

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 26		
2. CONTRACT NO.		3. SOLICITATION NO. N33191-11-R-0405	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NO.	
7. ISSUED BY NAVFAC EUROPE AFRICA SOUTHWEST ASIA VIALE PORTO BOX 51 CAPODICHINO 80144,NAPOLI, ITALY TEL: FAX: +39 081 568 4342				CODE N33191	8. ADDRESS OFFER TO (If other than Item 7.) See Item 7. TEL: FAX:			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:		A. NAME Teresa Traettino Maurizio Caschera	B. TELEPHONE (Include area code) (NO COLLECT CALLS) +39 081 568 7731 +39 081 568 7725	E-MAIL ADDRESS teresa.traettino.it@eu.navy.mil maurizio.caschera.it@eu.navy.mil
---------------------------	--	--	---	--

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	13-18
	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	3-12	X	J	LIST OF ATTACHMENTS	19
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE	3	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	20
	F	DELIVERIES OR PERFORMANCE	4				
	G	CONTRACT ADMINISTRATION DATA		X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	21
	H	SPECIAL CONTRACT REQUIREMENTS		X	M	EVALUATION FACTORS FOR AWARD	22

OFFER (Must be fully completed by Offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	
		<input type="checkbox"/>	
16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		17. SIGNATURE	
		18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: _____ EMAIL: _____				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SUMMARY

<i>Legenda Acronyms and Definitions</i>	3
PART I	4
Section C Statement of Work, Descriptions and Specifications	4
Article 1. Object of the Contract.....	4
Article 2. Communication and Contract Modifications	5
Article 3. Conditions of the Supply	6
Article 4. Addition and Termination of Services	6
Article 5. Period of Performance. Extensions.....	7
Article 6. Unit Price of Supply.....	7
Article 7. Special Provisions	8
Article 8. Offer Conditions and Award Criteria.....	8
Article 9. Letters of references and Bank Guarantees.....	8
Article 10. Price and Conditions of Transportation Services and Additional Costs	8
Article 11. Reference Provisions	9
Article 12. Change in rates or terms and conditions for regulated services	9
Article 13. Taxes and duties.....	9
Article 14. Invoice and Payment.....	10
PART II	14
Section I Contract Clauses	14
Article 15. Joint Ventures Agreement.....	14
Article 16. Protest after award	14
Article 17. Termination for Convenience	15
Article 18. Termination for Default	15
Article 19. Failure to meet minor contract terms	16
Article 20. Force Majeure	16
Article 21. Contract Administration.....	16
Article 22. Non-Disclosure Agreement and Privacy Clause.....	17
Article 23. Gratuities.....	17
Article 24. Covenant against contingent fees.....	17
Article 25. Domicile of the Parties and Legal Jurisdiction	18
Article 26. Inconsistency between English and Italian language.....	18
Article 27. Disputes	18
Article 28. Assignment of Claims.....	19
Article 29. Alternative Dispute Resolution (ADR).....	19
Article 30. Data Universal Numbering System (DUNS) number – NATO Commercial and Government Entity (NCAGE) code, and Central Contractor Registration (CCR)	20
PART III	22
Section J List of Attachments	22
PART IV	23
Section K Representations, Certifications and other Statements	23
Section L Instructions, Conditions, and Notices to properly submit the Offer	24
Section M Evaluation Factors for Award	26

Legend Acronyms and Definitions

As used throughout this solicitation/contract:

Government stands for the Government of the United States of America (U.S.);

NAVFAC EURAFSWA stands for Naval Facilities Engineering Command Europe Africa South West Asia

Client stands for the U.S. Department of Defense (DoD), including Air Force, Army and Navy

Contracting Officer is the Government representative in charge for executing the supply contract on behalf of the Client

Offeror stands for a supplier that submits a proposal

Contractor stands for an Offeror awarded the contract

RFP stands for Request for Proposal

SF stands for Government's standard form; this acronym is followed by a number identifying what contract action the form is intended for

TEB stands for the Government Technical Evaluation Board that receives, accepts and evaluates the offers

ADR stands for the Alternative Dispute Resolution

AEEG stands for the Authority for the Electrical Energy and Gas established by Lx n. 481 14/11/95 and subsequent modifications;

Distributor stands for the Entity running the electrical distribution activity as per concession set by Italian Law;

Eligible Customer is the individual or legal entity authorized by DLg No. 79/99 to enter energy supply contract with any producers, distributors, wholesale dealers in Italy and abroad;

Delivery Point is defined as the interconnection with the competent Distributor's network identified through the 14-digit position number indicated in the Annex A1 for each account to be supplied;

Medium Voltage (MV) stands for delivery voltage at delivery points in the range 1 kV to 35 kV;

Low Voltage (LV) stands for delivery voltage at delivery points lower than or equal to 1 kV;

TERNA stands for the Italian Independent Transmission System Operator;

GME stands for the Electricity Market Operator;

Transportation or Distribution costs (transmission, metering and distribution items as defined in the resolution AEEG no.348/07 Allegato A "TIT" and subsequent modifications) stands for the cost for electric energy transportation obtained by applying the best tariff option offered by the local Distributors for a given user type;

Time Bands are defined as follows:

Tri-Band Structure: based on 3 hour bands named F1, F2 and F3 (F1: Peak hours, F2: Mid level hours, F3: Off-peak hours), as defined in Table 1 annexed to the resolution AEEG no. 181/06 and subsequent modifications;

Peak/Off-Peak Structure: based on 2 hour bands named P and OP (P: peak hours, defined as Monday through Friday, 08:00 to 20:00 ; OP: off-peak hours, defined as Monday through Friday, 20:00 to 08:00, plus all hours on Saturday and Sunday). Religious festivities, Civil, Public or National Holidays are not taken into consideration.

A and UC tariff items:

"A" items for general charges of the Electric Grid as defined in the resolution AEEG no.348/07 Allegato A "TIT" and subsequent modifications;

"UC" items for other additional costs as determined and applied by AEEG as defined in the resolution AEEG no.348/07 Allegato A "TIT" and subsequent modifications.

