

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 12
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 23-Sep-2016	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY NAVFAC EUROPE AFRICA SOUTHWEST ASIA PSC 817 BOX 51 FPO AE 09622-0051	CODE N33191	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. N33191-16-R-1048	
		X	9B. DATED (SEE ITEM 11) 26-Aug-2016	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) N33191-16-R-1048 Electrical Power Distribution, Rota, Spain The purpose of this amendment is to answer pre-proposal inquiries. See continuation pages. The proposal due date changes from 3 October 2016 at 0800 Central European Time to 3 October 2016 at 1000 Central European Time.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL:	EMAIL:	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		23-Sep-2016

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

PRE-PROPOSAL INQUIRIES

Question 1: DATE TIME TO SEND PROPOSAL: 3 October 2016, 8:00 a.m.

Central European Time (CET) We don't know if we are supposed to submit both our Technical factor requirements and Price Offer BEFORE that date/time, or we can do it during that morning (you specify "by" but nothing else)

We would like to confirm that the hour CET is the same that CEST (summer time+1), and in that case, the same hour in Italy than in Spain. Above all in the case of having to submit the proposal before 8:00am

Answer to Question 1: Amendment 0002 changes the proposal due date time from 3 October 2016 at 0800 to CET 3 October 2016 at 1000 CET. Both the Price and Technical factor requirements are due on October 3, 2016 at 10:00 AM Central European Time or in the case of Summer, Central European Standard time. The proposals can be turned in at 10:00 AM or any time before 10:00 AM. At 10:01 AM it will be considered late and may not be considered for award.

Question 2:

Letters of references - We would like to clarify if the two letters must be in English or if they can be written in Spanish in the same way that have been done in other solicitations.

Answer to Question 2: The letters may be submitted in Spanish.

Question 3: coste de eficiencia energética (FNEE) (power efficiency cost). We don't know what do you mean with "Tasa de CNE" Although is not included in the Energy Price / Término de Energía the term of coste de eficiencia energética (FNEE) (power efficiency cost) is due to be included in the Contract Price Form. Only to clarify, we would like to tell you that although the USA government has not to pay the Tasa Municipal Tax, all the electric traders in Spain must pay it for their customers even if they are not drafted to pay it. If you like we can give you data about judgment verdict in this case.

Answer to Question 3: The reference to “Tasa de CNE” is hereby removed from Article 4 per amendment 002. The coste de eficiencia energética (FNEE) (power efficiency cost) must be included in the firm fixed Offer Price on the J-200000-04 firm fixed price form.

Amendment 002 changes Article 4 to include FNEE costs. It now reads Offer Price shall include :...." cost associated with the application of the directive 2012/27/UE.

Question 4: Our Risk Department, in order to be able to submit the 250k bank guarantee in case of being awarded, needs the “Tarjeta de identificación fiscal” of the Rota Naval Base. This document is issued by the Spanish Fiscal Ministry and allows every company to operate in our territory. I am aware that this step should be done after being awarded but I am also preoccupied with the limited time we will have from the award to the deadline in which we should submit all documents.

Answer to Question 4: If necessary, a copy of the "Tarjeta de Identificación Fiscal" may be (promptly) made available in case of award and upon request of the awardee. It refers to CIF N4001073H. Amendment 0002 deletes CIF: G3360073E and adds CIF: N4001073H. The bank guarantee is not submitted until after award however the two letters of reference need to be submitted prior to award with the technical proposal.

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

STATEMENT OF WORK

Section C - Descriptions and Specifications

STATEMENT OF WORK

NAVFAC EURAFSWA is the Government agent delegated to procure electricity for the U.S. Navy in Spain.

