



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 I

BID INSTRUCTIONS

RFQ-MWA-25-05

Summer Camp Service at JFC HQ Naples

01. GENERAL

1. The scope of this Request for Quote (RFQ) is to award a firm fixed-price exclusive contract for the provision and organization of a Summer Camp service at JFC Naples NATO Headquarters, in accordance with the specifications set out in Part III hereto (Statement of Requirements).
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. ELIGIBILITY

1. Eligible sources are restricted to companies/associations/organizations operating in the educational/recreational/sports activity area, which have been duly registered with the Chamber of Commerce or with CONI and any other equivalent entities, **for at least five years**. Said eligible sources shall be chartered/incorporated within NATO-member nations, (2) that maintain a professionally active facility 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 attended the Mandatory Bidder's Conference and Site Visit.
 - b. Having performed at least five (5) years as a company in similar activities in scope and magnitude to the requirements described in this solicitation.

03. DURATION OF THE CONTRACT

1. The Contract awarded through this RFQ will be effective from the date of signature by the Parties and it will be in force **for ONE (1) base period**, (or as determined at time of award), with the possibility **for up to four (4) one-year extension options**.
2. Option years can only be exercised by JFC Naples upon verification that service has been provided satisfactorily by the MWA Contracting Officer Technical Representative (COTR). A monthly COTR performance report will be submitted to the JFC Naples J8 P&C Officers.
3. Both parties have the right, after twelve (12) months, to terminate the contract for convenience, upon written notification to be delivered ninety (90) working days prior to the contract expiration date.

4. The Contracting Officer (CO) will provide notice of termination or extension in writing no later than ninety (90) working days before the expiration date of the Agreement or subsequent extensions (if any).

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. **ISO 9001:2015** certification;
- d. **Project Plan**, to include **a detailed program of daily activities on a weekly basis** (Technical Specifications/Statement of Requirements), and other information as appropriate for a technical evaluation to determine whether bidders proposed terms and conditions comply with all the requirements of this bid;
- e. **Organizational Plan and weekly activities schedule timeline:**
Bidders shall submit an organizational plan that details, at a minimum, the number of employees and their positions. Bidders shall submit a list identifying key personnel/positions for the execution of the services to be provided in accordance with Part III, Statement of Requirements. This list shall include the individual(s) name(s), nationality, qualifications, relevant work experience, and intended positions of the proposed personnel. Bidders are to also provide a Curriculum Vitae (CV) or resume for each key personnel position proposed for the performance/management of the contract with special attention on **the Summer Camp Supervisor and the Sports Instructor Supervisor/Coordinator** identified.

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: Mr. Alessandro NARBONE Senior Contracting Officer (CO)
Email address: Alessandro.NARBONE@jfcnp.nato.int

And to:

Name: Mrs Maria Grazia SALVIOTTI, Contract Administrator (CA)
Email address: MariaGrazia.SALVIOTTI@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) Managerial/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 **02 May 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 sixty (60) 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 anyway taken into consideration for the evaluation of the Bidders:
 - a. Technical compliancy with bidding, contractual and technical provisions/specifications/required performance criteria.
 - b. Capability of the Bidder to perform and complete the services.
 - c. Instructors Certificate required as per Statement of Requirements
 - d. Submitted English Certificates for the employees.
 - e. Weekly activities schedule timeline offered.
 - f. Price criteria (best price tender).

09. AWARD

- 1. JFC Naples Contracting Officer 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. Compliant Bid shall be assessed as realistic and reasonable.

2. Bidders are eligible to receive a debriefing on the Contracting Officer's decision. To obtain a debriefing, Bidders shall submit a written request to the CO within five (5) work days of the date on which they receive notification of the aforementioned decision.

09. BIDDERS' CONFERENCE

1. In order to fully understand the requirement and the bidding process, Bidders are required to attend the **mandatory** Site Survey/Bidder's Conference at JFC Naples premises scheduled on **10 April 2025** at 9:30 hours local time (Italy).
2. Participants will meet at the main entrance of:
JFC HQ NAPLES
Via Madonna del Pantano (Loc. Lago Patria)
80014 Giugliano in Campania - Napoli - (Italy)
3. If you plan to attend the Site Visit, please e-mail to the Contract Administrator MariaGrazia.SALVIOTTI@jfcnp.nato.int not later than **3 April 25 at 14:00 hours** local time (Italy) the following information: Company Name; Last Name and First Name, Date and Place of Birth, **valid ID Card scanned copy (front and back)** of each participant (limited to 2 Attendees). Late responses may not be accommodated.