Multi-Site Customer stands for a single customer having **at least 50 different delivery points** to be supplied and invoiced separately.

ID Code is the identification code that we associate to each service; it is composed by the Line Item (see Table pag. 4) and the progressive number reported on the correspondent spreadsheet on the AnnexA1.

PART I

Section C Statement of Work, Descriptions and Specifications

Article 1. Object of the Contract

NAVFAC EURAFSWA is the Government agent delegated to procure electricity for the supply of DoD accounts located in Italy, amounting to 830 delivery points, for an estimated total consumption of **230,000 MWh/year**.

Delivery points details and estimated electric consumption are provided in Annex A1.xls, while the load profiles relevant to each account are provided in Annex A2.xls.

The Client is soliciting offers for supply and transmission of electricity and ancillary services for the following pertinent Areas:

Line Item	Pertinent Area	Reference Installation	Total # of Accounts	MV Accounts	Non-Domestic LV Accounts	Domestic LV Accounts	UDC	Reference Sheet of AnnexA1.xls
AF1	Friuli & others	Aviano Base	684	10	53	621	Enel Distr.& others	AF1-Oth, AF1-Hsg
AM1	Toscana	Camp Darby	91	4	2	85	Enel Distr.	AM1-Toscana
NV1	Campania & Lazio	NSA Naples	31	7	14	10	Enel Distr.	NV1-nonSicily
NV2	Sicily	NAS Sigonella	11	7	4	0	Enel Distr.	NV2-Sicily

Each Offeror can submit an offer for one or more Pertinent Areas; each Area is identified through the Line Item shown in the first column. An offeror can choose to submit one offer for only one Area.

The present solicitation procedure aims to select one or more supplier(s) to provide electricity to all or a group of the DoD accounts reported in the above table over the 12-month period January 1, 2011 - December 31, 2011, with the possibility of extending the contract duration to a maximum of 6 months upon Client request and bilateral agreement.

To this purpose the Client states:

- That all the Client's supply contracts are not subjected to any restriction that may prevent the awarded Offeror from starting the supply at the set date;
- That the Client does not have any obligations pending for the above 12-month period with previous supply, transportation and dispatching contractors;
- That the points of delivery as per Annex A1 are connected to the Distributor's grid in compliance with LD dated 16 March 1999, n. 79, article 9, and that these connections are adequately configured to meet energy requirements.

The account's identification data (ID code, name, address, max available power, POD code, supply voltage as well as main power and electricity consumption characteristics) are provided in:

- Annex A1: List of the delivery points with technical specifications (file AnnexA1.xls);
- Annex A2: Estimate of Electric Energy Consumption for each account or tipology of account (file AnnexA1.xls).

The Offeror shall specify in the technical offer:

- That it qualifies as an eligible customer (cliente idoneo) or producer in compliance with DLs 79/99 and LD N.73/07 (2003/54/CE) or that it possesses any other qualification authorizing it to meet supplier obligations;

- That in 2009 it supplied electricity to end users in the Free Market for a total quantity of at least 1,000 GWh/year. The number of end users and the volume of electricity totally supplied shall be provided in Annex B1
- That it supplied electricity to at least 3 multi-site customers in 2009 and/or 2010. An anonymous list of the offerors' top 3 multi-site customers with the relevant annual consumption data and number of sites shall be provided in Annex B1.

Joint Venture (JV) Offerors shall furnish with their proposal a notarized legal document that establishes the JV and all the documentation listed in Part IV Sec.K point 7.

In case of award, the Contractor is required to submit a bank guarantee in the amount specified in Annex B1 for each Area that it has been awarded. The bank guarantee, whose language is provided in Annex B3, shall be submitted not later than 12/14/2010 and shall be valid through the end of the performance period.

The Contractor shall establish the terms of contracts with TERNA, the local Distributor or other subjects involved in the supply management; in particular, the Contractor shall be responsible for electricity transport and dispatching contracts for each delivery point in accordance with the current provisions of AEEG.

The Client guarantees that it will issue all the necessary authorizations to draw the transportation and dispatch contracts on its behalf.

The Contractor shall designate at least **two** points of contact (a prime and a deputy) to be responsible for all the public relations with the Client. **The point of contact shall not be a Call Center.** Not later than 10 working days prior the contract becomes effective, the Contractor shall notify via email name, email address and telephone numbers of the designee(s) to the Client's points of contact shown in block 10 of the SF33 (first page). Should a designee be replaced, the Contractor shall notify the new reference data to the Client within 5 working days. Failure to provide points of contact will be addressed by the procedures in Art. 19

Article 2. Communication and Contract Modifications

Communication between the Contractor and Contracting Officer concerning the contract will be issued in a written format.

Contractors are required to address correspondence to:

Commanding Officer
NAVFAC EURAFSWA – AQ Dept. .
Viale Porto, Box 51 – Aeroporto Capodichino
80144 Napoli, Italia

In addition, Contractor shall copy the relevant Contract Specialist(s) delegated (see Art. 21) for the Area(s) included in the contract.

Contractor shall ensure that all contract correspondence addressed to the Client is submitted in both Italian and English.

Each modification to the present contract shall be performed through the bilateral modification of the Standard Form 30 (SF30 – Annex C1).

The Client shall issue an SF30 for the Contractor's countersignature. The Contractor shall return the SF-30 within 2 weeks upon receipt through email, and originals shall be mailed to the above address.

Article 3. Conditions of the Supply

The supply shall be continuous and non-interruptible.

As stated in the President's Executive Order No. 13423 section 2, dated 26 Jan 2007, **5% of the supplied energy shall be covered by RECS** (Renewable Energy Certification System - as defined by European Parliament Provision 2001/77/CE dated 27 Sep 2001 and for Italy ruled by GSE) upon final balance; the certification is due by February 2012.

