



HEADQUARTERS ALLIED JOINT FORCE COMMAND NAPLES
QUARTIER GENERAL DU COMMANDEMENT INTERALLIE DE
FORCES INTERARMEES NAPLES

Via Madonna del Pantano, 80014 Giugliano in Campania, Loc.
Lago Patria, Naples, Italy

Our Ref: JFCNP/J8/P&C/JE/25

Tel: +39 081-721-5273

Date: 24 March 2025

NCN: 433 - 5273

SUBJECT: RFQ-JFCNP-25-04. Request for Quotations for the provision of Exercise Support and Consultancy at JFC Naples, Lago Patria.

REFERENCE: BI-Strategic Command Directive 060-070 dated 30 June 2015.

Dear Madam or Sir,

HQ Allied Joint Force Command Naples has a requirement for the provision of Exercise Support and Consultancy at JFC Naples, Lago Patria.

You are invited to submit a quotation where:

- A. The deadlines are:
 Request for clarification.....04/04/2025 at 11:00 (local time)
 Bid closing date.....21/04/2025 at 11:00 (local time)
 Quote validity.....20/07/2025
 Expected contract starting date.....21/05/2025
- B. The bidding documents are:
 Part I: Bid Instructions
 Part II: General Contractual Provision, as applicable
 Part III: Statement of Work/Technical Specifications
 Part IV: Price Proposal

and the reference, which will be posted on the ACO Procurement Opportunities Website at the link:
<https://shape.nato.int/financeandacquisition/formal-biddings>

Read carefully the instructions as stated in the attached bidding documents. Your attention is drawn to Part I, Bidding Instructions, which specifies the procedures to be followed when submitting your quote. Failure to comply with them may cause your quote to be rejected.

You are advised that JFC Naples reserves the right to cancel this RFQ at any time in its entirety and bears no liability for the proposal preparation costs incurred, if cancellation occurs.

If you will not participate in this tender, please let us know the reason(s).

Sincerely,

[Original signed]

Jason Edwards
 Contracting Officer

Data Protection: Allied Command Operations (ACO) and its sub-entities, including Joint Force Command Naples, comply with ACO Directive 15-26 dated 30 July 2021 and subsequent modifications on Data Protection. All personal data the participant will submit, also through ACO e-bid portal, shall be processed and stored in accordance with such reference and solely in connection with the bidding process and internal and/or external auditing procedures. The participant may, on written request, address any questions of clarifications regarding the processing of personal data to ACO/SHAPE Data Protection Office at aco.dpo@shape.nato.int located in Casteau, Mons (Belgium).



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PART I
BID INSTRUCTION

RFQ-JFCNP-25-04
PROVISION OF EXERCISE SUPPORT AND CONSULTANCY AT JFC NAPLES, LAGO
PATRIA

01. GENERAL

1. The scope of this Request for Quote (RFQ) is to award a firm fixed-price exclusive contract for the PROVISION OF EXERCISE SUPPORT AND CONSULTANCY AT JFC NAPLES, in accordance with the specifications set out in Part III hereto (Statement of Work).
3. All Bidders must carefully read the Contractual Terms and Conditions that will become integral parts of the contract awarded under this RFQ. In the event of conflict between the Contractual Terms and Conditions and the Technical Specifications, the Contractual Terms and Conditions take precedence.
4. Partial bidding is NOT authorised.
5. In accordance with the NATO Bi-SC Procurement Directive, the bid opening is not public.

02. ELIGIBLE

1. Eligible sources are restricted to Commercial entities (1) that originate and are chartered/incorporated within NATO-member nations, (2) that maintain a professionally active facility (office, commercial activity, shop, laboratory, etc.) within NATO-member nations and (3) that have the business resources to support the aforementioned requirements.
2. At the time of bidding, prospective Bidders must be legally authorized to provide these kinds of services in any of the above-mentioned countries and comply with the following minimum requirement:
 - a. Having performed at least five (5) years as a company in similar activities in scope and magnitude to the requirements described in this solicitation.
3. At the time of bidding, Bidders must submit Security Clearance (NOSI for Italian companies) to perform work in NATO Military Installations and incorporated in any of the NATO-member nations or submit a Temporary Security Certificate for the Company (if not currently in possession of Security Clearance). This temporary Security Certificate will allow the company to participate to the Bid.
 - a. The winning contractor must submit the definitive Security Clearance for the Company (NOSI for Italian companies) if they used the temporary Security Certificate to participate to the Bid.
 - b. The winning contractor must submit a proper Security Clearance(s) (NOS for Italian companies) also for the personnel who will fulfil the services in such areas where it is required.
 - c. The level of Security clearance for the personnel is **NATO SECRET**.

NOTE: Non-Italian companies shall provide their National Security Clearances

03. DURATION OF THE CONTRACT

1. The contract awarded through this RFQ comes into effect based upon receiving of a proper Purchase Order signed by a NATO Contracting Officer (CO).
2. The contract will be in force as from the Notice-To-Proceed / Purchase Order date until the final acceptance of material and works. A warranty period is also included in the contract for all failures of works and/or latent defects of materials and goods that are not considered as part of regular "wear and tear" usage.

04. BID CONTENTS

The bid package shall be submitted via email only, consisting of two separate folders (see below):

- **Administrative/Technical Bid**, and the
- **Price Proposal Bid Format**.

Each part shall be structured in detachable sections or files, wherein information is grouped per subject, to obtain separate elements for easy evaluation.

Please label all files exactly with the same description (starting with the alphabetical letter) as shown below.

The Administrative/Technical Bid shall consist of the following:

- a. **Presentation of the company.** Bidders shall submit a company presentation describing the company history and core business and the sectors in which the company is specialized. Summary of work performed that directly relates to the requirement, specifying dates, contract information and names of clients;
- b. **Compliance Statement/Self Declaration** (Enclosure 1);
- c. **Execution / Project Plan and works schedule timeline:** Description of the proposed performance schedule, a work break down structure, testing plan and transition plan if required.

The Price Proposal Bid Format shall consist of the following document:

- a. The Price Bid shall be submitted on the attached Part IV Price Proposal.
- b. **The basic presentation must not change.**
- c. Prices shall be quoted in EURO.

05. BID SUBMISSION

1. The entire bid shall be written in English but the official documentation could remain in NATO-member nation language.
2. The Bid Package shall be forwarded via e-mail not later of the Bid Closing Date and time scheduled to the following appointed personnel:

Name: Jason EDWARDS, OF3, Contracting Officer (CO)
Email address: jason.edwards@jfcnp.nato.int

And to:

Name: Lisa OWENS, OR8, Contract Administrator (CA)
Email address: lisa.owens@jfcnp.nato.int

3. The Bid package shall be submitted and subdivided into two separate zipped folders. described below:

FOLDER n.1 'Admin and Technical':

- a) Administrative Documents.
- b) Technical Proposal, Project Plan and works schedule timeline and data.

FOLDER n.2 'Pricing':

- c) The Price Bid Format must be submitted **only** in the Pricing Section.

NOTE: No pricing information shall be submitted in the 'Technical Section'.

06. BID CLOSING DATE

Bids must be submitted via email not later than **21 April 2025** at **11:00** hours local time (Italy) or the authorized extension thereof. At that date and time the bidding shall be closed.

07. BID VALIDITY

Bids submitted shall remain valid for a period of a ninety (90) calendar days counting from the Bid Closing Date. JFC Naples reserves the right to request an extension of validity if a decision cannot be made within this time. Bidder will be entitled to either grant or deny this extension of validity. JFC Naples will automatically consider a denial as a withdrawal of the bid.

08. BID EVALUATION

1. The evaluation of bids and the determination as to the responsiveness and technical compliance of the services, products and services offered shall be the responsibility of JFC Naples and shall be based on information provided by the Bidders. JFC Naples is not responsible for seeking any information that is not easily identified and available in the bid package.

2. The bid will be awarded to the lowest price/technically compliant Bidder. The following factors will be taken into consideration for the evaluation of the Bidders:

- a. Technical compliancy with bidding, contractual and technical provisions/ specifications/required performance criteria. The technical proposal will be evaluated based upon a best value approach. This criteria applies weight to the various criteria identified in the SOW. Technical Proposal will be defined compliant, and as such considered for the final award, only if it will be scored **more than 60 points**.
- b. Capability of the Bidder to perform and complete the supply/work.
- c. Timeliness of delivery offered.
- d. Price criteria (lowest price tender).

09. AWARD

1. JFC Naples will award the Contract to the Bidder whose conforming bid represents the lowest priced, technically compliant bid to JFC Naples, and demonstrates that the Bidder can fully accomplish all the requirements. **The Contracting Officer will select the lowest overall offer, based upon a higher weighted value of the Bidder's Technical Offer.** Compliant Bid shall be assessed as realistic and reasonable.

2. Below you can find the table that identifies the evaluation criteria, and their relative importance, that will be used to score the Technical Offer.

Bidders whose proposals will be achieving an overall technical score below the minimum achievable threshold (Cut-Off Score) will be assessed "technically non-compliant" and, therefore, will no longer be considered for the subsequent evaluation steps.

EVALUATION CRITERIA	SCORING	
	MIN	MAX
1. References/Feed previous work/contracts	0	15
2. Past performance questionnaires at the Operational Level	0	25
3. Technical criteria: qualifications and experience at the Operational level of Team (Team Leader and SMEs)	0	30
4. Execution Plan / Satisfaction of scope of work	0	20
5. Organisational Plan / Team Structure	0	10
TOTAL POSSIBLE SCORE		100
Cut-Off Score	60	

NB. Assessors can score anywhere between 0 and the maximum points available for each criteria.

10. BIDDERS' CONFERENCE

Reserved.

11. BIDDERS REQUEST FOR CLARIFICATION

1. Prospective Bidders should seek clarification as soon as possible. Any explanation desired by a Bidder regarding the meaning or interpretation of this RFQ, clauses, specifications etc., must be requested in writing via e-mail only to the CO jason.edwards@jfcnp.nato.int and to the CA lisa.owens@jfcnp.nato.int not later than **04 April 2025** at **11:00** hours.

2. Information given to a prospective Bidder will be furnished to all prospective Bidders, as an amendment to this solicitation, only if such information is necessary to Bidders in submitting offers or if the lack of such information would be prejudicial to other Bidders.