10. 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 Alessandro.NARBONE@jfcnp.nato.int and to the CA MariaGrazia.Salviotti@jfcnp.nato.int not later than **14 April 2025 at 11:00 hours** after participating to the Site Survey/Bidder's Conference.
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-MWA-25-05 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
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.....

(if necessary, add another page)

SELF DECLARATION

3. It is hereby declared that our Company:
 - a. is currently registered with the Chamber of Commerce, CONI or other equivalent entities, 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. is 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

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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 PROVISIONS

RFQ-JFCNP-25-05
Summer Camp Service at JFC HQ Naples

TABLE OF CONTENTS

60-70.1 – CONTRACT ADMINISTRATION SECTION	3
60-70.101 DEFINITIONS	3
60-70.102 AUTHORITY	4
60-70.103 ORDER OF PRECEDENCE	4
60-70.104 APPLICABLE LAW	4
60-70.105 CONTRACT EFFECTIVE DATES (CED)	4
60-70.106 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	4
60-70.107 CONTRACT ADMINISTRATION AND COMMUNICATIONS	4
60-70.108 SECURITY	4
60-70.109 ACCESS CONTROL	5
60-70.110 JFC NAPLES FURNISHED PROPERTY	5
60-70.111 OPTION	5
60-70.112 CHANGES	5
60-70.2 – CONTRACTOR SECTION	6
60-70.201 CONTRACTOR RESPONSIBILITY	6
60-70.202 SUB-CONTRACTS	6
60-70.203 WORKING HOURS	6
60-70.204 IMPLEMENTATION SCHEDULE	6
60-70.205 CONTRACTOR PERSONNEL	6
60-70.206 CONTRACTOR EQUIPMENT	7
60-70.207 CORRUPTION AND ILLICIT GRATUITIES	7
60-70.208 RELEASE OF NEWS/INFORMATION	7
60-70.3 – GENERAL INFORMATION SECTION	7
60-70.301 AUTHORISATION TO PERFORM	7
60-70.302 PROTECTION AND INDEMNIFICATION	7
60-70.303 HEALTH, SAFETY AND ACCIDENT PREVENTION	7
60-70.304 SAFETY, TESTS AND INSPECTIONS	8
60-70.305 INSURANCE	8
60-70.306 MAINTENANCE OF JFC NAPLES PREMISES	8
60-70.4 – FINANCIAL SECTION	8
60-70.401 PREFERRED CUSTOMER	8
60-70.402 PRICES, TAXES AND CUSTOMS CHARGES	9
60-70.403 INVOICES	9
60-70.404 PAYMENTS	9
60-70.405 ADVANCE PAYMENTS	9

60-70.406	BANK GUARANTEE	9
60-70.5 – RECEIVING SECTION		10
60-70.501	INSPECTION	10
60-70.502	MARKING AND LABELLING	10
60-70.503	NOTICE OF SHIPMENT	10
60-70.504	TITLE TO PROPERTY AND RISK OF LOSS	10
60-70.505	ACCEPTANCE	11
60-70.506	WARRANTY	11
60-70.507	SERVICE AND PARTS AVAILABILITY	12
60-70.508	VARIATION IN QUANTITY	12
60-70.6 – PERFORMANCE SECTION		12
60-70.601	DISPUTES	12
60-70.602	JFC NAPLES DELAY OF WORK	12
60-70.603	LIQUIDATED DAMAGES	12
60-70.604	TERMINATION FOR CONVENIENCE	13
60-70.605	TERMINATION FOR DEFAULT	14
60-70.606	SPECIAL TERMINATION CLAUSE	15
60-70.607	CONTRACTOR NOTICE OF DELAY	15
60-70.608	STOP WORK ORDER	15
60-70.7 – COPYRIGHT SECTION		15
60-70.701	SOFTWARE RELEASES AND UPDATES	15
60-70.702	RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE	15
60-70.703	TECHNICAL BROCHURES AND MAINTENANCE PLANNING	15
60-70.704	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	16
60-70.705	PATENT INDEMNITY	16
60-70.8 – CONSTRUCTION SECTION		16
60-70.801	PERFORMANCE BONDS	16
60-70.802	COMMENCEMENT, EXECUTION AND COMPLETION OF WORK	16
60-70.803	ON-SITE UTILITIES	16
60-70.804	STORAGE	16
60-70.805	SITE PROTECTION	16
60-70.806	WORKS AND VARIATIONS	16
60-70.807	NATO PROVIDED DRAWINGS	17
60-70.808	AS-BUILT DRAWINGS	17

