shall be a dispute concerning a question of fact within the meaning of the Article of this Contract entitled "Dispute". The JWC may withhold in accordance with Norwegian law from amounts otherwise due the Supplier for such completed Supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the JWC against loss.
- d. If, after notice of termination of this Contract under the provisions of this Article, it is determined for any reason that the Supplier was not in default under the provisions of this Article, or that the default was excusable under the provisions of this Article, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to such Article.,
- e. 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.

**25.3. TERMINATION FOR INSOLVENCY, BANKRUPTCY, ETC.; NOTICE**

- a. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, the Contracting Officer may with immediate effect and without prejudice to any other right or remedy available to it, suspend performance or the Supplier's obligations or terminate the Contract with immediate effect, by providing the Supplier with written notice thereof.
- b. Should the Supplier be adjudged bankrupt, or should the Supplier make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Supplier's insolvency, the Contracting Officer may, without prejudice to any other right or remedy available to it, terminate the Contract with immediate effect providing the Supplier with written notice thereof.
- c. The Supplier shall immediately give written notice to the Contracting Officer of the occurrence of any circumstance known or likely to alter materially the Supplier's legal or financial status, including but not limited to actual or pending liquidation, reorganization, change of ownership, insolvency or bankruptcy.

**26. CORRUPTION AND ILLICIT GRATUITIES**

- (1) The Supplier certifies that neither it nor its agents, employees or representatives have offered or given any gratuity whatsoever to any JWC personnel, with a view to securing a Contract or favorable treatment with regard to the award, modification or execution of this Contract.
- (2) The Contracting Officer may, by registered letter, terminate this Contract without notice if it is found, after an investigation instituted by the JWC, that gratuities (in the form of entertainment, gifts or others) were offered or given by the Supplier, its agents, employees or representatives to JWC personnel with respect to the award of this Contract or to the taking of any decision regarding its executions.

**27. INSURANCE**

The Supplier shall be responsible for holding any required insurances under Norwegian Law at own cost.

**28. TAXES AND CUSTOMS CHARGES**

Specifically, under Article 14, paragraph 14-2, sub-item g) (1) of the Supplementary Agreement between the Kingdom of Norway and Headquarters Allied Command Transformation and Supreme

Headquarters Allied Powers Europe, the Supplier, acting on behalf of the JWC, is granted tax exemption on sales under this Contract.

## **29. PURCHASE ORDERS**

- (1) JWC Purchase Order(s), if any, shall form an implemented part of this Contract. All Purchase Orders must be confirmed in writing by the Supplier. Purchase Order confirmations stating the agreed price and delivery date shall be sent to the JWC within 2 (two) days from the Purchase Order.
- (2) All JWC's Purchase Orders contains an eight-digit Purchase Order number and are duly signed by the JWC's Contracting Officer. Purchase Orders which does not contain a Purchase Order Number and/or the Contracting Officer's signature shall be refused by the Supplier and promptly notified to the JWC.

## **30. INVOICES & PAYMENTS**

- (1) In order for the JWC to make timely payment, the Supplier will provide an original invoice, which must be exclusive of VAT and all other taxes (Article VIII of Paris Protocol, dated 28 August 1952, applies).
- (2) Note; the text above is not applicable to Norwegian companies. Norwegian companies must explicitly define VAT in each invoice.
- (3) All invoices must contain:
  - (1) Name and address of the Supplier
  - (2) Invoice Date and Number
  - (3) Description, quantity, unit of measure, unit price of the items delivered
  - (4) All relevant Banking Details including SWIFT- and/or IBAN-code
  - (5) Relevant Purchase Order number and Purchase Order or Contract line item number
  - (6) Name, title and contact details of person to be notified of any matters related to the subject invoice

- (4) Invoices are to be submitted to:

### **MAIL**

**Joint Warfare Centre  
BUDFIN, P&C Section  
PO Box 8080  
N-4068 Stavanger**

### **EMAIL**

**Send your invoice(s) to: [jwcinvoice@jwc.nato.int](mailto:jwcinvoice@jwc.nato.int)  
The invoice needs to be one document, all pages in one file.  
Use pdf. files only**

**Please ensure your invoice includes:**

- 1) Purchase Order (PO) Number**
- 2) PO Amount**
- 3) PO Description**
- 4) Invoice Date**
- 5) Bank Info**

- (5) Standard terms of payment are 30 (thirty) days net upon completion of service and the JWC receipt of invoice. All invoices must be accompanied by supporting documents. Invoice-fees and/or any other administration charges or fees will not be accepted.
- (6) Payment for any Supplies by the JWC shall not be deemed an acceptance thereof.
- (7) Electronic Fund Transfer is the prescribed method of payment for the JWC. All Suppliers to the JWC must complete and submit a Supplier Registration Form which can be found at [www.jwc.nato.int](http://www.jwc.nato.int).

**31. WITHOLDING OF PAYMENT**

Without prejudice to any other right or remedy the JWC may have, the JWC may withhold any payment or part(s) thereof to the Supplier to the extent necessary to protect the JWC from loss under the Contract on account of any breach or default by the Supplier. Any such withholding by the JWC shall not affect the Supplier's obligation to continue performance under this Contract. The JWC shall inform the Supplier in writing of its intent to withhold payment. No interest shall accrue on payments withheld by the JWC in accordance with this Article.

**32. CURRENCY AND EXCHANGE RATES**

- (1) Unless otherwise stipulated in the Contract or required by applicable law, each payment shall:
  - (1) be made in Norwegian Kroner (NOK); or
  - (2) if transferred on a currency other than NOK, be calculated in accordance with the weekly NATO exchange rate then in effect; and
  - (3) be transferred to the bank account belonging to the Supplier which is accepted by the JWC.
- (2) The Supplier shall bear all costs, fees and commissions that its bank imposes on any payment made by bank transfer.