No verbal explanations or instructions will be given unless approved by the CO.

(To be completed and enclosed with your bid)

COMPLIANCE STATEMENT

1. It is hereby stated that we have received RFQ-JFCNP-25-01 on (date) and we are going to offer our best rates.

2. Our bid in response to the referred solicitation is fully compliant with the provisions of the RFQ and the intended contract with the following exception(s):

Clause	Description of Deviation
.....
.....

(if necessary, add another page)

SELF DECLARATION

3. It is hereby declared that our Company:

a. is currently registered in the Chamber of Commerce, has no insolvency proceeding and is free of any legal limitations on its rights, that is to say that it is not in receivership, or subject to deed of management or bankrupt;

b. is up to date with the payment of social security contributions (DURC for Italian company) and with the payment of taxes and do not have any pending tax end/or disputes, payments and issues (DURF for Italian company);

c. is fully compliant with health and safety legislation law (Lgs Decree 81/2008 for Italian company);

d. has not having any pending criminal record and/or charges against business owner and/or partners and is not blacklisted by any Government Agency for any fraudulent practices;

e. has no grounds for banning, forfeiting, or suspending the signatory under Antimafia Certification (Lgs. Decree 159/2011, Lgs. Decree 218/2012 for Italian Company).

4. All the above declarations shall be documented with certificates, in case of award.

5. I am well aware of the fact that furnishing of any false information/fabricated documents would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date

Stamp and Signature of Legal Representative

.....

Note: Bidders' response to this solicitation must be based on full compliance with the terms, conditions, and requirements of the RFQ and its future clarifications and/or amendments. The Bidder may offer variations in specific implementation and operational details, provided that the functional and performance requirements are fully satisfied. In case of conflict between the compliance statement and the detailed evidence or explanations/comments furnished, the detailed evidence/comments shall take precedence for the actual determination of compliance. JFC Naples reserves the right to not accept the variations offered by the Bidder and, therefore, disqualify the Bidder from this solicitation.



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PART II
GENERAL CONTRACTUAL PROVISION

RFQ-JFCNP-25-04
PROVISION OF EXERCISE SUPPORT AND CONSULTANCY AT JFC NAPLES, LAGO
PATRIA

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60-70.1 – CONTRACT ADMINISTRATION SECTION

60-70.101 DEFINITIONS

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

1. The term “**Prospective Bidder**” shall refer to the entity that has completed and returned the Enclosure of the transmittal letter of this RFQ, and has indicated thereon its intention, without commitment, to participate in the bidding.
2. The term “**Bidder**” shall refer to the bidding entity that has submitted a bid in response to this RFQ.
3. The term “**Contractor**” shall refer to the entity (firm or person) to whom the contract is awarded and on whose behalf duly authorised person shall execute it.
4. The term “**Contracting Officer**” (CO) shall refer to the person executing and managing this contract on behalf of NATO.
5. The term “**Contract Administrator**” (CA) means and shall refer to an individual appointed by the CO responsible for the Administration of the contract.
6. The term “**Contracting Officer’s Technical Representative**” (COTR) is the person designated in writing by the CO to be his/her authorised representative charged with the overall technical supervision of the contract and with measuring/monitoring Contractor performance.
7. The term “**SOW**” shall refer to the Statement of Work/Technical Specifications.
8. The term “**NATO**” shall refer to the North Atlantic Treaty Organisation.
9. The term “**JFC Naples**” shall refer to the Allied Joint Force Command, Naples, located at Via Madonna del Pantano, Localita’ Lago Patria, Giugliano in Campania, Naples - Italy.
10. The term “**days**” as used in this RFQ shall, unless otherwise stated, be interpreted as meaning calendar days.
11. The term “**Calling Officer**” refers to a person who has been authorized in writing by the CO to issue Delivery Orders.
12. “**Installation Safety Officer**” means the staff member of JFC Naples for the purpose of determining compliance with health protection, hygiene and safety regulations.
13. The term “**Supply Order**” or “**Provision Order**” refers to a request for supply against a previously awarded contract (referred to as IDIQ in the English version).
14. The term “**Open Contract**” refers to a supply contract, up to a set maximum amount, of undefined quantities of goods or services whose unit value is established in the contract.
15. The term “**Potential Contractor**” refers to an entity (individual or company) that has filled in and returned the NOTICE attached to the invitation to bid letter for this “RFQ” and that has notified its intention to participate in it.
16. The term “**CED**” means **Contract Effective Date** refers to the date final award of the contract has been made. This date will typically be consistent with the date of last signature by the contracting parties, or a specific date set forth in the contract.

60-70.102 AUTHORITY

Any modifications, including changes, additions or deletions and instructions under the contract shall not be binding unless issued in writing by the JFC Naples CO or CA. For Calling Officers, and COTRs the authority, and responsibility, is limited to what is stipulated in the relevant clauses of these General Contractual Provisions and only the authority to provide advice and/or direction to the Contractor that does not create an additional financial liability above what has already been contractually established in the contract. The JFC Naples CO is the only one that can financially and contractually obligate NATO.

60-70.103 ORDER OF PRECEDENCE

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

- a. The General Contractual Provisions;
- b. The Bid Instructions;
- c. The Statement of Work;
- d. The Contractor's Bid or Proposal accepted by JFC Naples;
- e. The laws and customary practices of the country where the contract is performed.

60-70.104 APPLICABLE LAW

1. Except as otherwise provided, the contract shall be governed, interpreted and construed in accordance with the laws of Italy.

2. When performing at a JFC Naples installation, the Contractor and its personnel (including also the Sub-contractor's personnel, if any) shall comply with all relevant officials NATO and local installation Directives and any applicable laws of the host nation.

60-70.105 CONTRACT EFFECTIVE DATES (CED)

The effective date of the contract is the date of last signature by the contracting parties, or a specific date set forth in the Contract.

60-70.106 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT

In the event of inconsistency between any terms of the contract and any translation thereof into another language, the English language meaning shall take precedence.

60-70.107 CONTRACT ADMINISTRATION AND COMMUNICATIONS

1. All notices and communications between the Contractor and JFC Naples shall be written in English and addressed to the CO, may be hand delivered, mailed, e-mailed or faxed.

2. Any discussion/negotiation between Contractor and JFC Naples representatives shall be recorded in Minutes by the CO. If there is a change in the contract terms and conditions, a modification will be executed.

60-70.108 SECURITY

1. The Contractor shall comply with all security requirements prescribed by JFC Naples and the National Security Authority or designated security agency of each NATO country in which the contract is performed.

2. The Contractor shall be responsible for the safeguarding of NATO classified information or any other information labelled sensitive, entrusted to it or generated by it in connection with the performance of the contract. It undertakes not to pass on to anyone outside its staff information provided for the performance of the contract, or any information or to use it for any purpose whatsoever. To this effect, all Contractor personnel shall be required to sign a non-disclosure statement.

3. Any known or suspected breaches of security or other matters of security significance shall be reported immediately by the Contractor to the CO.

4. The Contractor shall place the Sub-contractor, if any, under security obligations no less stringent than those applied to its own contract.

5. The Contractor undertakes to provide JFC Naples Security office, through the CO, with a Security Clearance Certificate on all its employees, before they take up their duties, using the form provided by that office.

6. The Contractor accepts to terminate immediately the duties at JFC Naples location of any employee whose presence is deemed undesirable by JFC Naples on the same day that such notification is given by the CO or JFC Naples Security Officer, without JFC Naples being required to state the reason. Furthermore, in no case may JFC Naples be held responsible for the consequences of such a decision.

60-70.109 ACCESS CONTROL

Before commencing work on the JFC Naples installation, the Contractor's personnel must be in possession of an access card, and all his vehicles must display access permits. The request for these documents must be submitted to the CO and the contractor should plan 15 days to obtain these. The access cards and permits remain valid for the period of performance of such service maximum and **any renewal must be requested fifteen (15) days before expiration**. Time lost due to the failure of the Contractor to request in a timely manner access cards and access permits will not entitle him to a claim for lost time or for an extension of the completion date for the performance of the contract.

60-70.110 JFC NAPLES FURNISHED PROPERTY

1. The term "JFC Naples Furnished Property" as used in this clause refers to items of equipment, material or property furnished by JFC Naples to the Contractor which shall be subject to overhaul, repair, test, embodiment or other work as specified in the contract to be performed by the Contractor.

2. JFC Naples shall deliver to the Contractor, for use only in connection with the contract, the property described in the contract (hereinafter referred to as "furnished property"), at the times and locations stated therein. If JFC Naples furnished property suitable for its intended use, is not so delivered to the Contractor, the CO shall, upon timely written request made by the Contractor and if the facts warrant such action, equitably adjust any affected provision of the contract.

3. Title to JFC Naples furnished property shall remain vested, in JFC Naples. The Contractor shall maintain adequate property control records of JFC Naples furnished property in accordance with sound industrial practice.

4. Unless otherwise provided in the contract, the Contractor, upon delivery to him of any JFC Naples furnished property shall assume the risk of, and shall be responsible for, any loss thereof, or damage thereto, except for reasonable wear and tear, and except to the extent that such property is consumed in the performance of the contract.

5. The Contractor, upon completion of the contract, shall prepare for shipment, Deliver Duty Unpaid (DDU), of all JFC Naples furnished property not consumed in the performance of the contract as directed by the CO.

6. The Contractor shall not modify any JFC Naples furnished property unless specifically authorised by the CO or directed by the terms of the contracts.

60-70.111 OPTIONS

1. JFC Naples shall have the unilateral right to exercise any or all of the options, in whole or in part, at the firm fixed, not-to-exceed prices and at the conditions set forth in the contract. Options are exercised in writing by the CO at least ninety (90) working days before the expiration of the contract.

2. The options may be exercised by JFC Naples either as a modification to the initial contract or as a separate contract, incorporating all applicable terms and conditions.

60-70.112 CHANGES

1. Any changes, modifications, additions or deletions and instructions under the contract shall not be binding unless issued in writing as formal amendments by the CO and signed by both Parties in the same manner as the contract;

2. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under the contract, a negotiated adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly.

3. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of the contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

60-70.2 – CONTRACTOR SECTION

60-70.201 CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible for the execution of all terms of the Contract. It may not delegate or transfers its rights or obligations without the prior written permission of the CO.