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

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:

bsg_fsmw_mwa@jfcnp.nato.postecert.it and a courtesy copy shall be submitted to:
dean.betts@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. Progress payments could be authorised only once software modules are effectively delivered and tested. Payments will be authorised only based upon the positive evaluation and the testing phase from COTR.
4. Payment will be effected in the currency or currencies of the contract.
5. 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
RESERVED.

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).

NATO UNCLASSIFIED



**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 REQUIREMENTS

**RFQ-MWA-25-05
Provision and Organization of a Summer Camp
at JFC HQ Naples**

NATO UNCLASSIFIED

31 March 2025

Page 1 of 11

SECTION	TITLE	PAGE
SECTION A.1	<u>GENERAL REQUIREMENTS</u>	3
1.0	GENERAL REQUIREMENTS	3
1.1	GENERAL	3
1.2	SPECIFIC PERSONNEL REQUIREMENTS	3
1.3	LANGUAGE REQUIREMENTS	3
SECTION A.2	<u>DESCRIPTION OF SERVICES</u>	5
2.0	CONTRACT OVERVIEW	5
2.1	DESCRIPTION OF WORKS	5
2.2	ACCIDENT PREVENTION	7
2.3	RESPONSIBILITY OF CONCESSIONAIRE	7
SECTION A.3	<u>SECURITY REQUIREMENTS</u>	8
3.0	SECURITY REQUIREMENTS	8
3.1	RESTRICTED AREA ACCESS	RESERVED
3.2	BASE ENTRY IDENTIFICATION CARD	8
3.3	PRIVILEGES	8
3.4	VEHICLE PASSES	8
3.5	DRIVER'S LICENSE	8
3.6	COORDINATION	9
SECTION A.4	<u>NATO FURNISHED PROPERTY AND FACILITIES</u>	9
4.0	NATO FURNISHED PROPERTY AND FACILITIES	9
SECTION A.5	<u>CONTRACT VALIDITY AND DURATION OF THE SERVICE</u>	9
SECTION A.6	<u>FEES</u>	9
SECTION A.7	<u>CONCESSIONAIRE FURNISHED ITEMS</u>	9
SECTION A.8	<u>DEFINITIONS</u>	10

SECTION A.1 GENERAL REQUIREMENTS

1. 0 General Requirements

1.1. **General.** JFC Naples HQ has to carry out a Summer Camp for children from age 6 to 16; said children are dependents of military and civilian personnel of the JFC Naples NATO Headquarters, located in Via Madonna del Pantano, Giugliano in Campania, Naples. In case the number of participants permits, Summer Camp will be also open to children of military and civilian personnel of US DOD and QGI (Italian Headquarter) personnel and of sponsored children not associated with NATO (also mentioned at Art. 2.1.1).

1.2. Eligibility and Specific Personnel requirements:

1.2.1 The participation to this bid is open to companies/associations/organizations operating in the educational/recreational/sports activity area, which have been duly registered with the Chamber of Commerce, or with CONI or any other equivalent entities for at least five years.

Documents demonstrating what stated above must be mandatorily enclosed to this bid. Companies and associations are also invited to submit their past references related to the requested service, together with other required documents, as per Enclosure # 1 - Proposal Instruction.

Documents will be evaluated by Contracting Officer and Technical Representative for compliancy

1.2.2 Company's personnel must speak and comprehend the English language to level B1 and level A2, as per **Common European Framework of Reference for Languages (CEFR) or (QCER)** in regards of Language Proficiency Levels. If any contractor's employee fails to meet the minimum level of language proficiency as contractually stipulated and agreed to, the Contractor may be required to replace the employee at no additional cost to NATO.