**33. CONFIDENTIALITY**

The Supplier shall keep confidential any information obtained under or in connection with the Contract and shall not divulge the same to any third

party without the prior written consent by the JWC. The provisions of this Article shall continue in force notwithstanding the completion, expiration, cancellation or termination of this Contract.

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

The Supplier recognizes and agrees that the employees shall conduct themselves in a manner suitable for the purpose of the Contract and in accordance with the NATO Code of Conduct as well as with the JWC's Standard of Personnel Conduct. These can be made available upon request.

### **35. CONTRACT ADMINISTRATION AND AMENDMENTS**

- (1) All notices and communications between the Supplier and the JWC shall be written in English and may be personally delivered, emailed to the following address:

JOINT WARFARE CENTRE  
BUDFIN, Purchasing & Contracting Branch  
P.O. Box 8080  
N-4068 Stavanger  
Norway  
e-mail: [pcs@jwc.nato.int](mailto:pcs@jwc.nato.int)

Or, to any address otherwise designated in writing.

- (2) Any official discussion/negotiation between the Supplier and the JWC Representatives shall be recorded in Minutes, which shall be signed by authorised representatives of both the Supplier and the JWC. All minutes are considered to be a summary record of discussions and specific actions to be undertaken by the Parties as a result of meetings.
- (3) No modification, amendment or change to the Contract, or waiver of any of its provisions, or any additional contractual relationship with the Supplier shall be valid unless approved in the form of a written amendment to the Contract, signed by a duly authorized representative of each Party.
- (4) Unless otherwise specified in the Contract, a change to the person(s) acting as a Party's contractual or technical focal point(s) does not require a formal amendment, and may be affected by a means of a written notification.

### **36. PUBLICITY AND PUBLIC RELATIONS**

Unless authorized in writing by the Contracting Officer, the Supplier shall not advertise or otherwise make public for the purpose of commercial advantage the fact that it is a contractor to the JWC, or use the name, emblem, logo, official seal or any abbreviation of the JWC. This obligation



shall survive the completion, expiration, cancellation or termination of the Contract.

### **37. PREFERRED CUSTOMER**

The Supplier warrants that the prices set forth in this contract are as favourable as those extended to any Government, Agency, Supplier, etc. In the event the Supplier offers services to other customers at prices lower than those set forth herein, the Supplier shall so notify the JWC and the prices of such items shall be correspondingly reduced by a modification to this contract.

### **38. LANGUAGE**

The Contract has only been issued in the English language.

### **39. 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.

### **40. FORCE MAJEURE**

Neither of the Parties hereto shall be considered in default in the performance of its obligations to the extent that it proves that such performance has been prevented by a Force Majeure situation; such as, but not limited to, fire, war floods, strikes, etc. The party affected by a Force Majeure shall immediately notify the other party.

### **41. DISPUTES**

- (1) Both parties are under duty of good faith. The contract includes not only the specific terms, but also Norwegian law and customary practice to the type of trade to which the contract relates.
- (2) Any disputes arising out of the performance of this Contract will be settled through amicable settlement between the Contracting Officer and the Supplier.
- (3) Should the Contracting Officer and the Supplier fail to reach an amicable settlement of the dispute; the dispute will be settled in the competent Court of Norway, unless otherwise specified in this Contract.

### **42. APPLICABLE LAW**

This contract shall be governed, interpreted and construed in accordance with the laws of the Kingdom of Norway. When performing at NATO Installations the Supplier and his personnel (including also the Sub-

Contractor's personnel, if any) shall comply with all applicable laws of the host nation and all relevant official NATO and local installation Directives.

#### **43. JURISDICTION**

The Supplier and the JWC accept the city courts of Stavanger, Norway as the legal venue for any disputes that may arise and that cannot be settled by mutual agreement between the Parties.

#### **44. 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. The JWC 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 Supplier in any correspondence or any document unless the JWC specifically agrees to such provision in a written instrument signed by an authorized representative of the JWC.

#### **45. PRIVILEGES AND IMMUNITIES**

Nothing in or relating to the Contract shall be deemed, or interpreted as, a waiver of the privileges and immunities enjoyed by the JWC.

#### **46. MISCELLANEOUS**

By the signing this Contract, the Supplier and all other involved parties that may have an impact on this agreement, have read and understood the contents of the agreement.

It is hereby stated that the Supplier and/or the Supplier's Sub-Contractor(s) and/or the Supplier's personnel are not involved in any other business relationships that may have instant or foreseeable future negative impact on the Contract.

Delivery of Supplies pursuant to the Contract, even if not signed, denotes full and formal acceptance by the Supplier of the Contract and its General Terms and Conditions.

**PART II SECTION B – PER NATURE OF THE CONTRACT**

**CONTRACT NO.: JWC-21-C-XXXX**

**1. SCOPE**

These Special Terms and Conditions address all issues pertaining to the contract and the Non-Personal Services Task Orders rendered by JWC under this Contract, thereby taking precedence over the JWC General Terms and Conditions.