60-70.202 SUB-CONTRACTS

1. RESERVED

60-70.203 WORKING HOURS

1. The work shall be performed on an “as-needed basis”, usually during weekdays in accordance with the official working hours of JFC Naples as stated in the Part III Statement of Work. The Contractor shall obtain from the CO the list of JFC Naples holidays during the period of performance for the contract.

2. Start times and planning of various stages of the work shall be coordinated with the COTR this schedule shall be adhered to.

3. Exceptionally, the Contractor accepts that JFC Naples may have requirements that require work be performed outside the normal working hours, such as Saturdays and Sundays, as the mission and needs of the requiring activity dictates. There shall be no additional compensation for this work as the contract service can be utilized as needed so long as it is fully coordinated ahead of time as per the SOW.

60-70.204 IMPLEMENTATION SCHEDULE

1. For all works or projects stipulated in the contract or the Call-Order, the Contractor shall submit prior to commencing any works and for approval by the CO, a practicable planning and implementation schedule. The schedule shall show as a minimum the supply phase, the construction phase, and the test and acceptance phase. The construction phase shall show the major construction activities. The date to begin and end the phases and activities must be clearly indicated. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the progress of work at any given time. The contractor shall enter on the chart the actual progress at such intervals as directed by Contracting, and shall immediately deliver to the CO three copies thereof.

2. If the contractor falls behind a previously agreed progress schedule, the contractor shall take such steps as are necessary to improve his progress. Also, the CO may require him to increase the number of shifts, overtime operations, days of work, or the amount of construction plant, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained; all at no additional cost to NATO.

3. Failure of the contractor to comply with the above may result in the termination for default of the relevant works or project by the CO on the grounds that the contractor is not executing the work with such diligence as will ensure completion within the time specified in the contract or the Call Order. The CO may then exercise his right to have the project completed by a third party and the additional cost and damages thereof charged to the Contractor.

60-70.205 CONTRACTOR PERSONNEL

1. The contractor shall provide and pay, as required, qualified personnel as needed for the proper performance of the services required under the contract; he shall strictly comply with all *Host Nation* Labour Laws, tariffs and social security and other regulations applicable to the employment of his personnel.

2. Privileges and Immunities granted to JFC Naples personnel are an exclusive right and as such not transferable to the Contractor and his employees. This includes the right to access and use the facilities managed and/or operated by JFC Naples' Community Services.

3. The Contractor's status shall be that of an independent Contractor and it is expressly understood that neither the Contractor (and its personnel) nor Sub-contractors shall be considered in any respect as being employees, servants or agents of JFC Naples.

4. JFC Naples will not give any directions to the Contractor's personnel for any matter under the Contract other than safety and security instructions.

60-70.206 CONTRACTOR EQUIPMENT

1. The contractor shall furnish, install and maintain his own furniture and equipment without any cost or expense to JFC Naples. Approval from CO is required prior to the installation of any major item of contractor equipment. The equipment, furniture and fixtures provided by the contractor shall not be removed without prior written approval of the CO and, in the event of removal; all costs and expenses thereof shall be borne by the contractor.

2. All property of the Contractor while at JFC Naples's premises shall be at the risk of the Contractor, and JFC Naples shall accept no liability for any loss or damage, except to the extent that any loss or damage is the result of a willful act or gross negligence on the part of JFC Naples's agents, representatives or employees.

60-70.207 CORRUPTION AND ILLICIT GRATUITIES

1. All ACO Purchasing and Contracting personnel observes a "zero tolerance" policy and does not accept any type of gift or any offer of hospitality.

2. The contractor grants that neither he nor his agents or representatives have offered or given any gratuity whatsoever to any NATO personnel, with a view to securing a contract or favourable treatment with regard to the award, modification or execution of the contract.

3. The JFC Naples CO may, by registered letter, terminate the contract without notice if it is found, after an investigation instituted by NATO, that gratuities (in the form of entertainment, gifts or others) were offered or given by the contractor to NATO personnel with respect to the award of the contract or to the taking of any decision regarding its execution.

60-70.208 RELEASE OF NEWS/INFORMATION

1. No news release (including photographs and films, public announcements or denial or confirmation of same or interviews with news media representatives) on any part of the subject matter of the contract or any phase of any programme hereunder shall be made without prior written approval by the CO.

2. Furthermore the Contractor shall, in no other manner whatsoever use the name, emblem or official seal of JFC Naples and/or any NATO Headquarters in connection with its business or otherwise.

60-70.3 – GENERAL INFORMATION SECTION

60-70.301 AUTHORISATION TO PERFORM

The Contractor warrants that it and its Sub-contractors have been duly authorized to provide the required services and do business in the country or countries in which the contract is to be performed. That it and its Sub-contractors have obtained or will obtain all necessary licenses and permits required in connection with the contract. That it and its Sub-contractors will fully comply with all the laws, decrees, labour standards and regulations of such country or countries during the performance of the contract and that no claim for additional monies with respect to any authorisations to perform will be made upon JFC Naples.

60-70.302 PROTECTION AND INDEMNIFICATION

1. The contractor in the performance of the contract shall at all times hold JFC Naples, its agents, representatives and employees harmless from any and all suits, claims, charges and expenses which arise out of acts or omissions of the contractor; his agents, representatives or employees.

2. The Contractor shall indemnify and hold JFC Naples harmless against claims for injury to persons or damages to property of the Contractor, of JFC Naples or other parties arising from the Contractor's possession or use of JFC Naples furnished property, including facilities and utilities.

3. The contractor shall repair at his expense any damage resulting from his work and inflicted to the JFC Naples buildings, equipment, services, utilities, roads and grassed areas, where such work is not included in the scope of work. In the case of buried utilities, this will apply to any utility, which was previously notified to the contractor by the issue of a digging permit. The repair work shall be done according to the CO's specifications. All excavations and damages to other areas that were not a part of the contract work shall be repaired at the contractor's expense.

60-70.303 HEALTH, SAFETY AND ACCIDENT PREVENTION

1. Except as otherwise provided in the contract, it shall be governed, interpreted and construed in accordance with the laws of the Local HQs Host Nation (contracts)/Italian law. The Contractor as well as

the Contractor's (or Sub-Contractor's) personnel shall comply with generally accepted European standards for health, safety at work and with similar laws and regulations at all JFC Naples sites where work under the contract is performed or will be performed.

2. If the CO notifies the Contractor in writing of any non-compliance in the performance of the contract, with regard to health, safety and accident prevention laws and regulations and the Contractor fails to take immediate corrective action, then the JFC Naples CO or the ACO may order the Contractor to stop all or part of the work until satisfactory corrective action has been taken. Such an order to stop work shall not entitle the Contractor to an adjustment of the contract price or other reimbursement for resulting increased costs or losses.

3. At any time, JFC Naples Safety Officer and Host Nation labour inspection authorities will be entitled to inspect any Contractor's activities in order to guarantee that this clause is enforced.

60-70.304 SAFETY, TESTS AND INSPECTIONS

It is the Contractor's responsibility to obtain, at no additional cost to JFC Naples, the required official certificates for all parts, equipment and installations (such as tanks, generators, transformers, gas lines, etc.). The certificates, together with the validated test reports, shall be available and submitted to the CO prior to the start of the acceptance testing by JFC Naples. In case of a disagreement between the CO and the contractor concerning the conformity of materials and equipment, tests may be called for by JFC Naples, whereby in the event of failure of the item under test, all costs associated with the tests costs shall be at the contractor's expense. All new electrical and mechanical installations or modifications must be inspected and accepted by a certified inspection agency when required by Host Nation or International regulations.

60-70.305 INSURANCE

1. At all times during the performance, the Contractor agrees to procure and maintain, without any cost to JFC Naples, any workmen's compensation, employees' liability or other type of insurance required by the host nation's laws.

2. The Contractor agrees to procure and maintain, without any cost to JFC Naples, a suitable civil liability insurance to cover damage that could be caused to JFC Naples property and/or individuals. This insurance will be submitted to the CO for verification of adequacy upon request.

60-70.306 MAINTENANCE OF JFC NAPLES PREMISES

1. If JFC Naples premises are put at disposal of the Contractor, he shall maintain these premises safe, secure and clean. He shall also assume all expenses of repair caused by his negligence, that of his employees, or any other deed for which he may be held responsible. The contractor shall not make any alterations to the premises without prior written approval of CO.

2. The premises shall be available for inspection at any time by JFC Naples.

3. Failure by the contractor to fulfil any of the provisions in the above paragraphs, after appropriate written notice by the CO, shall give JFC Naples the right to cause these provisions to be fulfilled to JFC Naples's requirements and to pass the full costs of such fulfilment to the contractor for immediate reimbursement to JFC Naples without regard to any actions the contractor may plan to take to obtain reimbursement from any other party or parties.

60-70.4 – FINANCIAL SECTION

60-70.401 PREFERRED CUSTOMER

1. The Contractor warrants that the prices set forth in the contract are as favourable as those extended to any Government, Agency, Company, Organisation or individual purchasing like quantities covered by the contract under similar conditions. In the event that prior to complete delivery under the contract the Contractor offers any of such items in substantially similar quantities to any customer at prices lower than those set forth herein, the Contractor shall so notify JFC Naples and the prices of such items shall be correspondingly reduced by a supplement to the contract.

2. Prices in this sense means "Base Price" prior to applying any bonuses, export tax reduction, turnover tax exemptions and other reductions based on National Policies.

60-70.402 PRICES, TAXES AND CUSTOMS CHARGES

1. Unless otherwise indicated in the contract, all prices are firm and fixed, except for taxes and custom charges, if due.
2. JFC Naples by virtue of its status is exempt from all taxes and all customs charges on merchandise and services. The Contractor, therefore, certifies that the prices stipulated in the contract do not include amounts to cover such taxes or customs charges.

60-70.403 INVOICES

1. An original Invoice shall be submitted and shall contain: contract number, item number, bank details (IBAN & BIC Codes), contract description of supplies or services, sizes, quantities, unit prices (exclusive of taxes or duties for which relief is available) and extended totals.