1.3 Language Requirements

1.3.1 The Concessionaire shall ensure that its employees, whose position and duties requires regular communication with NATO personnel, can proficiently communicate in *English*.

Specifically, the **Summer Camp Supervisor and Coordinator** is to be able to speak and comprehend English, as minimum requirement, at **level B1** of the **Common European Framework of Reference for Languages (CEFR) or (QCER)** in Italian).

Certification proving above mentioned English Language Level for Summer Camp Supervisor, shall be provided in this Restricted Bid package. In case the certification is

not available, the Concessionaire shall provide a self-declaration in which its employees' English level is certified. JFCNP Principal Linguistic will evaluate all the employees providing the service

Individuals in possession of B1 level, as per above agency can:

- understand the main points of clear standard input on familiar matters regularly encountered in work, school, leisure, etc.
- deal with most situations likely to arise while travelling in an area where the language is spoken.
- produce simple connected text on topics that are familiar or of personal interest.
- describe experiences and events, dreams, hopes and ambitions and briefly give reasons and explanations for opinions and plans.

Other Instructors and employees (animators and/or children activity assistants) must meet the **A2 level of CEFR or (QCER in Italian)**.

Individuals in possession of A2 level, as per above agency can:

- understand sentences and frequently used expressions related to areas of most immediate relevance (e.g. very basic personal and family information, shopping, local geography, employment).
- communicate in simple and routine tasks requiring a simple and direct exchange of information on familiar and routine matters.
- describe in simple terms aspects of his/her background, immediate environment and matters in areas of immediate need.

The above indicated English Language Levels for Contractor's personnel are to be provided as a minimum language requirement. Individuals who meet **B2, C1 and/or C2 levels** will be highly appreciated, and providing evidence of latest mentioned levels will be in result of receiving the maximum score for English Language Requirement.

1.3.2 Concessionaire shall provide personnel who meet the language proficiency level at the beginning of their employment. NATO reserves the right to require the Contractor to confirm through independent language testing, that Contractor personnel have the required English language abilities for their functions. If testing is required, it shall be at the Contractor's expense.

SECTION A.2 DESCRIPTION OF SERVICES

2.0 CONTRACT OVERVIEW

Concessionaire shall provide personnel, equipment, tools, materials, supervision, management and any other item or service necessary to manage and execute all needed operations in accordance with these technical specifications/statement of work and general industry standards practised in EU/ NATO countries.

2.1. DESCRIPTION OF SERVICE:

1. As per above, this organization will be offering a recreational and educational Summer Camp for dependents of military and civilian personnel of the JFC Naples NATO Headquarters, located in Via Madonna del Pantano, Giugliano in Campania, Naples as follows:
2. Participants. The JFC Naples Summer Camp is open to children from 6 to 16 years of age. No more than eighty (80) children are daily allowed to participate. If this number is not reached, also sponsored children not belonging to JFC Naples NATO dependents are allowed to participate to the Summer Camp.
3. Location. The JFC Naples Summer Camp will take place inside the Base, at Parco Leonardo, which is equipped with restrooms.
In case of bad weather conditions, the Leonardo Park Pavillion may be used.
The use of the Children playground, adjacent to the park, may be used free of charge after coordination with the MWA Management.
4. Program. *Programs, to be submitted as enclosures to this bid, must be compiled on a weekly basis, from Monday to Friday, from 0800 hours to 1700 hours starting from 16 June 2025. They must include recreation time periods, sports and educational activities, lunch and break times. An example of a daily program could be the following:

- 0800 – Arrival of participants at Leonardo Park.
- 0830 – Presentation of day's program and division by age group.
- 0845 – Recreational and sports activities begin.
- 1045 – Snack Break.
- 1100 – Group and/or Sports games and/or Swimming Pool (lessons available daily from 11:00 – 12:00)
- 1315 – Lunch Break
- 1400 – Group board games, movie projection etc.
- 1530 – Sports or recreational activities divided by age group.
- 1700 – End of day's activities; children return home.

Programs must have, as a minimum requirement, 3 hours dedicated to sports and educational activities indicated in the below list at para c.

Programs will be evaluated by Contracting Officer and Technical Representative for compliancy.