**2. DEFINITIONS**

- a. Work Unit Rate (WU) is the fully burdened rate for an entire work unit (equivalent to a work day) for the functional and capability support zones. This rate is for an 8 hr work unit.
- b. Remote Work Unit (RWU) is the fully burdened rate for an entire work unit (equivalent to a work day) for the functional and capability support zones. This rate is for an 8 hr work unit performed from the contractor's home.
- c. Holding Work Unit (HWU) This is a per diem rate to cover a period equivalent to a work unit rate for which work is not expected to be accomplished. This rate is for food and accommodation costs whilst the contractor is required to remain local to JWC. Local workers are not eligible for this unit.
- d. Extended Work Unit (EWU) This is an additional rate to the work unit rate which extends the working hours from an 8 hour to a 12 hour work unit. Extended Hours Work Units should only be utilized to support exercise events. If extended hours work units are ordered to support an event, task orders must be issued prior to work commencing.
- e. The Contractor Priority List defines the order in which Suppliers are contacted for work in a particular Zone in Support Areas 1 and 2. Multiple Suppliers can be awarded contracts however, the order in which they will be offered work will be based on the Priority List. The List will be decided based on pricing submitted in the initial bid by the Suppliers.
- f. Billable Work Units are work units spent by Contractor Personnel in the immediate performance of this Contract for which the Contractor may bill JWC at the work unit rate set out in this contract.
- g. Commercial Non-Personal Services. As specified in the SOW, the functionality to be provided by Contractor Personnel.

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- h. Contractor Personnel. An individual employed by the Contractor to perform the services required under this Contract for JWC.
- i. JWC Work Days. Mondays through Fridays with the exception of JWC Holidays and JWC Exercise Events, which are specified on the JWC Program of Work. The number of JWC holidays may vary from year to year. JWC Holidays are not paid as no work takes place during these timeframes. Exercise Events take precedence over JWC Holidays. Exercise events that occur over the weekend or on JWC holidays will be worked for the work unit rate.
- j. JWC Working Hours. When performing JWC Work Units, the contractor will, on average, perform an 8 hour work unit between 0730 and 1530. This includes a 30 minute break for lunch.
- k. Products. Any item, document, writing, briefing, database, piece of software, or any other physical or intellectual result of the performance of the commercial non-personal service or the associated interaction with NATO Staff which may be subject to ownership rights.
- l. Task Order Purchase Request (TOPR). Initiated by the requirements owner, the TOPR package contains all details regarding a new task order. This package has specific time lines for both the contractor and JWC to ensure service accomplishment.
- m. Task Order Purchase Request (TOPR) requestor is the JWC staff member authorized to submit a TOPR request.
- n. Candidate is the person the Supplier is supplying to perform the function or capability.

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

This is a Firm-Fixed Price Deliverable, Non-Personal Services, IDIQ Contract which establishes a contractual relationship strictly between the Supplier and JWC. All financial risks and liabilities undertaken by the Supplier for the purpose of the service provision, fall with the Supplier. All employer responsibilities for the Supplier Personnel performing under this Contract shall lie with the Supplier.

#### a. Type of Contract

Firm Fixed Price, Indefinite Delivery Indefinite Quantity (ID/IQ) Non-personal Services Contract. JWC will place orders for individual requirements.

Maximum Ceiling for each contract **100 Mill NOK over 5 years.**

#### b. Contract Base Period.

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The performance of service under the Contract shall be effective upon date of award. (planned) **01 Apr 2022 until 31 Dec 2022** (base period).

### c. Contract Option Periods.

There are four (4) option periods:

- First option period: **from 01 Jan 2023 to 31 Dec 2023;**
- Second option period: **from 01 Jan 2024 to 31 Dec 2024;**
- Third option period: **from 01 Jan 2025 to 31 Dec 2025;**
- Fourth option period: **from 01 Jan 2026 to 31 Dec 2026.**

d. Option periods are considered a part of this contract. Execution of the option periods might be exercised at the sole discretion of the JWC Contracting Officer and shall be confirmed in writing 60 days prior to expiration of the current year of performance. Execution of the option period is contingent upon available funding, satisfactory Supplier performance, and ongoing/ evolving requirements.

## **4. DELIVERY OF SERVICE**

All Commercial Non-Personal Services under this contract will be primarily performed on-site at JWC. Task Orders under this contract will be based on JWC's Program of Work and work units ordered based on pre-established order of priority.

## **5. COORDINATION OF DELIVERY OF SERVICE**

The Contracting Office will contact the Supplier in order of priority according to the Priority List to determine availability. If the Priority Supplier has available support to meet this functional or capability support need, a task order will be made to the agreed timeframe. If the Priority contractor does not have support available within its current approved candidate list, then the Contracting Office will then contact the company with the next level of prioritization until they can find functional or capability support to fill the requirement.

See Annex D to the SOW.

## **6. CONTRACTOR DUE DILIGENCE**

Suppliers who accept JWC issued contracts, shall, at a minimum serve in a designated capacity for no less than 150 work units from

commencement of contract period of performance. TOPRs with performance periods having less than 150 work units 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, JWC reserves the right to cancel the contract in whole or part. Replacement candidates if acceptable to JWC, shall be reviewed by JWC for compliance, and or JWC would expect companies to perform due diligence in getting signed letters of commitment from potential candidates in advance of submitting them as proposed functional and capability support.

## **7. PLACE OF PERFORMANCE/ WORK DAYS**

JWC shall serve as the habitual residence for performance under this contract. The Supplier is expected to perform the majority of the required work in Stavanger, Norway. Occasionally alternate locations (such as SHAPE) may be specified in the Task Order Purchase Request (TOPR).

JWC Work Days. Mondays through Fridays with the exception of JWC Holidays and JWC Exercise Events, which are specified on the JWC Program of Work. The number of JWC holidays may vary from year to year. JWC Holidays are not paid as no work takes place during these timeframes. Exercise Events take precedence over JWC Holidays. Exercise events that occur over the weekend or on JWC holidays shall be performed for the standard work unit rate.