The electronic invoice shall be submitted to:

finance-accounting@jfcnp.nato.postecert.it and a courtesy copy shall be submitted to: JFCNPJ8AP@jfcnp.nato.int

2. Invoice shall be addressed to the JFC Naples CO unless otherwise specified on the contract/purchase order. If the original invoice is missing, copies of the invoice must contain the following statement before it can be proceed for payment:

- a. *"I certify that the above invoice is true and correct and that payment has not been received".*
- b. The certificate must then be followed by the signature of a duly authorized company official.

60-70.404 PAYMENTS

1. Payment for all supplies and services shall be made within **thirty (30) calendar days** after receipt of properly supported and acceptable invoices submitted upon completion of delivery or of the works, inspection and acceptance.
2. No payment shall be made with respect to undelivered supplies, work not performed and/or services not rendered under the contract.
3. Payment will be effected in the currency or currencies of the contract.
4. JFC Naples shall not bear any cost related to financial guarantees, which the Contractor is required to provide under the contract.

60-70.405 ADVANCE PAYMENTS

No advance payments shall be authorised except as otherwise provided in the contract. The JFC Naples CO may authorize advance payments on a case-by-case (by project) basis not to exceed ten (10%) percent of the total project cost on the condition that the contractor establishes an equivalent Bank Guarantee in favour of JFC Naples.

60-70.406 BANK GUARANTEE

1. The Contractor shall furnish a Bank Guarantee in the form of a firm commitment, e.g., irrevocable letter of credit, or such other financial instrument issued by a Host Nation banking institution governed by Host Nation legislation and acceptable to the CO.
2. Limited or automatically terminated bank guarantees are not acceptable.
3. The Bank Guarantee will represent 10% of the contractual amount or of the estimated contractual amount.
4. The Bank Guarantee must be delivered to the CO within one month of award of the contract.

60-70.5 – RECEIVING SECTION

60-70.501 INSPECTION

1. Unless otherwise specifically provided for or approved by JFC Naples in the specifications, all equipment, materials and articles incorporated in the work covered by the contract are to be new and of the most suitable grade of their respective kinds for the purposes intended.
2. All supplies (which terms throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by JFC

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

3. In case any supplies are defective in material or workmanship or otherwise not in conformity with the requirements of the contract, JFC Naples shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction or to accept them against reduction in price, which is equitable under the circumstances.

4. If any inspection or test is made by JFC Naples on the premises of the Contractor, the Contractor without additional charge shall provide all reasonable facilities and assistance to JFC Naples inspectors in the performance of their duties.

5. If JFC Naples inspection or test is made at a point other than the premises of the Contractor, it shall be at the expense of JFC Naples except as otherwise provided in the contract. In case of rejection JFC Naples shall not be liable for any reduction in value of samples used in connection with such inspection or test.

6. JFC Naples reserves the right to charge to the Contractor any additional cost of JFC Naples inspection and test when supplies are not ready at the time such inspection, when test is requested by Contractor or when further inspection or retest is necessitated by prior rejection.

7. Failure to inspect supplies shall neither relieve the Contractor from responsibility for such supplies, as are not in accordance with the contract requirements nor impose liability on JFC Naples therefore.

8. The inspection and test by JFC Naples of any supplies does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in the contract, acceptance shall be conclusive except as regards latent defects, hidden deficiencies, fraud, or such gross mistakes as amount to fraud.

60-70.502 MARKING AND LABELLING

A label showing the JFC Naples contract number and the name of the Contractor shall be affixed in a visible place to each major item of equipment and independent component. The label shall resist rubbing and minor abrasion.

60-70.503 NOTICE OF SHIPMENT

RESERVED

60-70.504 TITLE TO PROPERTY AND RISK OF LOSS

1. Unless the contract specifically provides for earlier passage of title, title to property of the supplies covered by the contract shall pass to JFC Naples upon formal acceptance, regardless of when or where JFC Naples takes physical possession.

2. Unless the contract specifically provides otherwise, risk of loss or damage to supplies/equipment/furniture, covered by the contract, shall remain with the Contractor until, and shall pass to JFC Naples upon:

- a. Delivery of the supplies/equipment/furniture to a carrier, if transportation is Ex Works (EXW);
- b. Acceptance by JFC Naples or movement of the supplies/equipment/furniture to JFC Naples at the destination specified in the contract, whichever is later, if transportation is Delivered Duty Unpaid (DDU).

3. Notwithstanding (1) above, risk of loss or damage to items, which so fail to conform to the contract as to give a right of rejection shall remain with the Contractor until cure or acceptance, at which time (1) above shall apply.

4. Notwithstanding (2) above, the Contractor shall not be liable for loss or damage to items caused by the negligence of officers, agents or employees of JFC Naples acting within the scope of their employment.

60-70.505 ACCEPTANCE

1. Acceptance or rejection of the services shall be made as promptly as practicable after task completion, except as otherwise provided in the contract.
2. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or otherwise stated in the contract. It is the action by which JFC Naples acknowledges that the Contractor has fully demonstrated that the tasks are complete.
3. Acceptance will be accomplished when the following requirements are met:
 - a. Availability at final destination of all deliverables;
 - b. Successful completion of tasks;
 - c. Verification of the inventory;
 - d. Satisfactory completion of all training or other services, if any, required by that date;
 - e. Agreement between the CO and the Contractor on a discrepancy list (if necessary) and corresponding clearance dates.

60-70.506 WARRANTY

1. Notwithstanding inspection and acceptance by JFC Naples of supplies furnished under the contract or any provision of the contract concerning the conclusiveness thereof, the Contractor warrants that for a period of **twenty-four (24) months** or whichever longer period provided by the manufacturer or relevant Host Nation law following the date of acceptance:
 - a. All supplies furnished under the contract will be free from defects in material or workmanship and will conform with the specifications and all other requirements of the contract; and
 - b. The preservation, packaging, packing and marking and the preparation for and method of shipment of such supplies will conform to the requirements of the contract.
2. The CO shall give written notice to the Contractor of any breach of the warranties in paragraph a. of this clause within **thirty (30) days** after discovery of any defect.
3. Within a reasonable time after such notice, the CO may either:
 - a. By written notice require the prompt correction or replacement of any supplies or part thereof (including preservation, packaging, packing and marking) that do not conform with requirements of the contract within the meaning of paragraph a. of this clause; or
 - b. Retain such supplies, whereupon the contract price thereof shall be reduced by an amount equitable under the circumstances and the Contractor shall promptly make appropriate payment.
4. When return, correction or replacement is required, the CO shall return the supplies and transportation charges and responsibility for such supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for such transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the designated destination point under the contract and the Contractor's plant and return.
5. If the Contractor does not agree as to his responsibility to correct or replace the supplies delivered, he shall nevertheless proceed in accordance with the written request issued by the CO under paragraph 3 above to correct or replace the defective or nonconforming supplies. In the event it is later determined that such supplies were not defective or nonconforming within the provisions of this clause, the contract price will be equitably adjusted. Failure to agree to such an equitable adjustment of price shall be a dispute concerning a question of fact within the meaning of the clause of the contract entitled "Dispute".
6. Any supplies or parts thereof furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as supplies initially delivered. Corrected parts will be warranted for a period not less than **six (6) months** starting at the time the part is received back at the user's location.
7. In case of a provisional acceptance the warranty period starts at the date of provisional acceptance and ends **twenty-four (24) months** after the date of final acceptance.
8. Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of the contract.

9. The rights and remedies of JFC Naples provided in this clause are in addition to and do not limit any rights afforded to JFC Naples by any other clause of the contract.

60-70.507 SERVICE AND PARTS AVAILABILITY

Unless as specified otherwise in the Technical Specifications, the Contractor 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 minimum of **five (5) years** from Contract Effective Date.

60-70.508 VARIATION IN QUANTITY

No variation in the quantity of any item called for by the contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packaging, or allowances in manufacturing processes and then only to the extent, if any, specified elsewhere in contract.

60-70.6 – PERFORMANCE SECTION

60-70.601 DISPUTES

1. All disputes arising out of the performance of the contract will be settled through amicable settlement between the CO and the Contractor.

2. Should the CO and the Contractor fail to come to an amiable settlement of the dispute, the dispute will be settled in the competent Court of the Host Nation, arbitration councils included, unless otherwise specified in the contract. In case of using the judicial avenue, the Contractor shall waive the coverage of those courts corresponding to its fiscal residence in order to rise before the competent Host Nation court.

60-70.602 JFC NAPLES DELAY OF WORK

1. If the performance of all or any part of the work is delayed or interrupted by an act of the CO in the administration of the contract, which act is not expressly or implicitly authorized by the contract, or by his failure to act within the time specified in the contract (or within a reasonable time if no time is specified), an adjustment shall be made for any increase in the cost of performance of the contract caused by such delay or interruption and the contract modified in writing accordingly. Adjustment shall be made also in the delivery or performance dates and any other contractual provision affected by such delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption

- a. to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or
- b. for which an adjustment is provided or excluded under any other provision of the contract.

2. No claim under this clause shall be allowed

- a. for any costs incurred more **than twenty (20) days** before the Contractor shall have notified the CO in writing of the act or failure to act; and
- b. unless the claim in an amount stated, is asserted in writing as soon as practicable after the termination of such delay or interruption, but not later than the date of final payment under the contract.

3. No claim under this clause shall be allowed for any delay resulting from the restriction of access to JFC Naples facilities as a consequence of the conduct of security or safety exercises provided that such restrictive measures do not exceed five (5) work days over a year period, and that the access restrictions are notified by the CO, in writing, to the Contractor at least seven (7) days prior to their implementation.

60-70.603 LIQUIDATED DAMAGES

In lieu of actual damage the Contractor shall pay to JFC Naples as fixed, agreed, and liquidated damages for each calendar day of delay, 0.1% of the total contract price, less handling, transportation and taxes, to a maximum of 10% of the contract price. Alternatively, JFC Naples may terminate the contract in whole or in part as provided in Paragraph 1. of the Termination for Default Clause (60-70.605) and in that event the Contractor shall be liable, in addition to the excess costs provided in Paragraph 2 of the Termination for Default Clause, for such liquidated damages accruing until such time as JFC Naples may reasonably obtain delivery or performance of similar supplies or services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor, as defined in Paragraph 3. of the Termination for Default Clause and in such

event, subject to the Disputes clause, the CO shall ascertain the facts and extent of the delay and shall extend the time for performance of the contract when in his judgement the findings of fact justify an extension.