The Government is soliciting offers for supply and transmission of electricity and ancillary services for the **Naval Support Activity (NSA) Rota**, an installation, whose location in the electrical grid is identified by the **NIF/CIF N4001073H** and **CUPS ES0031102555053001GD0F** belonging to Endesa Distribución Eléctrica S.L.U. as competent Distributor. Such installation shares the Spanish Navy Base, Agrupación

Base Naval de Rota, and is located in Rota, Cadiz. The **estimated** amount of energy to be provided is **150,313 MWh**. The contractor shall furnish all labor, management, supervision, tools, materials, equipment, incidental engineering and transportation, except otherwise specified herein, necessary to perform these services.

Technical specifications and account data of the point of service, including estimated electric consumption, historical data and load profile, are provided in section J.

The present solicitation intends to select one supplier to provide electricity to NSA Rota over the 18- month period November 1, 2016 – April 30, 2018.

To this purpose the Client states:

- ... That the Client's supply contract is not subject to any restriction that would prevent the Contractor from starting the supply at the set date;
- ... That the Client does not have any obligations pending with previous supply, transportation and dispatching contractors;
- ... That the point of delivery is connected to the Distributor's grid, and that these connections are adequately configured to meet energy requirements.

The Offeror shall specify in the technical offer:

- ... That it qualifies as electric energy vendor registered in 2nd Section of "Registro Administrativo de Distribuidores, Comercializadores, y Consumidores Cualificados" located at Ministry of "Economía y Hacienda";
- ... That in 2014 or 2015 it supplied electricity to end users in the Free Market for a total quantity of at least 1000 GWh/year. The number of end users and the volume of electricity totally supplied shall be provided in section J, form D.
- ... That in 2014 or 2015 the offeror supplied at least 100 GWh (Giga-watt hours) to at least one end user in the free market. Provide a point of contact and method of communication (e-mail address and telephone number) for the point of contact. This end user may be contacted directly by the United States Government. This information will be submitted per Section J Form D

Joint Venture (JV) Offerors shall furnish with their proposal a notarized legal document that establishes the JV and all the documentation listed in section L.5.

Upon award, the Offeror is required to submit a bank guarantee in the amount of € 250,000.00. The bank guarantee, whose language is located at J-200000-05, shall be submitted not later than ten business days after award and shall be valid through the end of the performance period and until all invoices have been submitted and reconciled.

Upon the execution of this contract, the Client authorizes and the Contractor agrees to subscribe to the access tariff contract with the Distributor, on the Client's behalf.

The Contractor shall designate at least **two** points of contact (a prime and a deputy) to be responsible for all customer service matters with the Client. **The point of contact shall not be a Call Center.**

Not later than 10 working days prior to the commencement of the performance period, the Contractor shall notify the Client, via email, the name, email address and telephone numbers of the Client's points of contact shown in block 10 of the SF33 (first page) or at Art.12.1. Should a point of contact be replaced, the Contractor shall provide the new reference data to the Client within 5 working days. Failure to meet these terms will be governed by the procedure in Art 17.

Article 1. Communication and Contract Modifications

Communication between the Parties concerning contract administration and modifications will be conducted in writing. Such communication will be sent by mail or email with all correspondence attached in .pdf format.

If corresponding via mail, the Contractor is required to address correspondence

to: NAVFAC EURAFSWA
ATTN: BRIAN GRIFFIN
Viale Porto, Box 51 – Aeroporto Capodichino
80144 Napoli, Italia

E-mail: brian.d.griffin@eu.navy.mil

Phone: +39-081-568-6401

The Contractor shall ensure that all contract correspondence that is addressed to the Government is submitted in English, or English and Spanish.

Each modification to the contract shall be performed through the bilateral completion of the Standard Form 30 (SF30), by Client and Contractor.

The Client shall issue a SF30 to the Contractor who will countersign and return to the Client within 2 weeks by email in .pdf format.

Article 2. Conditions of the Supply and Transmission of Electricity and Ancillary Services

The electricity supply shall be continuous and non-interruptible. Transmission, distribution and ancillary services will be provided by the Contractor who will subscribe to the Access Tariff Contract with the Distributor, on the Client's behalf as agreed in Article 1.

The quantity of electricity under the contract is subject to ordinary variations due to different causes. However, such variations neither shall justify reason for failure to deliver electricity nor justify any Contractor's claims against the Client.