The quantity of electricity under contract provisions is subject to ordinary variations due to different causes. However, this occurrence shall by no means represent a reason for failure to deliver nor justify any Contractor's claims against the Client.

The quantities of supplies or services specified in the Annex A2 are estimates only and are not purchased through this contract. The Contractor shall not request any revision to prices if, at the completion of the billing month, consumption resulted in lower usage than the Client's estimate. At the same time, should consumption be higher than estimated, the Client shall not request any discount at the completion of the billing month.

For each delivery point through the duration of this contract, the Contractor shall make the following available to the Client by the 10th of every month (this is subject to the data submission from the Distributor) through a **secure Website** using a personal password:

- hourly and/or 15-minute consumption data in table format
- hourly and/or 15-minute consumption data in graph format
- monthly summary demand and consumption data for all the calendar months preceding the current month (optional)

Failure to meet these terms will be addressed by the procedure in Art. 19

The Client agrees to purchase and pay for the total quantity supplied by the Contractor as recorded by the Distributor's official meters at the agreed contract prices.

Payments will be performed, unless differently agreed upon by the Parties, via bank transfer through the proper Payment Offices as listed in Art. 14.

Article 4. Addition and Termination of Services

Under this contract the Client is entitled to request delivery of electricity to additional service points. The service will start on the first day of the month following the 30-day period required as advance notice for supplying a new account in compliance with the dispatching and transportation regulations. In such event, the Client shall acknowledge the addition through the bilateral execution of a modification including the new facility's electric requirements.

Under these contract provisions the Client is entitled to request the termination of the supply to any delivery point starting from the 1st day of the second month following the request. The Client shall execute a contract modification to acknowledge the termination.

The Contractor shall accept these changes keeping the same contract prices and conditions of the current contract, provided that such changes do not cause a global variation of the annual consumption exceeding 5% of the total contract volume.

The Contractor shall show evidence of timely actions to process requests for power increases, new activations, contract transfers, terminations etc. by forwarding a copy of the relevant application/correspondence submitted to the agencies concerned, such as the Distributor, the Grid or other appropriate agency, within 5 working days from issuance. Failure to meet this requirement will result in the action described at Art.19.

Article 5. Period of Performance. Extensions

The contract performance shall begin on January 1, 2011 at 00:00 through December 31, 2011 at 24:00. Contract will automatically expire at the end of the performance period.

Renewal of this contract is excluded.

The Client may request extension of performance, one or more times, at the contract price condition and in accordance with the existing contract terms and provisions, for a total additional performance period not to exceed six months. If the Contractor declines to extend at the existing price, a new price for the extension can be negotiated by the parties.

Extension of the contract must be accomplished through a bilateral modification.

Failure to agree will result in expiration of the contract at the end of the set performance period.

Article 6. Unit Price of Supply

For each pertinent Area chosen, the Offeror shall submit a pricing offer, called “**Base Offer**”, stated as follows: :

- A Firm Fixed Price per MWh consumed through the entire performance period applicable for each point of delivery specified in Annex A1. This price, in €/MWh, can be diversified according to Time Bands described in the Legend and/or Areas of supply as grouped in the table at Art. 1.

In addition, the Offeror may propose a “**Block Offer**”:

- A Firm Fixed Price per MWh consumed for each point of delivery specified in Annex A1 and for the whole period applicable **only in case the Offeror is awarded all the supplies** for all the Areas included in this solicitation,. This price, in €/MWh, can be diversified according to Time Bands and Areas as indicated in Annex A1 and expressed as a percentage discount on the “Base Offer” price.

The prices shall not include:

- grid losses or other costs for transportation and dispatching or taxes
- transmission, capacity, ancillary services, applicable Terna fees (all retail supply costs)

The prices shall include

- costs associated with the application of the 2003/87/CE Directive “Emissions Trading” on GHG emissions
- imbalance costs and any other dispatch costs related to scheduling of deliveries
- costs relevant to holding the necessary authorizations, in accordance with current legislation, on behalf of the Client to purchase transportation rights, production capacity at national level (for instance CIP 6 energy)
- costs relevant to the achievement and release of RECS certification to cover 5% of the total consumed energy. Possible requests for additional quantities will be considered through bilateral negotiation;
- costs associated with PCV (Marketing and Selling Price) as defined in the resolution AEEG no.349/07 “TIV” and subsequent modifications.

The Offeror shall have the right to apply only the tariff items related to the Free Market.

Article 7. Special Provisions

For each point of delivery specified in Annex A1 equipped with a meter unable to record energy consumption on an hourly basis (non-hourly meter), it is understood that the unit price to be charged is a single rate obtained as the weighted average of per-band prices, based on the consumption shares expected to fall under each time band as reported in the Annex A2. In the event that for these points of delivery the hourly consumption data is not available, and that the awarded supply price is based on a two-hour band mechanism (P-OP), the total consumption (i.e. sum of the three bands F1, F2, F3), will be considered and the unit price in the bill will be calculated as explained above. Instead, in the event that the accepted offer is based on the tri-band structure F1, F2, and F3, for the LV sites for which hourly data is not available but only the total aggregate by each band F1, F2, and F3, the corresponding contract prices shall be applied to each band.

In case an hourly meter is installed in the course of the performance period, the Contractor shall charge the same unit price applicable to the other delivery points equipped with hourly meters, starting from the first day of the month following the installation of the hourly meter.

Article 8. Offer Conditions and Award Criteria

Receipt of Offeror's Technical and Pricing Offers for **all** Areas are due as described in Part IV Sec. L

The Offeror shall submit a Pricing Offer in accordance with Art. 6.

The award criterion is described in Part IV Sec.M.

A Block Offer will only be awarded if it results as being the best offer submitted for each Area, in addition to being the best offer on the whole.

Article 9. Letters of references and Bank Guarantees

In order to participate in the present Solicitation, the Offeror shall submit two letters of proper bank references issued by two different credit institutions or brokers authorized, as per Italian Decree 385/1993. Such bank references shall state the Offeror's financial capability to obtain the required bank guarantees in case of award of one or more Areas of supply.