60-70.604 TERMINATION FOR CONVENIENCE

1. The performance of work under the contract may be terminated by JFC Naples in accordance with this clause in whole, or in part, whenever the CO shall determine that such termination is in the best interest of JFC Naples. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

2. After receipt of a Notice of Termination and except as otherwise directed by the CO, the Contractor shall:

- a. Stop work under the contract on the date and to the extent specified in the Notice of Termination;
- b. Place no further orders or sub-contracts for material, services or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;
- c. Terminate all orders and sub-contracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
- d. Settle all liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the CO, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title and deliver to JFC Naples in the manner, at the times, and to the extent, if any, directed by the CO:
 - (1) The fabricated parts, work in process, completed work, and
 - (2) The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to JFC Naples;
- f. Complete the performance or complete the part of the performance that at the time the Notice of Termination is received still needs to be completed.

3. After receipt of a Notice of Termination, the Contractor shall submit to the CO his termination claim, in the form and with certification prescribed by the CO. Such claim shall be submitted promptly but in no event later than ninety (90) days from the effective date of termination. Upon failure of the Contractor to submit his termination claim within the time allowed, the CO may determine, on the basis of information available to him, the amount, if any due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

4. Subject to the provisions of Paragraph 2c., the Contractor and the CO may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided that such agreed amount or amounts exclusive of settlement costs shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

5. In the event of the failure of the Contractor and the CO to agree as provided in Paragraph 2d upon the whole amount to be paid to Contractor by reason of the termination of work pursuant to this clause, the CO shall pay to the Contractor the amounts determined by the CO.

6. Unless otherwise provided for in the contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under the contract, shall preserve and make available to JFC Naples at all reasonable times at the office of the Contractor but without direct charge to JFC Naples, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under the contract and relating to the work terminated hereunder, or to the extent approved by the CO, photographs, micro-photographs, or other authenticated reproductions thereof.

60-70.605 TERMINATION FOR DEFAULT

1. JFC Naples may by written notice of default to the Contractor, terminate the whole or any part of the contract if any one of the following circumstances:
 - a. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
 - b. If the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten days (or such longer period as the CO may authorise in writing) after receipt of notice from the CO specifying such failure.
2. In the event JFC Naples terminates the contract in whole or in part as provided in Paragraph 1 of this clause, JFC Naples may procure supplies or services similar to those so terminated and the Contractor shall be liable to JFC Naples for any excess costs for such similar supplies or services. The Contractor shall continue the performance of the contract to the extent not terminated under the provisions of this clause.
3. The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or gross negligence of the contractor.
4. If the contract is terminated as provided in Paragraph 1. of this clause, JFC Naples, in addition to any other rights provided in the clause, may require the Contractor to transfer title and deliver to JFC Naples in the manner and to the extent directed by the CO:
 - a. Any completed supplies and
 - b. Such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of the contract as has been terminated; and the Contractor shall, upon direction of the CO, protect and preserve property in the possession of the Contractor in which JFC Naples has an interest. Payment for completed supplies delivered to and accepted by JFC Naples shall be at the contract price. Payment for manufacturing materials delivered to and accepted by JFC Naples and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and CO; failure to agree such amount shall be a dispute concerning a question of fact within the meaning of the clause of the contract entitled "Disputes". JFC Naples may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the CO determines to be necessary to protect JFC Naples against loss because of outstanding liens or claims of former lien holders.
5. If, after notice of termination of the contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of JFC Naples, be the same as if the notice of termination had been issued pursuant to such clause. If, after such notice of termination of the contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if the contract does not contain a clause providing for termination for convenience of JFC Naples the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of the contract entitled "Disputes".
6. 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.

60-70.606 SPECIAL TERMINATION CLAUSE

1. If at any time while the contract is in force either party finds itself in one of the following situations:
 - a. Death, supervened incapacity or extinction of its legal entity;
 - b. Declaration of bankruptcy, reorganisation of debts, take over by a trustee, or any other legal status implying lack of capacity to enter new financial liabilities;

- c. Change of activity in such a manner that it becomes incompatible with the purpose of the contract.

2. Then the other party shall be entitled to terminate the contract upon giving written notice of termination under the provisions of this clause to the other party. Such termination shall not be considered as termination for convenience and shall be effective on the date stated on the notice of termination.

60-70.607 CONTRACTOR NOTICE OF DELAY

In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract delivery schedule or date, he shall immediately notify the CO 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 JFC Naples of any delivery schedule or date, or of any rights or remedies provided by law or under the contract.

60-70.608 STOP WORK ORDER

1. The CO may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by the contract for a period of ninety (90) days after the order is delivered to the Contractor and for any further period to which the parties may agree. Any such order shall be specifically identified as Stop Work Order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop work order is delivered to the Contractor, or within any extension of the period to which the parties shall have agreed, the CO shall either:

- a. Cancel the stop work order, or
- b. Terminate the work covered by such order as provided in the "Termination for Convenience" clause of the contract.

2. If a stop work order issued under this clause is cancelled, or the period of the order or any extension thereof expires, the Contractor shall resume work. An equitable adjustment shall be made in the delivery schedule or contract price, or both, and the contract shall be modified in writing accordingly, if:

- a. The stop work order results in an increase in time required for, or in the Contractor's cost properly allowable to, the performance of any part of the contract and
- b. The Contractor asserts a claim for such adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the CO decides the facts justify such action, he may receive and act upon any such claim asserted at any time prior to final payment under the contract.

3. If a stop work order is not cancelled and the work covered by such order is terminated for the convenience of JFC Naples the reasonable costs resulting from the stop work order shall be allowed in arriving at the termination settlement.

60-70.7 – COPYRIGHT SECTION

60-70.701 SOFTWARE RELEASES AND UPDATES

RESERVED

60-70.702 RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE

RESERVED

60-70.703 TECHNICAL BROCHURES AND MAINTENANCE PLANNING

The contractor shall provide 2 sets, (1 in English and 1 in the Host Nation Language) of the technical specifications and maintenance programmes (compatible with JFC Naples Planned Preventive Maintenance) for any installed equipment. These documents shall be submitted with the as-built drawings, or to a previously agreed schedule.

60-70.704 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

RESERVED

60-70.705 PATENT INDEMNITY
RESERVED

60-70.8 – CONSTRUCTION SECTION

60-70.801 PERFORMANCE BONDS
RESERVED

60-70.802 COMMENCEMENT, EXECUTION AND COMPLETION OF WORK

1. Unless the dates and the implementation schedule for the execution of the contract are set in the contract, the contractor will commence work within thirty (30) work days after the date of his acceptance of the contract or after receipt of the Notice to Proceed. The contractor will complete the entire work, ready for acceptance and use, within forty-five calendar days.
2. The time for completion of the work shall include final clean-up of the site.
3. The contractor shall report in writing to the CO any weather inclemency which may preclude the continuation of work in accordance with the Host Nation requirements. The final date of the works completion shall be corrected in accordance with the provisions of that document.

60-70.803 ON-SITE UTILITIES

1. Electricity shall be supplied by JFC Naples for the duration of the work. The Contractor shall supply electric power cables and temporary distribution boards to the work areas at own expense. All connections to electrical distribution boards shall be made by JFC Naples after a ten (10) work days' notice. There will be no charge to the Contractor for this connection service. If the distribution board has insufficient capacity (physical size or current), the Contractor shall propose a temporary board, to be supplied, fitted and removed upon completion of the work by the Contractor.
2. If an interruption of utilities is necessary, for any reason, the Contractor shall request written approval at least ten (10) work days prior to the desired interruption. The time and duration of an interruption shall be coordinated with the CO or his designated representative.

60-70.804 STORAGE

The storage of the Contractor's tools, equipment and material shall be the Contractor's responsibility and shall be confined to a designated area. Access to this area is possible only during working days and normal working hours, unless coordinated with the CO. The Contractor has sole responsibility for the security of his stored equipment and supplies.

60-70.805 SITE PROTECTION

1. When work and atmospheric conditions are a source of danger, the Contractor shall supply and take all necessary measures: barriers, night lighting and warning signs for personnel safety and the protection of NATO property. Temporary structures, such as ladders or scaffolding, which present a security hazard to the premises or a safety hazard to persons, shall be removed at the end of working hours.
2. When required extinguishers or fire blankets shall be provide by the Contractor and placed in a convenient work area.
3. During the work, the site shall be kept clean and tidy. After completion of the work, the site shall be thoroughly cleaned by the Contractor and free from all debris. Debris shall be removed from the area at no additional cost.
4. The Contractor shall repair at their expense any damage caused by their work to buildings, equipment, services, utilities, roads, grassed and other areas.

60-70.806 WORKS AND VARIATIONS

1. No excavation, penetration, drilling, etc. will be started by the Contractor without a formal permit from the CO.
2. For all works the Contractor shall, prior to performing any excavation, penetration, drilling, etc., request and obtain from the CO the location of any known existing buried utilities, such as cables, piping, or communication lines. Additionally, prior to any such work, a metal, cable or water-detecting device shall be used to confirm the route of the buried services.

3. Hand excavation methods will be used in the vicinity of known existing services to ensure protection and care of the existing utility lines. Any unknown cable, pipe or fittings exposed by the contractor during excavation work shall be brought to the CO's attention and if directed by the CO registered in the as built drawings.

4. At any time, the contractor is to point out to the CO any omissions or inaccuracies he encounters before or during the execution of the works. If the contractor wishes to offer an alternative solution to any problem, he may submit any additions, subtractions or alternative solutions to the CO. A contract modification or a supplementary call order may then be issued to cover any amendments as applicable.

60-70.807 NATO PROVIDED DRAWINGS

RESERVED

60-70.808 AS-BUILT DRAWINGS

AS Built/as installed drawings are to be provided upon completion of the work(s).



HEADQUARTERS ALLIED JOINT FORCE COMMAND NAPLES

**QUARTIER GENERAL DU COMMANDEMENT INTERALLIE DE
FORCES INTERARMEES NAPLES**

**Via Madonna del Pantano, 80014 Giugliano in Campania, Loc.
Lago Patria, Naples, Italy**

PART III
STATEMENT OF WORK

RFQ-JFCNP-25-04
**PROVISION OF EXERCISE SUPPORT AND CONSULTANCY AT JFC NAPLES,
LAGO PATRIA**

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1. Background

- a. This statement of work outlines the requirements for Exercise Support and Consultancy Services in support of Headquarters Joint Force Command Naples (HQJFCNP) based in Lago Patria, Naples, Italy.
- b. The J7 assigned Officer Primary Responsible (OPR) is the primary interface for the requirements detailed in the paragraphs below.