JWC typically has 3-4 weeks of Summer Block leave, and 2 weeks of Winter Block leave. It is not anticipated that work will be expected to be performed during these periods under this contract.

## **8. COORDINATION OF TOPR REQUESTS**

Task Order Purchase Requests (TOPR)s will be coordinated as soon as requirements can be identified and funding has been allocated.

Under no circumstances may JWC staff, the COTR, or any personnel other than the authorized Contracting Officer enter into any binding commitments with a Third Party.

All functional and capability task orders will be reviewed quarterly between the Contracting Officer and the Requirement owners.

## **9. TASK ORDERS AND ORDERING PROCEDURES**

- a. The Contracting Office shall make TOPR requests by email in sequential order of the awarded Priority List.

- b. Each Supplier will be given twenty-one (21) calendar days to offer a candidate from the approved candidate list or offer a new candidate to meet the need for functionality or capability service and acceptance. (See Annex D to the SOW for an illustration of this process)
  - 1. Then JWC has 10 calendar days to review the candidate using the applicable evaluation matrix (if the candidate has not been reviewed already.) Grading Compliant/ Non-Compliant.
  - 2. If the candidate is compliant to the matrix, The contractor has up to 30 calendar days to start an Expert, up to 40 calendar days to start a Senior Expert; as listed on the TOPR request.
  - 3. If JWC is reviewing a candidate and the candidate is non-compliant in the matrix, JWC will then offer the TOPR to the next applicable Supplier according to the Priority List.
- c. Only “approved candidates” are eligible for task order award. A review of each candidate must be completed by JWC prior to approval for the candidate to start work.
- d. If a Supplier is unable to provide compliant candidates more than twice in a Zone (that they have won priority ordering for), they may lose priority ordering for that Zone. This decision will be decided prior to the next Option year, if awarded.
- e. The Task Order locations will normally be Stavanger, Norway unless otherwise indicated on the task order.
- f. Task Order Flight Cost (TOFC).
  - 1. All task orders made in Area 2: Capability Support **will include** the allocated Task Order Flight Cost on the bidder’s proposal sheet.
  - 2. All task orders made in Area 1: Functional Support will **NOT** include a separate Task Order Flight Cost. This cost should be imbedded in the Work Unit pricing for all zones in Area 1.
- g. Quality Assurance
  - 1. Formal Feedback will be given to the Supplier in the event that a Supplier’s employee is unable to perform in the capacity

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requested. In this instance, if the Supplier is unable to correct such deficiencies, then the employee will disqualify themselves from continuing work under this contract and will be removed from the Priority List under that zone.

2. Formal Feedback will not be given for satisfactory performance.

### h. Approval of Candidates

1. Candidates will initially be reviewed during the technical evaluation process prior to award of this contract.

2. Candidates may only be added to the approved list on a necessity basis, if it is in JWC's best interest based on a lack of available approved qualified service providers.

### i. Task Order Cancellation

1. If cancellation of a task order occurs prior to start of the task and is based on JWC's convenience, 25% of the PO value will be paid in the event of this cancellation. This payment covers the administrative costs and flight costs relating to the cancellation of services.

## **10. CONTRACTOR MONTHLY REPORTS**

Contractors are responsible for monitoring billable work units each month for each function and capability ordered for the month.

Contractors shall submit a report each month that shall include all billable work units and also include a short summary of deliverables performed by each functional and capability support ordered for the month.

This monthly report shall be sent to both the Contracting Officer and the designated COTR for the contract no later than 2 work days after the last day of the month.

Contractors will receive a yearly payment specifically for the production of Monthly Reports and participation of quarterly meetings with the Requirements and Contracting Teams.

## **11. COTR MONTHLY REPORTS**

The Contracting Officer's Technical Representative (COTR) is obligated to provide an independent method of validating billable work units to



certify invoices each month.

These monthly reports will be sent to the Contractor and the Contracting Officer no later than 3 working days after the last day of the month in order for the Contractor to include this with their monthly invoice.

## **12. CONTRACTOR TECHNICAL GUIDANCE**

Contractor Personnel shall receive technical guidance from the Contracting Officer's Technical Representative (COTR) while executing this SOW. The COTR can recommend to the Contracting Officer (who has final authority) that the contract/SOW can be amended, extended, or cancelled for evolving requirements, new tasking, and/or technical non-performance. The contractor shall be provided with direction, guidance, access to subject matter experts (SMEs) and support information, as needed through the branch's collaborative production environment.

## **13. EMERGING REQUIREMENTS CAPABILITY**

- a. An emerging requirements capability is included to have a contract vehicle in place should circumstances require a quick and temporary increase in contractor personnel (to meet new requirements within the scope of the existing Statement of Work). All contractors shall be prepared to evaluate requirements and submit a price proposal for any new Functional or Capability Support.
- b. Surge and Additional Capability proposals will be evaluated by the Contracting Officer for fair and reasonable pricing and should be developed based upon the same pricing structure as the original contract proposal. Emerging requirements will be incorporated by formal contract modification.
- c. Requests for pricing do not constitute any commitment by JWC to contract for additional work; contractor will not be reimbursed costs for preparing price proposals for consideration.
- d. JWC emerging requirements should not exceed 20% of the annual contract value or 20% of the cumulative contract value and must be within the scope of the original contract.

## **14. SPECIAL TASKED TRAVEL**

Travel by contractors in support of the JWC mission will only be performed when a member of the approved Peacetime Establishment is unable to perform the mission.