The Offeror awarded one or more Areas of supply will be required to sign and submit a bank guarantee (the text is provided in Annex B3 for the amount determined in Annex B1) by December 14, 2009.

The bank guarantee will be valid through December 31, 2011 and will be payable on a written first - demand basis. This demand will occur if the contract is terminated in accordance with Article 18.

Article 10. Price and Conditions of Transportation Services and Additional Costs

In accordance with current legislation, the Client will formally authorize the Contractor to sign the transportation contract with the Distributor on its behalf (including transmission, metering and distribution services).

The Contractor will invoice the Client the transportation service with no additional charges and will provide as many details on the supply as provided by AEEG on transparency and invoicing matter.

Article 11. Reference Provisions

The regulation of electricity in Italy, to include supply, transportation and distribution, will be governed by the Italian Civil Code. Rules and regulations implemented by TERNA, AEEG and other governing bodies, for the purposes of electricity regulation shall be adhered to and strictly enforced.

For the issues not explicitly provided for in the contract the Client and Contractor agree to accept the provisions contained in the AEEG resolutions and in the Italian Civil Code.

Article 12. Change in rates or terms and conditions for regulated services

In the event that rules and regulations issued and enforced by regulatory bodies should affect the supply contract terms the Client and Contractor will negotiate integrative clauses or modifications on the basis of their mutual interests in order to comply with the requirements within 60 days from one Party's request to the other Party.

Within the same 60 days, should one of the Parties desire to terminate the contract, it can do so without charge by means of registered mail ("Raccomandata A.R.") to the other Party, with at least 30 days advance notice. In case the 30 days fall prior to the end of the month the service period will continue until the end of that month.

Failure of either party to agree on the impacted rules and regulations will be resolved through ADR.

Article 13. Taxes and duties

The Contractor represents that the contract price, including the prices in subcontracts awarded under this contract, do not include taxes of which the Client is exempt.

The Client is exempt from payment of "Value Added Tax" (IVA) tax in accordance with Article 72 of the IVA Decree 633/72 implementing decree on all supplies and services sold to the United States Military Commands in Italy.

(I) The Contractor shall include the following information on invoices submitted to the Client:

- (i) The contract number.
- (ii) The IVA tax exemption claimed pursuant to Article 72 of Decree Law 633, dated October 26, 1972.
- (iii) One of the following **fiscal codes**, as pertinent:

Navy:	80156020630
Army	80028250241
Air Force	91000190933

(II) The Contractor may address questions regarding the IVA tax to the Ministry of Finance, IVA Office, Rome, Italy, ph. +39 06 520741.

In addition to the IVA tax, the Client is exempt from paying taxes, duties, stamps, and any other burden of taxation, as per Law N.427/93 art.66, D.Lgs. 504/95 art.17 and D.Lgs. N.26/07 art.52.

In accordance with these provisions, the Client declares that it is solely responsible for the charges due for the supplies included in this contract and that these supplies are necessary to perform the U.S. Armed Forces's institutional mission.

The contract price includes all applicable local taxes and duties in effect at contract signing.

After-imposed local tax, as used in this article, means any new or increased Local excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced, or whose computation was later changed during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax, other employment taxes, or income tax. The contract price shall be increased by the amount of any after-imposed Local tax, provided the Contractor warrants in writing that no amount for such newly imposed Local excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

After-relieved local tax, as used in this article, means any amount of Local excise tax or duty, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date. The contract price shall be decreased by the amount of any after-relieved local tax.

Article 14. Invoice and Payment

The Contractor may only invoice for charges allowed under the terms and conditions of this contract.

Invoices shall be issued on a monthly basis with the exception of the services included in the lists in AnnexA3.xls (inclusive list/sheet AF1-Hsg) and referred to domestic use, for which the invoices shall be issued on a bi-monthly basis. Awardees shall consider the list of pertaining area as awarded.

Invoices shall be issued to the Client by the 20th day of the month following the supply month.

All expenses relevant to invoicing, including stamps and mailing costs, shall be the Contractor's responsibility and shall be included in the offered price. In case these costs should be reported on the invoice, the Client will deduct them from the bill payment without generating any right for the Contractor to claim for the missing amount.

On a monthly basis the Contractor shall submit the invoice and a copy of the transport bill issued by the Distributor if available or alternatively a copy of the spreadsheet reporting the detailed transport costs for all the accounts.

All invoicing shall be based on metered quantities at the service point for each account.

In the event the Distributor has not communicated a monthly meter reading on an account, or for any other reason the monthly meter reading at the conclusion of that month is not available, the Contractor shall ensure invoices are issued and received by the Client by the 20th of the month following the supply month on the basis of the estimated monthly consumption as per AnnexA2.xls, column "Electrical Energy Consumption Monthly Forecast". Any and all estimated bills shall be "trued up" on the first billing cycle after the Distributor bill is made available.

If feasible, agreements may be reached with the Contractor to have the invoicing based on the self-readings monthly provided by the Client when the Distributor's information is missing.

In case any undue charge is invoiced by the Contractor and paid by the Client, the money paid in excess shall be reimbursed through crediting the amount on the relevant account in order to be balanced with the following bill(s). Should this be unfeasible due to contract expiration, the credit claimed by the Client shall be reimbursed through a check addressed to the U.S. Treasury.

The Contactor shall NOT issue credit notes as the Client cannot accept credit notes under any any circumstances.

Monthly bills will comply with transparency regulations recommended by AEEG, in particular in the resolution no.152/06 and subsequent modifications applying also to medium voltage users in the Free Market.

The payment of invoices will be made within 45 calendar days upon receipt through e-mail of a proper invoice by the office designated whose email addresses are provided below.

In case of delayed payment over the said term, the due amount will be increased by the legal interest rates and later by the interests on the delayed payment in accordance with the law.

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available, as described at Art 13.