2. Scope of Work

a. Introduction.

- (1) Contractor support is required for the development and execution of JFCNP's Block A – Academics and Block B – Battle Staff Training (BST) in preparation for the planned exercise STEADFAST DUEL 2025 (STDU25).
- (2) STDU25 is a SHAPE scheduled operational and tactical level Command Post Exercise (CPX)/Computer Assisted Exercise (CAX) that trains NATO Command Structure (NCS) and NATO Force Structure (NFS) elements in activating and executing part of the Deterrence and Defence of the Euro-Atlantic Area (DDA) Family of Plans (FoP) within multi-domain operations against a peer-adversary (main effort) and Terror Groups (TGs) contesting NATO AoR-wide and out of SACEUR's AoR.
- (3) STDU25 is NATO's first operational level exercise that will train the execution of three simultaneous Regional Plans (RPs) in crisis, including Out-of-Area Crisis Prevention Management, with all DDA and NATO Force Model (NFM) aspects.
- (4) STDU25 is the first exercise in the STEADFAST series that will use a 24/7 feature for all Training Audiences (TAs). TAs will exercise day and night, adjusting their battle rhythms accordingly to achieve Training Objectives (TOs) that will challenge them in a realistic timeframe. This will test the NFS and NCS capabilities and implement "train as you fight".
- (5) Whilst JFCBS is the STDU25 Primary Training Audience (PTA), it will be fully supported by JFCNP as a Secondary Training Audience (STA) in achieving STDU25 aims and objectives. Additionally, the exercise provides the venue for Theatre and Tactical Components to practice operations and procedures as STAs or Robust Response Cells (R-RCs), in a realistic training environment and in close coordination with Nations.
- (6) The aim of the STDU25 Block A and Block B periods for JFCNP is to ensure that prior to the start of the STDU25 CPX/CAX execution phase, JFCNP has improved its ability to execute its operational level command responsibilities in a Major Joint Operation (MJO) Multi Domain Operation (MDO), exercise all aspects of DDA and in particular its own RP, coordinate and integrate with the Tactical Component Commands (TCCs), train its Decision Making Process (DMP) and

ultimately demonstrate that the HQ has learned the lessons from STDU24 and improved its operational capabilities as a Joint Task Force (JTF).

b. **Scheme of Manoeuvre (SoM).** The BST will execute the STDU25 Joint Coordination Order (JCO) which will be released on 8 Mar 25. The BST will challenge the HQ across three domains of PLAN, SYNCHRONISE and EXECUTE as follows:

(1) **Plan:** J5 will participate in the STDU25 plan refinement (Block C – Crisis Response Planning (CRP)) during 13 Jan-14 Feb 25 and support J7 and Exercise Control (EXCON) in the delivery of Block A and B with Subject Matter Experts (SMEs). Additionally J5 will support J35 in the development of the JCO during 17-28 Feb 25.

(2) **Synchronise:** J3 will deliver a tailored Rehearsal of Concept (RoC) Drill of the JCO (anticipated date 23 Sep 25 TBC). The RoC Drill will require cross-Divisional support. Note that it is intended for the RoC Drill to be an integral part of Block A but this will require separate preparation activity under the lead of DCOS Ops.

(3) **Execute:** During Block B, HQ JFCNP will resolve selected operational dilemmas influencing the execution of the JCO. This is in order to prepare and improve the JTF HQ DMP through exposure to multi-faced operational challenges and to prepare for the STDU25 CPX.

c. **Objectives.** The main objectives of STDU25 Block A and Block B are:

(1) Prepare JFCNP staff in line with agreed STDU25 Training Objectives.

(2) Ensure that key leaders and staff understand their roles and responsibilities in the DMP.

(3) Facilitate the integration of new Flag Officers/General Officers (FOGOs) and newcomers into the JTF HQ Battle Rhythm (BR) and DMP.

(4) Educate the new staff during Block A across the Joint functions.

(5) Exercise the JTF level Joint campaign synchronisation while running a complete JTF HQ BR.

(6) Familiarise, refine and practice of Standing Operating Procedures (SOPs) and Standing Operating Instructions (SOIs).

(7) Ensure the Lessons Learned (LL) and Lessons Identified (LI) from JFCNP's performance during STEADFAST DUEL 2024 (STDU24) Block B and E have been implemented.

(8) JFCNP role is as HQ JTF SE and it will be a STA for STDU25 Block E. All other TAs and TCCs will be invited to participate in Block A, Block B and Block E, contributing with their Liaison Officer (LO) Teams.

d. **JFCNP Maximum Level of Effort (MLE).** In preparation for STDU25, JFCNP needs to train using the Maximum Level of Effort (MLE) personnel structure for conducting staff level procedures; this means that a number of personnel will be operating in secondary roles in order to support HQ during MLE (e.g. peacetime J7 staff moving into J33 roles as when MLE structure is activated). Equally important is the need to train and prepare the FOGOs to be able to support the Commander's DMP during MLE.

e. **Provider Planning Considerations and Product Development.**

(1) The STDU25 Block B will use planning products and documentation available for the STDU25 Block E (CPX), including Crisis Situation Updates (CSUs) and the JCO (due to be released 8 Mar 25) tailored for use during the CPX. STDU25 Block B will see JFCNP in a scenario which requires a tailored NATO response to an emerging crisis (the operational emphasis will be determined by the JCO). This means that the content, context, dilemmas, and operational setting will be based on existing operational products made for the STDU25 Block E.

(2) STDU25 Blocks A and B are fundamental and crucial training events to set the HQ up for success. JFCNP has limited capacity to design, develop and deliver both Academics and BST therefore external contractor support is required to facilitate this training. The contractor (referred to as the Provider), will be responsible for identifying and delivering suitable vignettes based on the STDU25 scenario and staff work to give context to the processes being practiced.

(3) BST products/vignettes will be determined between the staff and the Provider during a site visit (anticipated in May 25 – date TBC upon award of contract). It is anticipated that products for Blocks A and B will be developed by the Provider (supported by JFCNP SMEs) either in parallel with or immediately following the STDU25 MEL/MIL Incident Development Workshop (IDWS) and Incident Scripting Workshops (ISWS) taking place on 2-6 Jun 25 and 23 Jun-4 Jul 25 respectively. Dates for product development for Blocks A and B will be confirmed prior to the May 25 site visit to HQ JFCNP by the Provider.

(4) The Provider will support the delivery of Block A (22-25 Sep 25) which will potentially also include a Key Leader Training (KLT) seminar, and Block B execution (26 Sep–3 Oct 25, excluding the weekend), delivering a “Hot Wash Up” to the senior staff on 3 Oct 25. It is anticipated that Block A will take place during normal working hours (0800-1700hrs) and Block B will be conducted during extended hours (0800-2000hrs).

f. **Blocks A and B should provide the following:**

- (1) Cognitive alignment between the Command Group (CG) and Staff through the (CoC).
- (2) JTF SE preparation of orders ready to execute the adjusted RP-SE during the STDU25 CPX.
-
- (3) An optimised 6-day BST training programme which may be split on alternate days between Day and Night shift serials and potentially include the execution of an effective Assessment process.

g. **Delivery of Block A (Academics) 22-25 Sep 25.**

- (1) The STDU25 scenario will be based on the STARTEX situation consisting of the Crisis Situation Updates (CSUs) provided by the Joint Warfare Centre (JWC) and the RP-SE adjusted for the STDU25 Block E (Employex/CPX). However, the exercise timeline for the BST will be deconflicted with the Block E timeline and brought forward by several days in order to insert a “firewall” between the two and prevent the Block E STARTEX conditions from being breached.
- (2) The overall purpose of the Academics period is to prepare JFCNP Staff for the challenges of likely operational missions and to enhance its performance as an operational level HQ prior to Block E.
- (3) The Provider is required to lead and deliver an Academics package with the support of JFCNP Staff SMEs. The Academics programme will be agreed between JFCNP J7 and the Provider following the award of a contract. It will potentially include a KLT seminar for the JFCNP Leaders (Branch Heads and above) to focus their discussions on chosen topics and specific areas that are likely to challenge the HQ during Block E. The remaining HQ Staff will undertake Functional Area Training (FAT) and Functional Systems Training (FST) in preparation for Block B (BST) within their Branches/Divisions and guided by the Provider’s SMEs.
- (4) The following will likely be included as a foundation for the Academics concept:
 - (a) STDU25 scenario.
 - (b) STDU25 Battle Rhythm (BR).
 - (c) Confirmation of processes to be exercised.
 - (d) RP-SE (adjusted for STDU25 scenario).

- (e) JCO.
- (f) Rehearsal of Concept (ROC) Drill (delivered by J35).
- (g) KLT for Branch Heads and above – selected topics TBC.
- (h) Staff Functional Area Training (FAT) / Staff Functional Systems Training (FST). The Provider is to note that FST will have already been conducted at several points throughout the year and therefore the FST scheduled to take place during the Academics phase will be led by JFCNP FST SMEs from the respective Divisions.

h. Delivery of Block B (BST) 26 Sep-3 Oct 25.

- (1) In close coordination with JFCNP staff the Provider, supported by a team of SMEs, will prepare and deliver a mentored series of vignettes over a 6-day period which will drive key HQ staff processes linked with chosen BR events.
- (2) As STDU25 Block E will be conducted as a 24/7 CPX, depending upon the structure of 24/7 BR it is anticipated that the BST will be split between Day and Night shift serials and therefore Handover-Takeover (HOTO) briefs will need to be practiced and conducted throughout. A Night Shift will not be operating during the silent hours but dedicated time within the BST extended hours will be allocated to specific Night Shift serials. The BST phase will finish with a Provider-led “Hot Wash Up” on 3 Oct 25 that provides key areas for improvement ahead of STDU25 Block E.
- (3) A mentor-supported BR/programme will be designed for the 6 days of the BST by the JFCNP J7 and J35 staff and in consultation with the Provider following the award of the contract.
- (4) In close cooperation with JFCNP J7 staff and other SMEs, the Provider will prepare and deliver a combination of vignettes and training support in line with the tailored BR serials.
- (5) The provider will script all inputs from CCs, flanking HQs, and Higher Command.
- (6) The provider will act as Higher Control (HICON), Flanking Control (FLANCON) and Lower Control (LOCON) and is prepared to answer questions and support the RFI process.