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No excursion nor trip outside the JFC Naples NATO Headquarters located at Via Madonna del Pantano, Giugliano (NA) is admitted.

c. Sports and educational activities: program must be executed by dividing children by age group. Each group will participate in various sports and educational activities within the sports facilities provided by JFC Naples.

Following are the sports activities, JFC Naples may provide free of charge, ~~after~~ always upon coordination with the MWA Management:

- Swimming – Instructor provided by the Concessionaire (11:00 12:00hrs)
- Tae Kwon Do – Instructor could be provided by JFC Naples, if available
- Tennis – Instructor could be provided by JFC Naples, if available
- Basketball – Instructor provided by Concessionaire
- Soccer or mini soccer – Instructor provided by Concessionaire
- Volleyball - Instructor provided by Concessionaire
- Tennis table – Instructor provided by Concessionaire
- Handball – Instructor provided by Concessionaire

Taekwondo, Basketball and Tennis activities could be provided, if available, by JFC Naples Instructors (at Concessionaire's expense). In this case, The Concessionaire personnel will only supervise children during said activities.

The Concessionaire may also propose other sports activities, different than the ones listed above, and compatible with the facilities provided by JFC Naples. A mandatory site visit of all facilities will be organized for all Companies/Associations.

d. Fees for Participation: Fees for each participant will be established by the Concessionaire on weekly, bi-weekly, monthly, or entire period basis and could include lunch, with extra charge, if requested.

The Concessionaire will charge a one-time fee for registration and children kit.

The Children Kit must consist of a backpack, a cap, and two t-shirts. Each category of children will receive a cap and two (2) t-shirts in different colors, to be immediately identified by age.

The sum of the **weekly participation fee** and the **registration fee** will constitute the bidder's offer. **The bid will be awarded to the lowest technically compliant offer.**

All profits deriving from the execution of this service will be solely prerogative of the Concessionaire. Payments and registration of participants will be care of the Concessionaire.

e. Meals: Concessionaire will provide lunch, with extra charge, if requested.

The Concessionaire must provide a weekly menu with a large variety of dishes. Said menu shall be compatible with local competent authority in matter of health (ASL) prescription in nutritional matter and will be varied and healthy.

2.2 Accident Prevention.

In signing this Contract, the Concessionaire states that it is knowledgeable of current legislation on the prevention of Occupational Accidents, as per Presidential Decree 81/2008 dated 9 April 2008 (**D.Lgs. 81/2008**), and related amendments and supplements and that it assumes full civil and criminal responsibility for any incidents resulting from non compliance to the clauses of the aforementioned laws and subsequent amendments.

2.3 RESPONSIBILITIES OF CONCESSIONAIRE

2.3.1 Insurance.

All participants at the JFCN Summer Camp must be guaranteed by an Insurance Policy against **injury** risks with a maximum coverage of € 500.000,00 that is to be provided by the Contractor. Contractor must also provide insurance coverage against **Third Party Liability** risks, with a maximum coverage of € 2.000.000,00. Both insurances must be provided by Contractor prior to initiate the service. Contractor must also be in possession of proper insurance for **all hired personnel**.

2.3.2 Performance bond/bank guarantee.

Prior to initiating the service, a security bond of € 3.000,00 (three thousand euro) shall be deposited by Concessionaire, as warranty for damages deriving from the performance of the service, with prejudice to compensation for greater damages. At the end of the service and after verification that neither damage nor disruption is caused to JFC Naples, said deposit will be returned to the Concessionaire. On the contrary, said amount will be retained, in full or in part by JFC Naples, as compensation for the suffered damage.

2.3.3 Personnel and Instructors.

All personnel employed to operate JFC Naples Summer Camp must be hired by the Concessionaire. The Concessionaire shall provide sufficient staff to operate the service using the following ratio of staff to children:

- a. At least n. 1 animator/children assistant every 8 children over 9 years old;
- b. At least n. 1 animator/children assistant every 5 children aged 6 to 8 years old.

The Concessionaire is to provide a **Summer Camp Supervisor/Coordinator** who will be the Contractor's Technical Representative on site and who will have the supervision for all kind of activities. Said coordinator is to be mandatorily able to speak and understand English language at least at **level B1 of the CEFR**.