In case the Client detects errors or inaccuracies in the invoices and gives written notice to the Contractor, such invoices will be put on hold until the issue is settled and no charge for late payment will be considered.

1. **Submission of Invoices**

The accounts listed in different spreadsheets of Annex A1 shall be addressed to different competent offices as indicated below:

(i) The Contractor will submit their paper invoices to the following addresses:

For accounts other than housing in Aviano area (AF1-Oth):

31CES/CEO - Area C USAF
Attn: Mr Mauro Bomben
Via Aeroporto, 33081 Aviano (PN)

For Housing accounts in Aviano area (AF1-Hsg):

31st CES/CEH - Ufficio Alloggi
Via Pordenone, 89
33081 AVIANO - PN

For Camp Darby area (AM1):

U.S. Army Garrison Livorno
DPW Utilities Div. - Unit 31301, Box 56
Camp Darby - 56128 Tirrenia (Pisa)

For NSA Naples area (NV1):

U.S. Naval Support Activity Naples
PWD Realty Box 22
Via F. Ruffo di C. - 80144 Napoli

For NAS Sigonella area (NV2):

U.S. Naval Air Station 2 Sigonella
Public Works Officer - Budget Dept.
S.P. 69/11- Sigonella, 95121Catania

(ii) In addition to the paper invoices sent through the regular mail service, **the Contractor shall email a pdf version of the invoices** to each individual identified at the following addresses:

For accounts other than housing in Aviano area (AF1-Oth):

Mauro Bomben mauro.bomben@aviano.af.mil
Lorenzon Daniela daniela.lorenzoni@aviano.af.mil

Antonella Bortoli antonella.bortoli@aviano.af.mil

For Housing accounts in Aviano area (AF1-Hsg):

Maria Bertoli maria.bertoli@aviano.af.mil
Cristina Corona cristina.corona@aviano.af.mil
Antonio Saponaro antonio.saponaro@aviano.af.mil

For Camp Darby area (AM1):

Graziano Del Maestro graziano.del.maestro@EUR.army.mil
Massimo Salvadorini massimo.salvadorini@EUR.army.mil

For NSA Naples area (NV1):

Linda Baldan linda.baldan.it@eu.navy.mil
Luca Guadagnuolo luca.guadagnuolo.it@eu.navy.mil
Nicola Tortorella nicola.tortorella.it@eu.navy.mil

For NAS Sigonella area (NV2):

Michele Calí michele.cali@eu.navy.mil
Del Renken del.renken@eu.navy.mil
Cynthia Mink cynthia.mink@eu.navy.mil

Invoices shall be grouped per area and sent in a single email (as per previous list and Attachment AnnexA1.xls). In the case that email and attached file exceeds the size of 5MB, the email shall be divided into multiple emails (clearly labeled "1 of n, 2 of n, etc) each one of approximately 5MB or less.

- (iii) The official receipt date will be the date the invoices are emailed to the respective points of contact.
- (iv) In addition to the single bills, per each Area a **Summary Invoice** sheet printed on letterhead shall be forwarded to the same addressees in point (ii); such a summary, **dated and numbered**, shall show the list of invoices issued on the same date, including the relevant amounts, account POD codes, account ID codes, invoice numbers, billed quantities (metered or estimated) and the total amount at the bottom. Separate summary invoices sheets will be forwarded for those supplies that are referred to domestic use and that are billed on a bi-monthly basis.
- (v) **The list of invoices will follow exactly the order of the ID Codes. Any change or different grouping can be made by writing by the Client with adequate advance notice. If such change or different grouping is made by the Client, the Contractor will follow exactly this new order.**
- (vi) The Summary Invoice shall include the contract number, the unit price set by the contract, the name, title, phone number, email and mailing address of the person to be notified in the event of a defective invoice or any other clarifications regarding billing. Furthermore a note stating that the list summarizes what was invoiced in the single bills issued per each account and that the total on the bottom corresponds to the sum of the listed amounts separately billed shall be inserted. Such a total amount will be payable as a lump sum making reference to the Summary number. A template for this Summary Invoice is provided as **Annex C2**.
- (vii) One or more separate summary sheets may be provided for domestic accounts if this is more adequate or convenient.
- (viii) In the case that the invoice file is unable to be sent electronically via email in PDF format because of server size limitations or any other serious technical problem, the invoice file may be sent, in electronic format (preferably on a CD or DVD) via courier, express mail

or a similar mail service. If alternative method of delivery is used, the Contractor will provide notice to the Client regarding this alternative method. The alternative method of delivery must ensure that the mailing is made within the working day following the date of the invoice. The date the package is received by the U.S. Government will be considered the official receipt date.

2. Payment of Invoices.

The payment of the invoices will be made by the following Offices within 45 calendar days upon receipt of a proper invoice.

For Aviano Base area (AF1):
Defense Finance and Accounting Service (DFAS)
Limestone Field Site
27 Arkansas Road
Limestone, Me 04751-1500 - USA

For Camp Darby areas (AM1):
Finance Commercial Account
Caserma Ederle, USAG VICENZA, Italia
Monica Andreazzi monica.andreazzi@eur.army.mil

For NSA Naples and NAS Sigonella areas (NV1 & NV2):
Commercial Bill Paying Office
Naval Support Activity, Napoli, Italia
Roberto Balsamo roberto.balsamo.it@eu.navy.mil

The Contractor is required to provide the Client with the information required to make payment via bank transfer. Within 15 working days after award, the Contractor shall email this information directly to the points of contact shown in block 10 of the SF33 (first page) with copy to the Contracting Officer.

The Contracting Officer may determine that another method of payment is appropriate for an Area of supply. The details of payment methods will be agreed at the time of notification.

The Contractor is required to promptly notify the Contracting Officer of any change affecting the way the payment of invoices must be performed.

The Client is not required to submit any deposit, bank or insurance guarantee.

PART II

Section I Contract Clauses

Article 15. Joint Ventures Agreement

Joint Ventures (JV) in possession of the proper legal authority can participate in this solicitation.