(7) As the BST will not be formally evaluated the Provider will use own SMEs to advise and assist the staff and CG during the BST week and deliver the “Hot Wash Up” on the final day.

(8) The Provider will support and assist HQ JFCNP in reaching the STDU25 BST end-state. This is defined as having:

(a) Sufficiently integrated newcomers able to effectively contribute to the JTF HQ JCO cycle and DMP.

(b) Achieved cognitive alignment between the CG and staff.

(c) Enhanced performance as a JTF HQ in those areas identified as requiring improvement from the STDU24 Evaluation Report and LI/LL process and ready to commence with the STDU25 Block E (CPX) phase.

i. **Provider Support for Blocks A and B.** Provider support for delivering the Academics and BST packages is expected to consist of a full Team of SMEs to cover all essential functions – Team composition and number of SMEs is to be determined by the Provider once the Academics programme is confirmed in greater detail. However, the Team must include a suitably experienced and senior Team Leader that has sufficient seniority and skill to effectively link in with the CG and understand their needs.

j. **STDU25 Blocks A-B and Warm Up Training Timeline.** Figure 1 below depicts the draft JFCNP training timeline building up to STDU25 Block E and includes an initial guide regarding the content of the Academics package.

STDU25 Block A-B and Warm Up Training Timeline

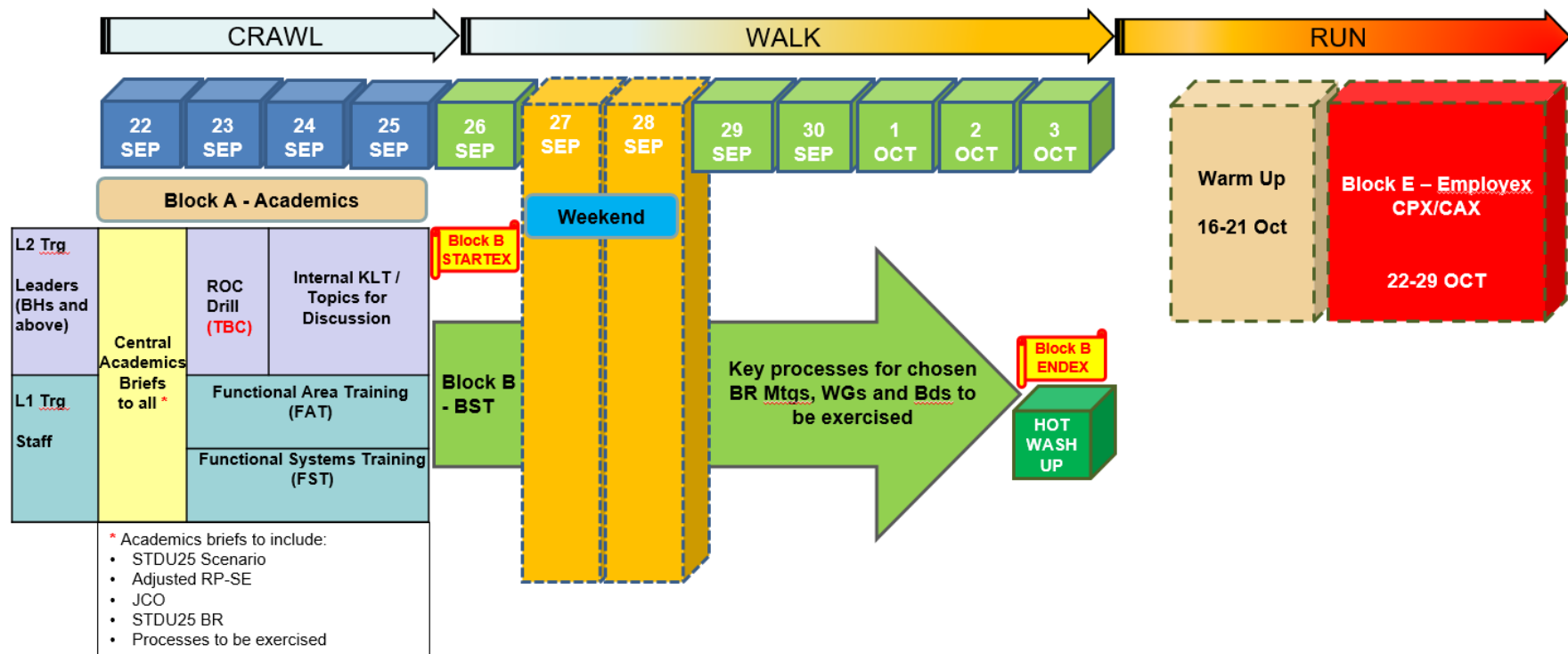


Figure 1: JFCNP STDU25 Block A-B and Warm-Up Training Timeline.

1. **STDU25 BLOCK A (ACADEMICS) AND BLOCK B (BST) CONCEPT**

- a. STDU25 Block A will provide essential academics training to all JFCNP personnel broken down into two distinct training groups; Level 2 – Leaders (all Branch Heads and above) and Level 1 – The rest of the Staff. This will consist of a day of centralised briefs to all followed by 3 days of academics sessions for each training group. Level 2 training will include a dedicated ROC Drill (TBC), KLT and discussion topics for the leaders. Level 1 training will consist of Functional Area Training (FAT) and Functional Systems Training (FST) for the remaining staff.
- b. STDU25 Block B will be a vignette-based CPX Collective Training Event (CTE) based on a bespoke BR/cycle over 6 days with the focus alternating between both Day and Night shift BR processes. It will be a JTF HQ exercise within a NATO Article 5 operational context, exercising JFCNP in a MJO+ environment. STDU25 BST will be the final foundation training prior to STDU25 Block E where HQ JFCNP is a STA. The BST will train JFCNP key leaders and staff to run through selected 24/7 BR serials, develop cross-functional area processes, enhance DMPs and run supporting Boards and Working Groups post the summer rotation of personnel in order to contribute to MLE staff integration.
- c. By the start of the STDU25 Academics and BST periods, JFCNP will have already conducted several monthly training events and a separate week of BST whilst preparing for STEADFAST DETERRENCE 2025 (STDC25) which takes place 19-28 May). Therefore a good portion of the staff should have gained valuable experience before embarking on STDU25. However, the summer period always brings in a large rotation of newcomers (c35%) who will need to rapidly get up to speed with the rest of the HQ's operational processes and procedures and therefore the approach to integrate them will be to CRAWL (slow start) during the Academics then WALK (transitioning to medium intensity) during the BST.
- d. The Provider will be responsible for the delivery of the essential staff support and products as described in paragraphs 2.e. through to 2.j. to give context to the various cycles within the BR (e.g. targeting, resourcing and joint synchronisation). An acceptable balance must be found between ensuring that the Staff fully understand their individual and collective roles within the BR and the Staff being sufficiently challenged in preparation for the STDU25 CPX.
- e. The following aspects also require consideration:
 - (1) The BST phase must include a mentor facilitated BR tailored to the key Boards and Working Groups using Vignettes. It should include LI/LL from the previous STDU24 exercise and its respective BST event.
 - (2) The provider must take into consideration that the conduct of STDU25 BST is to prepare a significant number of inexperienced JFCNP staff for operational level activities during STDU25 CPX.
 - (3) STDU25 BST will be Vignette-based and include a tailored set of MEL/MIL injects. This is in order to provide sufficient depth to the Vignettes. The content should be delivered in a manner that provides opportunities for focused training or deep-dives where required.
 - (4) STDU25 BST Vignettes should be based on best practices from the STDU24 exercise.
 - (5) Support from the Provider will consist of a combination of training and education. JFCNP will agree what model is best suited for this purpose. The content should be delivered in a manner that provides opportunities for focused training and deep-dives using elements of the JCO, vignettes and storyboards where required.

- (6) Further improvement of the Joint Coordination process to enable COM JFCNP's DMP.
- (7) The execution phase must include a provider facilitated set of vignettes nested in the BR with timely introduction of dilemmas tailored to the key Working Groups and Boards.
- (8) STDU25 vignettes and topics should correspond completely with the STDU25 CPX scenario, associated set of orders and not introduce any STDU25 unique content.

2. PERIOD OF PERFORMANCE

a. The Provider is required to be present as part of the development and delivery process as follows:

- (1) **Azimuth Checks.** Upon award of the contract, the Provider will participate in various azimuth checks by phone or VTC with JFCNP J7 Team. Dates and frequency of calls TBC with upon confirmation of selected Provider.
- (2) **BST Vignette Development Workshop (VDWS) and Vignette Scripting Workshop (VSW).** In order to produce the necessary vignettes to support the BST a VDWS and VSW will need to be held between the contractor and JFCNP SMEs for an estimated duration of 5 days for each WS. Dates and locations are TBC upon consultation with the Provider but the workshops may either be run in parallel with or immediately after the STDU25 MEL/MIL IDWS and ISWS as previously stated in Para 2.e.(3).
- (3) **Final Coordination Conference.** A final coordination conference will be held between the Provider and JFCNP J7 on 4 Sep 25.
- (4) **STDU25 Academics and BST Delivery.** 22 Sep – 3 Oct. Attendance from Team Leader and all SMEs throughout or as deemed necessary by the Provider upon further development of the programme, to deliver Academics 22-25 Sep and BST 26 Sep – 3 Oct (excluding weekend) in close coordination with JFCNP J7. Location HQ JFCNP, Lago Patria, Italy.

3. PLACE OF PERFORMANCE

- a. The Provider will perform work under this contract either at the Provider's home base or at HQ JFCNP. If any illness constraints impact preparations, consideration will be given to conduct certain serials as virtual events but this may require substantial preparations by both the Provider and JFCNP in advance in order to achieve the necessary objectives. Regardless, face to face events must be sought at every opportunity.
- b. All work will be conducted within secure areas. Security restrictions apply to access these locations which will be communicated after contract is awarded. The Provider is to plan for the fact that privately owned appliances such as, but not limited to, smart watches, mobile phones and laptops including ancillary equipment (e.g. USB sticks) are under no circumstances allowed into this area.
- c. While not currently foreseen, the Provider may be required to perform duties elsewhere during the periods mentioned above in Para 4. In the unforeseen occasion that this is required, HQ JFCNP will do its utmost to notify the Provider in time and make arrangements to facilitate travel to that location.