Once a requirement for tasked travel has been established, the JWC Contractor Travel Request form must be filled out and approved prior

to any travel being conducted. The in-house Travel Office will set the Transportation Ceiling cost and at that time the contractor may elect to book their transportation with the in-house travel office or through the Supplier.

When the in-house travel office purchases transport tickets, these costs will not be invoiced by or paid to the Supplier. When transport tickets are purchased through another source only the ceiling cost allocated by the in-house travel agency will be reimbursed to the contractor company.

Per diem is based on the NATO daily subsistence allowance, which covers meals, lodging, incidental expenses. This rate varies by location and will adjust to the current exchange rate. Per Diem Reimbursement will only be made at these rate amounts.

Separate Purchase Orders will be made for each Special Tasked Travel requirement and sent to the Contractor for acceptance prior to commencing travel. This additional purchase order shall be invoiced separately upon completion of the tasked travel.

## **15. REMOTE WORKING**

- a. TOPR requestors will set expectations with the support contractor regarding their reachability during work hours, contact details, managing assigned tasks and workload.
- b. TOPR requestors shall supply an updated list of contacts to the remote support contractor.
- c. The contractor is responsible for maintaining regular contact with their TOPR requestors to work remotely.
- d. Support contractors are required to be reachable during normal working hours and if required, be available to participate in team/service activities. The contractor should be working remotely from their home residence and not elsewhere.
- e. The contractor should never remotely work with documentation classified above NATO Restricted.
- f. The contractor is responsible for maintaining a viable, safe and secure physical space within their home residence for remote work. There will be no reimbursement for any office equipment such as desks and chairs.
- g. All office equipment needed to work from the home office shall be supplied by the Supplier to include a phone number and email address on which they can be reached. Additionally, the Supplier shall

provide computer hardware/software with access to develop and deliver products utilizing the Microsoft Office suite.

## **16. REPRESENTATION OF JWC/NATO**

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

## **17. SUPPLIER RESPONSIBILITY FOR SUPPLIER PERSONNEL**

The Supplier, and in the case being, the sole proprietor, as the employer of the Supplier Personnel providing Functional and Capability Support 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.

## **18. INSTRUCTIONS FOR SAFETY AND MANAGEMENT OF THE JWC**

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

## **19. SECURITY**

a. **Personnel Clearances** - Contractor personnel shall be responsible for obtaining all needed security clearances prior to starting work at JWC. All Contractors shall have a minimum of a SECRET security clearance as issued by NATO nation or the respective national Department of Defence.

No clearance or waiver to this requirement shall be granted and no Contractor Company shall be assigned without having the needed clearance in place. If the Contractor Company cannot assign personnel with the required SECRET clearance on the start date, the company shall be liable for bid non-compliance or immediate task order termination. The Contractor Company must provide advance written proof of the ability to assign fully cleared personnel prior to contract award/start. The Contractor Company is fully responsible for arranging all work visas.

b. **Security Conditions** – Contractors must adhere to current security conditions at JWC and at other work sites. Contractor personnel shall comply with all local host nation and NATO

security policies and procedures. The possible security classification under this contract may range from not classified through NATO Secret.

c. **Building/ Installation Access-** The Contractors are fully responsible for ensuring that they have all needed individual access badges and documents for appropriate access to JWC.

Electronic Devices- All Contractor personnel shall abide by the security restrictions regarding carrying and using electronic devices ( i.e. laptops, cell phones) in JWC and other exercise locations

## **20. COMPONENT REGULATIONS**

### a. Access Regulations

1. JWC will grant access to the relevant facilities to the Supplier, its employees, agents, suppliers or representatives as required for the performance of the contract.
2. The Supplier , in order to get the access, shall comply with JWC regulations and instructions on JWC premises.
3. The Supplier must report and request approval of any new personnel in/at JWC premises to the Contracting Officer for approval.
4. Any temporary passes need to be returned when leaving.
5. The Supplier is fully responsible for ensuring that Supplier personnel have all the needed vehicle passes, individual access badges and documents for appropriate access to the JWC facility.

## **21. WORK SPACE**

JWC will provide working spaces for Contractor Service Personnel.

## **22. OWNERSHIP OF WORK PRODUCTS**

All products created by the Supplier under this contract are to be original and are the property and under copyright of JWC, unless otherwise specifically stated in this contract.

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**PART III - SECTION A – CONTRACT MANAGEMENT DATA**

**IFIB-ACT-JWC-21-64**

**(CONTRACT NO.: ACT-JWC-21-C-0XX)**

Part 1 Effective Date and Duration

Part 2 Remuneration and Prices

Part 3 Points of Contacts

## 2. **EFFECTIVE DATE AND DURATION**

The contract awarded shall be effective upon date of award.

Period of Performance:

Base Year **01-APR-2022 THROUGH 31-DEC-2022**

(Option Year 1) **01-JAN-2023 THROUGH 31-DEC-2023**

(Option Year 2) **01-JAN-2024 THROUGH 31-DEC-2024**

(Option Year 3) **01-JAN-2025 THROUGH 31-DEC-2025**

(Option Year 4) **01-JAN-2026 THROUGH 31-DEC-2026**

## 3. **REMUNERATION AND PRICES**

All prices are firm fixed and shall be in accordance with **Bidding Instruction Bid Form Annex C-1**. All prices are in **NOK** and exclusive of Value Added Tax (VAT).