The Concessionaire must also provide at least # **1 Sports Instructor** in possession of sports certificate provided by an official Sports Association (recognized by Italian law) who will coordinate all other instructors. Above mentioned Certificate is to be provided

NATO UNCLASSIFIED

prior to initiating the service. Also for all other sports instructors, copy of valid certification shall be provided to JFC Naples prior to initiating the Summer Camp service. Animators and children activity assistants hired by the Concessionaire must be in possession of a secondary school diploma, with an experience of at least two years in children entertaining/educational/recreational services.

The Concessionaire, prior to initiating the service, will be required to provide proof that all its personnel is hired in compliance with current labor laws and company's tax regime.

SECTION A.3 SECURITY REQUIREMENTS

3.0 Security Requirements: Personnel and equipment shall meet the required security requirements in order to have access to JFC Naples.

3.1 Restricted Area Access: (N/A)

3.2 Base Entry Identification Card: The Concessionaire and the staff should fill out the Disposition Form (DF) (provided by NATO) and submit it to the COTR. An electronic NATO ID card will then be issued.

3.2.2 Personnel meeting these criteria are required to carry the electronic NATO ID while performing their duties at JFC Naples and are automatically subject to any force protection rules and procedures established/enforced by Commanders.

3.3. Privileges: This electronic NATO ID does not entitle the Concessionaire or its employees to use any JFC Naples facilities other than those intended for their duties (as defined by the COTR. The decision to grant access is left to the discretion of the BSG Commander, and may be revoked without prior notice.

3.4 Vehicle Passes: In addition to the base entry ID card, the Concessionaire is required to present verification of the following information for each employee before vehicle access to NATO installations is granted.

3.4.1 Vehicle Insurance: Vehicle insurance shall be maintained on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all vehicles used for performance of this contract in accordance with local or International insurance requirements.

3.5 Driver's license: The Concessionaire shall ensure all employees driving on NATO sites have a valid driver's license and vehicle pass. NATO security police shall verify the validity of all drivers' licenses before issuing vehicle passes.

3.6 Coordination: For all access and security requirements, the Concessionaire shall provide the required data to the COTR to ensure personnel and equipment have access to the NATO sites when required under to fulfil contractual requirements.

NATO UNCLASSIFIED

31 March 2025

Page 8 of 11

The COTR will be informed immediately of any changes in Concessionaire's personnel (to include full name, date of birth, NATO ID card number and National ID card number).

SECTION A.4 NATO FACILITIES PROVIDED

4.0 JFC HQ Naples may allow, according to the **Organizational Plan** provided and based upon MWA Management approval, the use of the following structures to the Concessionaire :

- JFC Naples Tennis Courts
- JFC Naples Swimming Pool
- JFC Naples Soccer Pitch
- JFC Naples Gymnasium

SECTION A.5 CONTRACT VALIDITY AND DURATION OF THE SERVICE

5.0 The period of performance for this service will have a duration of 12 (twelve) weeks, usually from middle of June (at schools ending) to end of August (29th). This contract shall have one year period validity with four options of yearly renewal, provided both parties so agree. At the end of each annual period, JFC Naples C.O.T.R. shall provide the Contracting Officer with a service performance evaluation report, evaluating the quality of service rendered by the Concessionaire. If quality is positively evaluated, JFC Naples will exercise the option renewal. If the quality of service is not positively evaluated, JFC Naples will not exercise the option renewal and will terminate the contract.

SECTION A.6 FEES

6.0 Contractor shall pay JFC Naples - Morale Welfare Activity **€ 3.600,00** to be settled in three monthly installments of € 1.200,00 each, to indemnify JFC Naples MWA for the costs of utilities, cleaning and sports facilities. Payment will be executed by Concessionaire not later than the fifth day of each month of contract.

SECTION A.7 CONCESSIONAIRE FURNISHED ITEMS

7.0 The Concessionaire shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to manage and perform required services as defined in this Technical Specifications.

7.0.1 The Concessionaire shall ensure that all required materials and items are readily available for daily activity or use.

7.0.2 The Concessionaire shall assume responsibility and accountability for any and all property equipment/machines, spare parts and waste generated in performance of this contract. The Concessionaire shall ensure that all waste materials are removed from JFC Naples promptly.

7.0.3 The Concessionaire shall properly dispose of refuse, waste material, excess garbage, rubbish and hazardous materials as required outside JFC Naples at no cost to NATO.