4. TECHNICAL CRITERIA

- a. The provider must meet the required technical criteria and demonstrate the following:
 - (1) Significant knowledge and familiarity with the STEADFAST series of exercises (specifically STDC and STDU), RPs, SSPs and knowledge of the scenario for STDU25.
 - (2) Understanding of the exercise design, development and delivery of STDU25.
 - (3) Knowledge and understanding of the HQ JFCNP structure, SOPs and SOIs.
 - (4) Recent experience (36 months) conducting training at SHAPE or JFC level as an absolute minimum – to include SHAPE's decision-making process and warfighting HQ role.
 - (5) Have demonstrated expertise in the NATO Crisis Response System and its application at the NATO strategic and operational levels in an Article 5 context.
 - (6) Experience in the past 36 months in leading the design and delivery of strategic or Joint operational level BST event in a NATO Article 5 campaign at SJO+/MJO/MJO+ level, using the OCCASUS scenario. Experience must include leading the delivery of KLT and Academics and developing and delivering both MEL/MIL and vignette driven training.
 - (7) Experience in conducting Collective Training Events for Operations Assessment (OPSA).
- b. The Provider's team must meet the following technical criteria:
 - (1) **Team Leader.** The Provider's team must be led by a former Flag Officer with NATO experience at the operational and tactical levels and who meets all the following technical criteria:
 - (a) Have demonstrated recent experience (last 24 months) as a senior mentor/advisor on a NATO exercise or BST at the Joint Operational level.
 - (b) Have demonstrated experience with NATO's new strategic DMP and BR.
 - (c) Have recent experience (last 36 months) mentoring and training a JFC on the operational level DMP and BR and the Joint synchronisation process.
 - (d) Have demonstrated experience in Exercise Control (EXCON) in a NATO Joint operational exercise including all phases from concept development through delivery to AAR.
 - (e) Have demonstrated recent experience (36 months) in delivering KLT to senior leaders at the operational level.
 - (f) Must be present for the periods outlined in Para 4 above.
 - (2) **SMEs.** The provider's team members must meet the following technical criteria:
 - (a) Have demonstrated experience operating at the strategic and / or operational level within NATO (ALL).

- (b) Have knowledge and participated in the MELMIL/vignette development process for a NATO strategic or operational level exercise in the past 36 months and hold a valid NATO SECRET clearance or have the ability to obtain such clearance in sufficient time prior to all preparatory meetings (ALL).
- (c) Have knowledge covering the eight Joint functions: Manoeuvre, Fires, C2, Information, Sustainment, Protection, CIMIC and INTEL. (ALL)
- (d) Have demonstrated experience in NATO's current ops and joint synchronisation processes (Manoeuvre/Fires/C2/ Protection-J33 SME and J35/5 SME).
- (e) Have demonstrated experience in NATO's targeting and INTEL processes and the new Bi-SC SCD 80-70 (Joint Tgts / INTEL SME).
- (f) Have demonstrated experience in the NATO intelligence cycle and JISR in support of operations, including how to simulate Intel in EXCON. (Joint Targets/INTEL SME)
- (g) Have demonstrated experience in working Cyber domain at the Operational level and the Sovereign Cyber Effects Provided Voluntarily by Allies (SCEPVA) domain at the operational or strategic level. (CYBER SPACE SME)
- (h) Have demonstrated experience in NATO Joint Logistics and Sustainment in support of operations at the operational level (Joint LOG SME).
- (i) Have demonstrated experience in Information Operations and as a StratCom Advisor in support of Political, Strategic- or Operational HQ or organisation. (Information/StratCom SME).
- (j) Have demonstrated experience in working in the CIMIC domain at both Operational and Strategic Level (CIMIC SME).

5. QUALITY CONTROL AND QUALITY ASSURANCE

- a. The Provider must provide evidence that they follow a quality control and quality assurance process. (e.g. ISO 9001)

6. FINANCIAL SPECIFICATIONS

- a. The bidder shall provide an all-inclusive and not-to-exceed price proposal for their efforts based on the details provided in this Statement of Work (SOW). This price proposal shall cover all their costs for their involvement at the specified location(s) including preparation, travel, per diem and any mark-up.
- b. Provider shall detail the cost for their involvement as follows:
 - (1) **Fees for Consultancy Services.** In the price proposal the provider shall submit its all-inclusive pricing for delivering the requested services which include any preparation and/or off-site work required prior to execution. The bidder shall detail the total cost per consultant and specify daily rates for each of them. What the Bidder shall not include in this all-inclusive pricing is the per diem and travel cost, which will be reimbursed as detailed below.

- (2) **Per Diem.** In order to cover accommodation, meals and incidentals, the provider shall detail per consultant Per Diem for each day this consultant is participating in the above listed training event(s). The amounts listed per individual are considered Not-To-Exceed amounts for the respective individual. JFCNP will not agree to individual Per Diem daily rates exceeding the current NATO Per Diem rates for the respective country where the individual will perform its duties. These Per Diem rates will be made available upon request.
- (3) **Travel Cost.** Bidder shall provide a Not-To-Exceed amount for total travel expenses, detailed per individual consultant for their involvement and participation in the planned activities as detailed in this SOW. Bidder should plan for complete self-arrangements of travelling to the respective location(s) unless explicitly mentioned that means of travel are provided by JFCNP. Travel must be based on Economy Class fares (return tickets) and must be fair and reasonable at time of booking unless otherwise agreed in advance and documented with a written statement duly signed by the HQ JFCNP Contracting Officer. All travel cost must be documented and JFCNP will only reimburse actuals based on evidence submitted. JFCNP will not reimburse any expense exceeding the provided Not-To-Exceed amount for travel.
- c. JFCNP will evaluate price proposals based on the totals provided for 6.b. (1) – (3) above.
- d. Any additional requirement for participation is based on the daily rates provided per individual in 6.b. (1) and (2) and might include additional travel costs which are to be detailed by the bidder and approved by the JFCNP Contracting Officer prior to any action or any form of compensation.

7. PHYSICAL SECURITY

- a. **Coordination Requirements.** In order to facilitate access to the facility each consultant shall be required to fill out and return a Personnel Administration Form (PAF).
- b. **Physical Access.** Final approval for accessing the classified areas is based on the provided documents and is pending final approval of the Headquarters Security Officer. Failure to provide the requested information and documentation in time might result in not being granted access to the facility. HQ JFCNP accepts no liability in the case of the occurrence where access is not granted.
- c. **Code of Conduct.** Each consultant recognises and agrees that he shall conduct himself in a manner suitable for the purpose of this Contract and in accordance with NATO's Code of Conduct.



HEADQUARTERS ALLIED JOINT FORCE COMMAND NAPLES
QUARTIER GENERAL DU COMMANDEMENT INTERALLIE DE
FORCES INTERARMEES NAPLES

Via Madonna del Pantano, 80014 Giugliano in Campania, Loc.
Lago Patria, Naples, Italy

PART IV
PRICE PROPOSAL

RFQ-JFCNP-25-04

PROVISION OF EXERCISE SUPPORT AND CONSULTANCY AT JFC NAPLES, LAGO PATRIA

1. The Price Bid shall be submitted on following Price Proposal format,
 - a. Bidders may expand on the basic breakdown by adding sub-items as deemed necessary. However, the basic presentation must not change;
 - b. Bidders must note that partial bidding is not authorized;
 - c. Prices shall be quoted in Euros using two decimal numbers.
2. Bidders shall enter unit prices and amounts items in Euro for contract line items:
 - a. Part I. Fees for Consultancy Services
 - a. Initial Vignette Development Workshop (dates TBC likely to be early June)
 - b. Final Vignette Scripting Workshop (dates TBC likely to be late June)
 - c. Exercise Academics and Battle Staff Training Delivery
 - b. Part II. Per Diem Not to Exceed NATO daily rate of €232
 - c. Part III. Travel Costs based on Economy Class fares
3. Bidders shall enter the total costs of each area of service into the **Summary price proposal table**. 'Grand Total' amount includes price of Parts I-III.
4. Bidders are requested to include the minimum equipment required to perform the service, as outlined in the enclosures thereto, and/or with associated overall costs. Unrealistic market prices may be considered not technically compliant.
5. Indirect costs and operating costs (i.e. firm profit) are included in the total costs.
6. JFC Naples cannot guarantee that this contract will reach any minimum or maximum value. All prices for services offered by the Bidders shall include all supplies, equipment, supervision, etc. per attached SOW.

Annex A**ACKNOWLEDGEMENT OF RECEIPT**

To be completed and returned by email to JFC Naples not later than **27 March 2025**, by 11:00 hours (Local Time, Naples, Italy). All correspondence will be forwarded to the Contracting Officer (CO):

Name: OF-3 Jason EDWARDS

Email address: Jason.EDWARDS@jfcnp.nato.int

and to the Contract Administrator (CA):

Name: OR-8 Lisa OWENS, US Army

Email address: lisa.owens@jfcnp.nato.int

PLEASE COMPLETE CLEARLY – DO NOT USE COMPANY STAMP

FROM: Company:

 Address:

 Telephone

 E-mail and Internet site address:

 Point of Contact:

TO: JOINT FORCE COMMAND NAPLES
 Purchasing and Contracting Branch

SUBJECT: **ACKNOWLEDGEMENT OF RECEIPT OF INVITATION
FOR RFQ BIDDING**

REFERENCE: RFQ-JFCNP-25-04 REQUEST FOR QUOTE (RFQ) FOR PROVISION OF
EXERCISE SUPPORT AND CONSULTANCY AT JFC NAPLES, LAGO
PATRIA

We hereby declare that we have received RFQ-JFCNP-25-04 on (date) _____ with all enclosures.

CHECK ONE:

- ☐ As of this date and without commitment on our part, we do intend to participate in the bidding.
- ☐ We do not intend to participate in the bidding.*

Date:

Signature

Name and Title