## 4. **POINTS OF CONTACTS**

The SUPPLIER shall direct all inquiries, notices and communications regarding this Contract to the Contracting Officer, which may be personally delivered, mailed, or copied, to the following address:

Joint Warfare Centre,  
Purchasing & Contracting Branch  
P.O. Box 8080, 4068 Stavanger

The JWC POCs are:

MSgt Julie Hansen, Contracting Officer

Tel: +47 52 87 92 94

E-mail address: [julie.hansen@jwc.nato.int](mailto:julie.hansen@jwc.nato.int)

Mr Kjetil Sand, Head of Contracts

Tel: +47 52 87 92 90

E-mail address: [kjetil.sand@jwc.nato.int](mailto:kjetil.sand@jwc.nato.int)

The SUPPLIER's POC is:

**PART III - SECTION B – STATEMENT OF WORK**

**IFIB-ACT-JWC-21-64**

**360° COLLABORATIVE PRODUCTION ENVIRONMENT  
DEVELOPMENT & DELIVERY SUPPORT CONTRACT**

Part 1 Introduction

Part 2 Background

Part 3 Scope

Part 4 The Functional and Capability Support Services – Annex C

Part 5 360 Collaborative Production Environment Deliverables

Part 6 Collaborative Production Environment – Ways of Working

Annexes

A: Program of Work (Rough estimate as of 2021)

B: Quality Control Measures

C: Functionality and Capability Services

D: TOPR Timeline Chart

## STATEMENT OF WORK

### 360° COLLABORATIVE PRODUCTION ENVIRONMENT DEVELOPMENT & DELIVERY SUPPORT CONTRACT

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#### 1. INTRODUCTION

1.1. The 360-degree Exercise Environment with its embedded exercise-generic settings and exercise-specific scenarios enables the delivery of high value exercises to NATO Command Structure and Force Structure entities and organizations in accordance with direction and guidance received from Allied Command Transformation (ACT) as well as SACEUR's Annual Guidance for Exercises (SAGE) and the Military Training Evaluation Plan (MTEP).

1.2. Overall ambitions and expectations towards the exercise environment are seeing a significant increase with regards to scale, scope and complexity of content and information. NATO's shift to a 360° strategic awareness posture, as reflected in the aforementioned guidance documents, renewed the emphasis on the dynamic and unpredictable nature of future operations with regards to NATO's core tasks of collective defence, crises management, and cooperative security. Training and exercising these core tasks requires JWC to remain current with the human and technical expertise across all domains in the comprehensive approach.

1.3. JWC is seeking to integrate contracted expert service support onto a project-oriented approach in order to respond to the continual increase with regards to scale, scope and complexity of the 360° exercise environment. This will be achieved through a combination of Military/NATO staff and this service's provision of expertise operating in a collaborative production environment.

#### 2. BACKGROUND

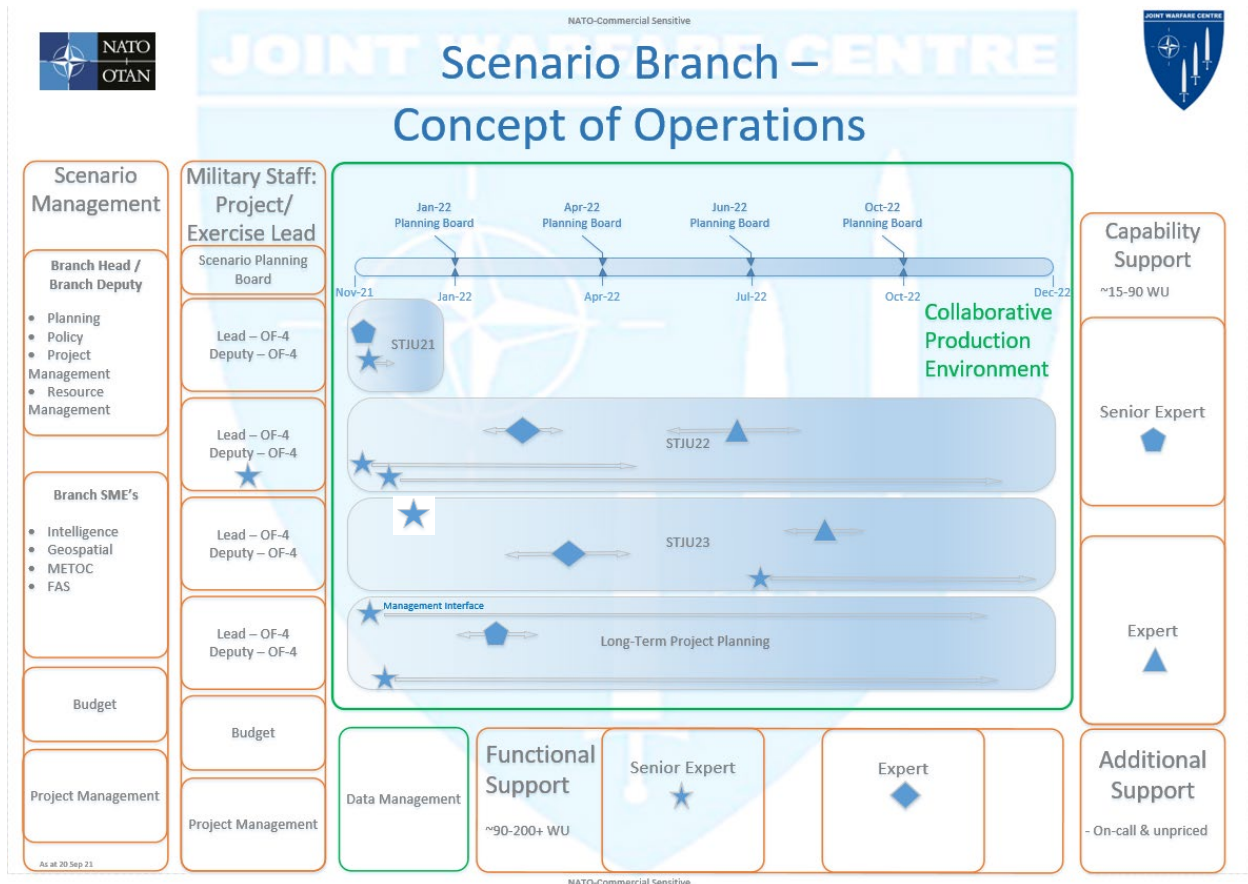
2.1. JWC Scenario Branch is ACT's custodian of the 360° Exercise Environment in support of NATO's Training, Exercise, Education and Evaluation (TREX) Program. In that respect, the Branch's key functions are:

- Development, refinement, delivery of the 360° Exercise Environment, including regional sub-settings, exercise-specific scenario content, knowledge, data information and project management activities;
- Provision of scenario support to execution phases of identified exercises;

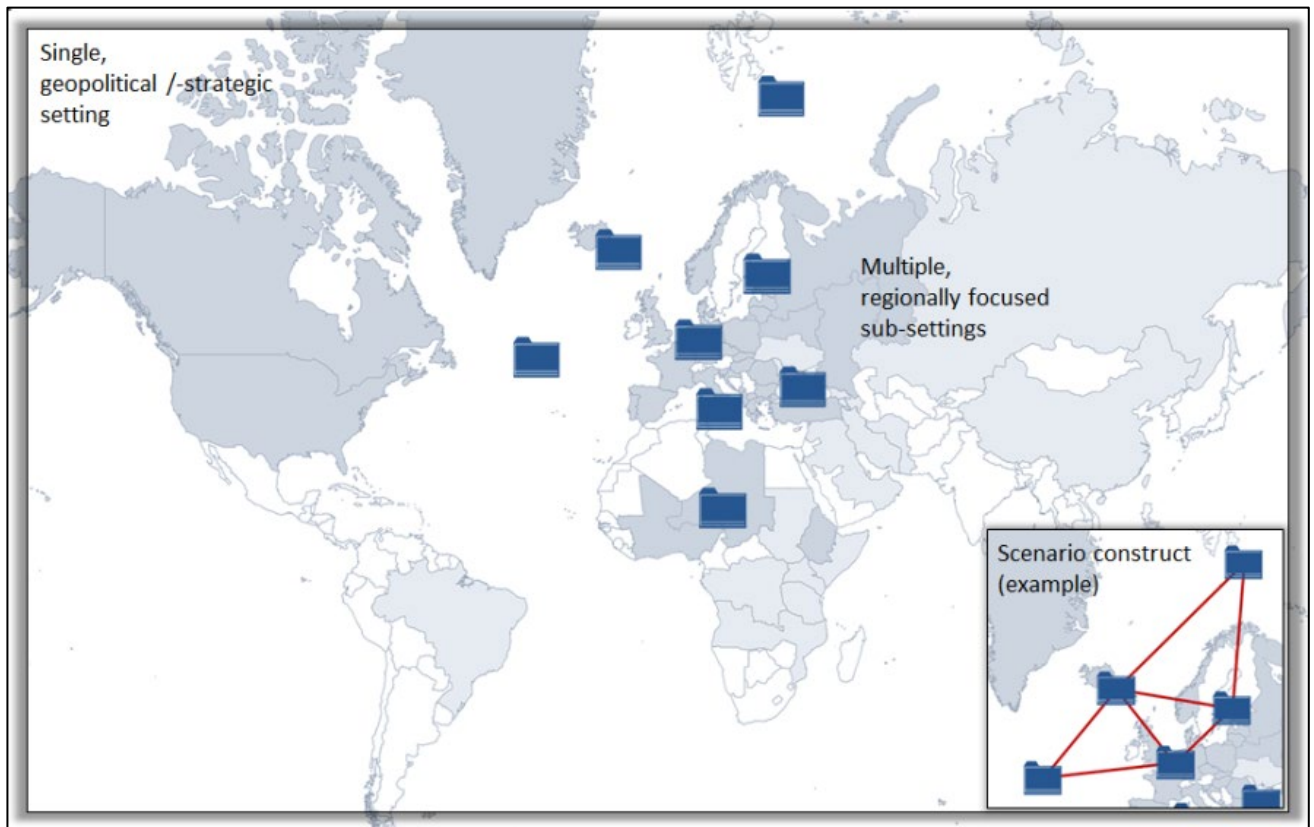
in support of simultaneous exercise processes.

2.2 The Branch is integrated into a matrix organization that combines Functional and Capability Support with a project-oriented approach to collaborative production. The Branch's internal concept of operation is depicted below:





2.3 The 360-degree exercise environment is Scenario Branch's core product based on an architecture that consists of:



- a single, exercise-generic overarching setting, which provides the geopolitical- and - strategic information on all relevant, potential actors;

- multiple, embedded, exercise-generic sub-settings, focusing on regional aspects and conditions;
- multiple, exercise-specific scenarios, combining the aforementioned information through events and circumstances to the relevant crisis and conflict being exercised.

### **3. SCOPE**

3.1. JWC's Program of Work (PoW) is the main reference for the development of the overall direction of exercise development. The Scenario development and delivery plan is derived and executed in accordance with this direction. From this the detailed requirement for the provision of expertise will be ordered. This requirement for Functional and Capability support will be continually reviewed in order to ensure the efficient and effective delivery of Scenario output. This service's provision of expertise will take the form of Functional and Capability support. The nature of JWC's PoW requires the Scenario Branch to be able to support a dynamic and collaborative environment.