SECTION A.8 DEFINITIONS

8.1 Administrative Contracting Officer (ACO).

A person appointed by the JFC Naples Contracting Officer (CO) who has overall responsibility to administer the contract at JFC Naples. This individual has the authority (within his or her contracting warrant), and based on specific delegated responsibilities, to obligate NATO. He/she will be the primary NATO contracting officer to facilitate day-to-day contract activities.

8.2 Contracting Officer Technical Representative (C.O.T.R.).

A person who is designated in writing by the Contracting Officer to be its authorised representative charged with the overall technical supervision of the contract and with measuring/monitoring Contractor performance.

8.3 As Directed, As Required, As Permitted, Approval, Acceptance.

Where these words or words of similar import are used, it shall be understood that the direction, requirements, permission, approval, or acceptance of a duly appointed NATO Contracting Officer is intended, unless stated otherwise.

8.4 As Shown, As Detailed.

Where these words or words of similar import are used, it shall be understood that reference is made to the drawings, tables, or narratives comprising this specification, unless stated otherwise.

8.5 **At no additional cost, at its expense, as required.**

Where these words or words of similar import are used, it shall be understood that the contractor shall not claim additional compensation after contract award for any applicable contract requirement. In context of these words, the Contractor shall consider all risk factors in meeting contract requirements, and apply/include appropriate costs in the bidding process.

8.6 **Clean.** Free of dirt, dust, spots, streaks, stains, smudges, litter, debris, and other residue.

8.7 **Contractor.** The term Contractor refers to both the prime Contractor and any subcontractors. The Contractor will be responsible for ensuring that his subcontractors comply with the provision of this contract.

8.8 **Contractor Property.** All property owned by, or leased to, the Contractor.

8.9 **Contractor Representative.** Person or persons designated by the Contractor to be his authorised representative.

8.10 **Maintenance.** Repair, replacement of parts, adjustment, alignment, preventive action to the extent necessary to ensure reliability of service, safety of operations, efficient operation of the equipment and premises, and prevention of unwarranted deterioration.

8.11 **Replace.** Replace is the removal of existing piece of material, equipment or system.



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-MWA-25-05

Summer Camp at JFC HQ Naples

The Price Bid shall be submitted on following Price Proposal format.

- Bidders may expand on the basic breakdown by adding sub-items as deemed necessary.
However, the basic presentation must not change;
- Bidders must note that partial bidding is not authorized;
- Prices shall be quoted in EURO using two decimal numbers.

Base Period [2025]

Work Item	Services Provided	Fixed Price
(a)	Fee for one week for each child	Euro_____
(b)	Fee for Registration and Kit	Euro_____
(c)	Total Offer (a+b)	Euro_____

Option Year #1 [2026]

Work Item	Services Provided	Fixed Price
(a)	Fee for one week for each child	Euro_____
(b)	Fee for Registration and Kit	Euro_____
(c)	Total Offer (a+b)	Euro_____

Option Year #2 [2027]

Work Item	Services Provided	Fixed Price
(a)	Fee for one week for each child	Euro_____
(b)	Fee for Registration and Kit	Euro_____
(c)	Total Offer (a+b)	Euro_____

Option Year #3 [2028]

Work Item	Services Provided	Fixed Price
(a)	Fee for one week for each child	Euro_____
(b)	Fee for Registration and Kit	Euro_____
(c)	Total Offer (a+b)	Euro_____

Option Year #4 [2029]

Work Item	Services Provided	Fixed Price
(a)	Fee for one week for each child	Euro_____
(b)	Fee for Registration and Kit	Euro_____
(c)	Total Offer (a+b)	Euro_____

- d. The following prices will not be considered for service awarding but will be integral part of the contract:

Cost for two weeks for each child (Euro) _____

Cost for one month for each child (Euro)_____

Cost for the entire period for each child (Euro)_____

SUMMARY PRICE PROPOSAL

**Provision and Organization of a Summer camp Service for MWA at JFC HQ
Naples**

Base Period	_____ Euro
Option Year (1) one	_____ Euro
Option Year (2) two	_____ Euro
Option Year (3) three	_____ Euro
Option Year (4) four	_____ Euro
TOTAL	_____ Euro

Date,

Stamp and Signature of Legal Representative