The JV Agreement shall take effect upon the submission of the proposal and remain irrevocable for one (1) year after the work has been finally inspected and accepted by the Client.

JV Offerors shall furnish with their proposal a notarized legal document that establishes the JV. The Joint Venture Agreement shall include, at a minimum, the documents listed in Part IV Sec.K point 7.

The Client reserves the right to review the actual Joint Venture agreement to determine its basis and compliance with the applicable laws. Any internal agreements affecting the internal composition of the existing Joint Venture and its potential liabilities in relation to the contract (bonds, insurance, etc) will be sent to the Contracting Officer to provide notice of the same.

Any change in the composition of the JV will require the JV to formally request a Novation Agreement, which will be approved/disapproved at the discretion of the Contracting Officer.

The financial responsibility relevant to the bank guarantees shall be evenly shared among the members independently from the performing percentages. The bank guarantee MUST be in the name of all joint venture members.

Article 16. Protest after award

This clause makes reference to FAR Parts 32 & 33. It is possible to go to the full text on the website <http://farsite.hill.af.mil/power.htm>.

- (a) "Protest" means a written objection by an interested party to any of the following:
- A solicitation or other request by an agency for offers for a contract for the procurement of property or services.
 - The cancellation of the solicitation or other request.
 - An award or proposed award of the contract.
 - A termination or cancellation of an award of the contract, if the written objection contains an allegation that the termination or cancellation is based in whole or in part on improprieties concerning the award of the contract.
- (b) "Interested party for the purpose of filing a protest" means an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.
- (c) Upon receipt of a notice of protest or a determination that a protest is likely, the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately 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.
- (d) Upon receipt of the final decision in the protest, the Contracting Officer shall either--

- Cancel the stop-work order; or
 - Terminate the work covered by the order as provided at Articles 16 and/or 17 of this contract.
- (e) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--
- The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.
- (f) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Client, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (g) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (h) The Client's rights to terminate this contract at any time are not affected by action taken under this clause.
- (i) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Client pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Client may require the Contractor to reimburse the Client the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Client may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Client.

Article 17. Termination for Convenience

The Client has the right to unilaterally terminate the contract with a 3-month advance notice.

The Contractor has the right to unilaterally terminate the contract by giving the Contracting Officer a 6-month written advance notice.

The party that terminates the contract shall pay a fair compensation of provable irretrievable costs afforded or to be afforded by the other party until the set contract expiration.

Article 18. Termination for Default

The Contracting Officer, on behalf of the Client, can terminate the contract by expressly giving the Contractor a written notice by registered mail, should the Contractor be involved in any of the following situations:

- liquidation procedures;
- interruption or temporary suspension of the activity;
- failure to abide by one or more contract obligations without engaging in remedial actions wherever possible in the 30 days following receipt of the notification;
- failure to provide a bank guarantee in accordance with Art.9

Article 19. Failure to meet minor contract terms

Minor contract term is a term that, if not observed, is judged insufficient to result in the termination for default.

In case the Contractor fails to meet some minor terms of the present contract and the Client notifies such failure in writing, the Contractor is given 15 working days to solve the issue or to show evidence of a justified reason for the failure. If the problem persists without justification, the Client will record the failure in the past performance file for evaluation in future competitions.

Article 20. Force Majeure

No Party shall be liable for any failure to perform its obligations when such failure is a result of acts of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), invasion, sovereign act of foreign nations, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, sanctions, blockage, embargo, labour dispute, strike, interruption or failure of electricity due to a third party (TERNA) or legislative provisions which make it impossible to fulfil their obligations.

Upon the occurrence of a Force Majeure, the party affected by the Force Majeure shall notify the other party in writing of the commencement of the Force Majeure.

Where a Force Majeure continues for a period of 90 days, the party affected by the Force Majeure may, by written notice to the other Party, terminate this agreement.

Article 21. Contract Administration

NAVFAC EURAFSWA has the right to delegate the partial or total contract administration authority to other U.S. Government entities.

The contract will be administered by an authorized representative of the Contracting Officer.

In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Client, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract.

The authorized representative as indicated hereinafter

1. The Contracting Officer's Representative (COR) will be designated per each Area by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required herein, and should be contacted regarding questions or problems of a technical nature regarding the assigned Area.
2. The Contract Specialist designated per each Area will be the Administrative Contracting Officer's representative on all other contract administrative matters regarding the assigned Area. The Contract Specialist should be contacted regarding all matters pertaining to the contract.

US Army and US Air Force will officially designate their nominees for each Area concerned before the contract is awarded.

Written notice of the above designations will be provided by the Contracting Officer to the Contractor within 2 weeks upon the contract award.

Article 22. Non-Disclosure Agreement and Privacy Clause

Through the duration of the contract the parties agree not to divulge information regarding the contract, except for data and information that need to be made known to third parties in order to perform or complete the obligations under contract terms and conditions.

In compliance with Decreto Lgs n. 196/03 data treatment is authorized for contract purposes only.

Article 23. Gratuities

The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the Client determines that the Contractor, its agent, or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Client and intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(a) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(b) If this contract is terminated under paragraph (a) of this article, the Client is entitled--

- (1) To pursue the same remedies as in a breach of the contract; and
- (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the Client. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(c) The rights and remedies of the Client provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

Article 24. Covenant against contingent fees

The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Client shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

"Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain U.S. Government contracts nor holds itself out as being able to obtain any U.S. Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain U.S. Government contracts nor holds out as being able to obtain any U.S. Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a U.S. Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a U.S. Government employee or officer to give consideration or to act regarding a U.S. Government contract on any basis other than the merits of the matter.

Article 25. Domicile of the Parties and Legal Jurisdiction

The legal domicile for service of process is the Contractor's legal place of incorporation. The legal domicile for the U.S Government is defined as by the Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters of 1965.