3.2. JWC is seeking contracted expert service support in the areas of comprehensive, strategic and operational planning, development of setting- and scenario-related content as well as the corresponding information / data management across all phases of multiple exercise processes. This will be achieved through a combination of Military/NATO staff and this service's provision of expertise operating in a collaborative environment.

### **4. THE FUNCTIONAL & CAPABILITY SUPPORT SERVICES – ANNEX C**

4.1. Scenario Branch will produce project plans for each specific activity, which will contain the products and documentation required for successful delivery. The Functional and Capability Support Services (Annex C to the SOW) will be expected, through the ordering process described in Part II Section B.9, to provide expertise into our matrix organization to enable the development and delivery of the required outputs in a timely manner. These needs are specifically designed to support the Scenario production process and are not a substitute for the JWC Short-Term Operational Contractors (STOC) contract, which is focused on providing Exercise Play Functions.

4.2. This expertise will be split into the following areas:

- Support Area 1 – Functional Support;
- Support Area 2 – Capability Support;
- Support Area 3 – Additional Support.

4.3. Support Area 1 – Functional Support.

4.3.1. Expectation. Functional Support is primarily focused on delivering longer-term (greater than 90 WUs) Functional Support, via priced Work Units (WU), to Scenario production as described in Annex C to the SOW. (~70% of total service)

4.4. Support Area 2 – Capability Support.

4.4.1. Expectation. Capability Support is primarily focused on delivering shorter-term (less than 90 WUs) Capability Support, via priced Work Units (WU), to Scenario production as described in Annex C to the SOW. (~25% of total service)

4.5. Support Area 3 – Additional Capability Support.

4.5.1. Expectation. Additional Capability Support is primarily focused on delivering ad-hoc support, via (post award) competed priced Work Units (WU), to JWC as described in Annex C to the SOW. (~5% of total service)

## **5. 360° COLLABORATIVE PRODUCTION ENVIRONMENT DELIVERABLES**

5.1. The majority of the associated deliverables fall under the wider category of content development and delivery and are derived from NATO's Bi-SC Directive 75-003 (NU), Chapter 4-2.d. in combination with the relevant Exercise Specification(s). In general, they can be described as "synthetic" documentation, information and data, combining real with fictitious elements, intended for use by the respective Training Audience(s) at military-political, military-strategic and/or military-operational levels in accordance with accredited processes and procedures and applicable Command, Control and Communication systems. Key deliverables include products such as "Geostrategic Situation (Summary)", "Theatre of Operations Information", "Strategic Initiation", "Crisis Response Planning Information", "Force Activation and Deployment Information" and "Execution Information" as well as the supplementary subject-matter-expert advice / consultation and the required data / information management.

5.1.1. "Deliverables" in the context of this contract also includes physically tangible objects such as documents, briefings / presentations, databases, maps, etc. In general, they have to be complete, stand-alone, and provide the required depth and scope of information in accordance with applicable direction, guidance and quality standards. Specific to the described scope of work, synthetic products indicated in para 6.1 will have to adhere to the same quality criteria and standards as the respective real product.

Deliverables will be assigned and are due as per the project-specific plan.

5.1.2. "Consultation" is defined as the provision of advice and assistance to JWC (ODE), OSE, and OCE staffs as well as training audiences related to the respective subject-matter-area of expertise, throughout all exercise phases.

5.1.3. "Project management" is referred to as a capability to manage and coordinate the technical aspects of the project's deliverables, to include overall quality assurance measures and risk management. Whilst schedule and reporting aspects will always be defined under the direction of military/NATO staff.

## **6. COLLABORATIVE PRODUCTION ENVIRONMENT – WAYS OF WORKING**

6.1. In addition to the qualifications listed in Annex C, each functionality and capability requires the following:

6.2. Adherence to the NATO Code of Conduct.

<https://www.nato.int/structur/recruit/info-doc/code-of-conduct.pdf>

6.3. Adherence to the JWC One Team Approach.

<http://www.jwc.nato.int/images/stories/threeswords/oneteam.pdf>

6.4. Ability to perform effectively in a fast-paced environment.

6.5. Competencies.

6.5.1. Adaptability/Flexibility – The ability to alter a plan or approach when new information becomes available. This includes the ability to recognize and use more than the one way to reach the objective.

6.5.2. Communication – The clear and accurate sending and receiving of information including verbal, written, and non-verbal feedback. This includes

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providing recognition of the aforementioned types of feedback, and the necessity to elaborate on subjects and clarify accordingly.

6.5.3. Assertiveness – The willingness and readiness to actively participate to state and defend an opinion or position until convinced by facts that other options are better.

6.5.4. Influencing – The ability through action or process of producing effects on the actions, behaviour and/or opinions of others. This includes adapting styles of argumentation and/or wording to others in order to get one's opinion across.

6.5.5. Initiative – The ability to recognize opportunities and act accordingly without being prompted. This includes spotting bottlenecks/problems, also outside one's one scope and adding one's own ideas or solutions for overcoming the identified issues for the betterment of the training audience.

6.5.6. Cooperation – The ability to add toward a common purpose or joint action by acting or working with others and share information in a collaborative format.

6.5.7. Decision Making – The ability to use logical and sound judgement to make decisions and choose an appropriate course of action, based on analysis and processing available information.

6.5.8. Analysis – the ability to dissect situations or information of both major or minor issues and to identify correlating connections and get down to the core of the problem.

6.5.9. Working knowledge of Microsoft Word, Excel and PowerPoint.