In the event disputes should arise between the Parties concerning interpretation, performance, validity efficacy and resolution of the contract, the parties agree to solve the dispute through the alternative dispute resolution (ADR) as described in Art. 29.

The exclusive legal jurisdiction for any dispute on this contract that cannot be solved through ADR is the Court of Rome, Italy.

Article 26. Inconsistency between English and Italian language

In case of inconsistency or ambiguity between the contract terms expressed in English and Italian languages, Italian shall control.

Article 27. Disputes

Except as otherwise provided by the Italian Law, all disputes arising under or relating to this contract shall be resolved under this clause.

Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a Claim. The submission may be converted to a Claim, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

A Claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Client against the Contractor shall be subject to a written decision by the Contracting Officer.

When submitting any Claim, the Contractor shall provide the certification specified below:

"I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor".

For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over

\$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit.

If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Client is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

The U.S. Government shall pay legal interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim; or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, interest shall be paid from the date that the Contracting Officer initially receives the claim.

The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

Article 28. Assignment of Claims

- (a) No claims for monies due, or to become due, shall be assigned by the Contractor unless:
 - Approved in writing by the Contracting Officer;
 - Permitted by the laws and regulations of the Contractor's country;

- (b) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall—
 - Identify the assignee by name and complete address; and
 - Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

Article 29. Alternative Dispute Resolution (ADR)

Any controversies arising in connection with the validity, interpretation, performance or termination of the Contract, which cannot be solved by direct agreement between the Parties, will be deferred to standard Italian arbitration, save opposition by one of the Parties.

The Board of Arbiters is made up of three Arbiters, one each designated by the Contractor and by the Client respectively, and the third one, who will act as President, will be designated by the first two arbiters or, should they fail to find an agreement, by the President of the Court of Appeals of Rome, upon submission of a request by one of the Parties.

The Party desiring to send a controversy to arbitration must send a written request to the other Party, including a list of the disputed matters and the name of its designated arbiter.

It is understood that if during the following 30 days the other Party fails to respond with a similar document listing its disputes and its designated arbiter, the request for deferral to arbitration will be considered rejected.

Article 30. Data Universal Numbering System (DUNS) number – NATO Commercial and Government Entity (NCAGE) code, and Central Contractor Registration (CCR)

This clause makes reference to FAR 52.204-6 Data Universal Numbering System (DUNS) Number, and DFARS 252.204-7004, Central Contractor Registration.

FAR 52.204-6 Data Universal Numbering System (DUNS) Number (Apr 2008)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and ZIP Code.

(iv) Company mailing address, city, state and ZIP Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

DFARS 252.204-7004, Central Contractor Registration. (SEP 07)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the U.S. Government.

“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (2) The Contractor’s CAGE code is in the CCR database; and
- (3) The U.S. Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service, and has marked the records “Active.” The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.

PART III

Section J List of Attachments

The Solicitation and all Annexes, can be downloaded, after registration, as excel and pdf format files respectively from the following website:

<https://euro.neco.navy.mil/login.aspx> (*)

Annex A: DoD Electricity Accounts to be supplied ()**

- Annex A1: List of the Delivery Points and relevant Technical Specifications
- Annex A2: Estimate of Electric Energy Consumption and Load Profiles for each account or typology of account to be supplied.
- Annex A3: Lists of the Delivery Points to be billed on bi-monthly basis (see Art. 14)

Annex B: Offer Submission Forms

- Annex B1: Technical Offer Data Form
- Annex B2: Firm Fixed Price Form
- Annex B3: Bank Guarantee Language

Annex C: Other Forms

- Annex C1: Standard Form 30
- Annex C2: Template of Summary Invoice

(*) Once registered the user will receive a password from necoresp@ahf.nmci.navy.mil; the password is required to login and view the posted Pre-Solicitations (by clicking on Synopsis Database in the dark blue strip on the top screen, and inserting the UIC N33191) or Solicitations (by clicking "Business Opportunities" on the light blue strip below the dark blue one).

REGISTRATION INSTRUCTIONS

Double click on "Request Registration"

Fill the Preliminary Vendor Registration Form (select YES on the box "NAVFAC EURAFSWA Vendor" and do not miss your Postal Code). Click continue at the bottom when done.

Fill the Daily Email Customization Form (select "N33191" for the Command/Site, "99 Miscellaneous" for the Federal Stock Code (Supply) and "S" for Federal Stock Code (Service)) then click on Submit at the bottom of the page.

Click OK on the following Window.

(**) Some details may be subject to revision up to the date of award. Possible mods shall be executed through contract amendments

PART IV

Section K Representations, Certifications and other Statements

1. Standard Form 33

It is the first page of this solicitation. The Offeror is required to fill out blocks 15A, 15B, 15C, 16, 17 and 18 in both the English and Italian versions. This implies that the Offeror accepts all the contract terms described further on.

2. Representations

- Representation of names and job titles of the persons authorized to negotiate on behalf of the Offeror in connection with this request for proposals or quotations.
- Statement that the Offeror is qualified as “cliente idoneo” or producer, in compliance with DLgs 79/99 or that it possesses any other qualification authorizing it to meet supplier obligations.
- Statement of the total energy supplied to end users in the free market during calendar year 2009
- Statement that the Offeror has supplied energy to at least 3 multi-site customers during year 2009 and/or 2010

3. Certification

- Copy of Italian ID of the corporate officials signing
- “Anti-Mafia Certificate”, i.e. “Nulla Osta” listed in the Chamber of Commerce Certificate or alternatively self-declaration under Article 2, paragraph 10 of Law 191/98. In the latter case, if the Offeror is awarded one or more lots, the Chamber of Commerce Certificate containing also the “Nulla Osta” (Anti-Mafia Certificate) will have to be submitted by 14/12/2010. The “Anti-mafia certificate” does not have to be translated into English.

4. Annex B1

This is the scheme of data to be provided. It must be duly filled in and signed.

5. Letters of references

Two letters issued by two different credit institutions stating the good financial status of the Offeror as described in Art. 9.

6. Representations for JV Offerors

The Joint Venture Agreement shall include, at a minimum, the following:

- Name of firms that form the Joint Venture and the name of the Joint Venture
- Name and title of the corporate officials signing in behalf of each party
- Solicitation number
- Description of the responsibilities in terms of work category for each member (for example: Firm A performing 100% of C-2-d) that sufficiently demonstrates how the joint venture meets the classification requirements of this solicitation.
- The statement "The composition and structure of the Joint Venture will remain unchanged from award to one (1) year after the work has been finally inspected and accepted by the U.S. Government."
- Date of issuance of the agreement and notarized signature of the corporate officials signing in behalf of each party.

7. Annex B2

Rate scheme to be filled out with the prices of the Base Offer and Block Offer.

8. Bank Guarantee

Bank guarantee valid through December 31, 2011 and payable upon a written first-demand basis to be submitted only in case of award not later than December 14, 2009. The amount relevant to each Area is specified in Annex B1 the language is provided in Annex B3.

Section L Instructions, Conditions, and Notices to properly submit the Offer

Offers submitted for this solicitation can be in Italian and English language.

The Offers shall be emailed to **both** the addresses: teresa.traettino.it@eu.navy.mil and maurizio.caschera.it@eu.navy.mil

In order to make sure that the offer electronic transmission went through it is recommended to request and hold a delivery receipt to our server.

Data Universal Numbering System (DUNS) number – NATO Commercial and Government Entity (NCAGE) CODE, and CENTRAL CONTRACTOR REGISTRATION (CCR) (see Art. 30)

The U.S. Government requires an offeror to have a current DUNS number, NCAGE code, and register in the CCR prior to submitting a bid/award of a contract with the US Government. It is the responsibility of the offeror to comply and register.

INSTRUCTIONS TO OFFERORS FOR OBTAINING: DUNS # -NCAGE CODE and CCR:

If you currently do not have a DUNS, NCAGE, or CCR registration, information is provided below to assist you.

(1) DUNS number:

Please take these steps to receive a DUNS number:

1. Go to <http://fedgov.dnb.com/webform>
2. Click "Begin DUNS Search"
3. Choose your country and fill out a short form.
4. D&B will list up to 3 matches. If your entity is not listed, choose "request new DUNS" and continue from there.

D&B generally responds to each web form submittal within 24-48 hours.

(2) NCAGE CODE:

If you are other than a US company please register for a NCAGE Code:

To obtain a NATO CAGE code, you must go to <https://nmcrplus.namsa.nato.int/AC135Public/scage/CageList.aspx> and fill in all the required information.

After you've received your DUNS number and NCAGE Code, please wait 24 hours to register in CCR.

(3) CCR:

To begin your CCR registration, go to www.ccr.gov and click "Register in CCR" and then "New" on the next page. You must have your DUNS and NCAGE codes to register in the CCR.

Once you have obtained your DUNS number, NCAGE code, and registered in the CCR indicate your DUNS number and NCAGE Code in Block 15A of Standard Form 33.

Technical and Pricing Offers

Receipt of Offeror's Technical (Annex B1 and Documents) and Pricing Offers (Annex B2) for **all** Areas are due as follows:

TECHNICAL OFFER (required by all Offerors intending to offer on any line item)

Due by 14:00 Italy time, (GMT + 1 Hour) on November 8, 2010:

1. SF33 (duly filled and signed)
2. Representations
3. Certifications
4. Annex B1 (filled and signed)
5. Guarantee Letters from Two Banks
6. Joint Venture Representations (only for the JV)

The TEB will check the Technical Offer in order to verify it is complete and correct. A possible notification of non-acceptance will be emailed to the concerned Offeror(s) by 16:00 (GMT+1) on 11 Nov 2010. All acceptable Technical Offers will receive positive response by email.

PRICING OFFER (Annex B2)

The Offeror shall submit a Pricing Offer as per Art. 6.

The Price Offer can be submitted only by the Offerors whose Technical Offer has been accepted. An Offer can be submitted for either one or more different supply Areas to be supplied (as per Art.1: AF1, AM1, NV1, NV2).

The Offerors shall provide duly filled out and signed copies of all amendments of solicitation (SF 30 – Blocks 8, 15a, 15b and 15c) together with their pricing offer.

The pricing offer is **due** by **14:00 Italy time (GMT + 1 hour)**, on **November 18, 2010**. All and only Offers received via email within this time will be accepted.

Offers not complying with said solicitation criteria will not be accepted.

The contract will be awarded by 16:00 Italy time on November 23, 2010.

The awardees will be promptly notified via email; afterwards the complete documentation, to be returned countersigned, will be sent via registered mail.

Within 15 working days after award the awarded Offeror(s) shall provide complete information required to perform payment via bank transfer as described at Art.14.

The Offeror awarded one or more supplies will have to sign and submit a bank guarantee - the text of which is reported in Annex B3 - in the amount determined in Annex B1 for the awarded Area, by December 14, 2010.

Failure to submit the required Bank Guarantee shall cancel the contract and the award shall be assigned to the Offeror that offered the second best price for the Area.

Section M Evaluation Factors for Award

The award criterion is the Lowest Price Technically Acceptable.

The TEB will examine the technical offers in order to verify they are complete and correct. Notification of non-acceptance, if necessary, will be emailed to the Offeror by 11 Nov 2010.

The Price Offer can be submitted only by the Offerors whose Technical Offer has been accepted.

To compare the pricing offers, the TEB will calculate the annual total amount per Area resulting from the expected consumption as provided in Annex A2, on the basis of the applicable unit prices per time band.

The successful offeror per each Area will be the one offering the price determined to be the lowest total amount, determined by multiplying time band unit prices by energy consumption expected in the relevant time band, then adding the results of the different time bands.

A contract can be awarded to the same Offeror for one or more Areas.

A Block Offer will only be awarded if it results as being the lowest offer submitted for each Area, in addition to being the Lowest Price on the whole.