The quantities of supplies or services specified in section J 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 or higher usage than the Client's estimate. Likewise, 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, 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, if available

Failure to meet these terms will be governed by the procedure in Art. 17.

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 made, unless differently agreed upon by the Parties, via bank transfer through NSA Rota Payment Office as detailed in Art. 12.

Article 3. Period of Performance

The contract performance shall begin on November 1, 2016 at 00:00 through April 30, 2018 at 24:00.

The contract performance period ends on April 30, 2018 at 24:00.

Article 4. Unit Price of Supply

The Offeror shall submit a pricing offer, as follows:

- ... A firm fixed **Offer Price on the J-20000-04 firm fixed price form** which will include the per MWh consumed through the entire performance period. This Offer Price, in €/MWh, can be diversified according to Time Bands described in the Legend.

Offer Price shall NOT include:

- ... Tarifa de Acceso (Término de Energia):
 - o Pagos por capacidad €/kWh
 - o Pérdidas (% sobre los Pagos por Capacidad)
- ... Costes permanentes (% sobre la Tarifa de Acceso):
 - o ~~Tasa de CNE~~
 - o Compensaciones insulares y extrapeninsulares
 - o Operador del Sistema
- ... Costes de Interrumpibilidad (VPI)
- ... Costs relevant to the metering system rental, installation, maintenance, validation and sending of energy usage data to the OMEL, as set by art.2.2 of ITC 3860/2007.

Offer Price 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; and,
- ... costs relevant to holding the necessary authorizations, in accordance with current legislation, to subscribe on behalf of the Client, to purchase transportation rights, production capacity at national level and import of energy from foreign markets.
- ... **Cost associated with the application of the directive 2012/27/UE**

The following charges, as well as all other taxes (see Art. 11), shall not be applied:

- ... Impuesto Municipal (% sobre Pagos por Capacidad + Pérdidas)

Article 5. Offer Conditions and Award Criteria

Receipt of Offeror's Technical and Pricing Offers are due as described in section L. The basis for award is found in Section M.

Article 6. 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 authorized brokers. Such bank references shall state the Offeror's financial capability to acquire the required bank guarantees in case of

award. It is mandatory that in the subject the letters make specific reference to this Solicitation number N33191-16-R-0xxx.

The awarded Offeror will be required to sign and submit a bank guarantee (the text and amount are provided in J-2000000-05) ten business days after contract award.

The bank guarantee will be valid through April 30, 2018 and will be payable on a written first -demand basis. Additionally, the Client will retain physical possession of the bank guarantee documents until all invoices have been submitted and reconciled following conclusion of the performance period.

This demand will occur if the contract is terminated due to Contractor's failure as per Article 16.

Article 7. Total Price and Conditions of Connection Tariffs and Additional Costs

When the Contract is awarded, the Client authorizes the Contractor to subscribe the access tariff contract with the Distributor, on the Client's behalf.

In addition to the Offer Price, the Contractor shall invoice the Client the amounts relevant to current costs of Tarifa de Acceso, Costes permanentes, Costes de Interrumpibilidad (VPI), Costs relevant to the metering system rental, installation, maintenance, validation and sending of energy usage data to the OMEL, as determined by the Spanish law and/or regulatory body.

No charges additional to the ones listed will be invoiced, and Contractor will provide details about metered consumption.

Article 8. Reference Provisions

The regulation of electricity in Spain, to include supply, transportation and distribution, is governed by the Spanish Civil Code. The Contractor will adhere to the rules and regulations implemented by ITC, CNE and other governing bodies, for the purposes of electricity regulation.

For the issues not explicitly provided for in this contract, both Parties agree to accept the provisions contained in the regulatory body resolutions and in the Spanish Civil Code.

Article 9. Change in 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 Contractor and the Client will negotiate modifications in order to comply with the requirements within 60 days from one Party's request to the other Party.

In case the modifications introduced within the context of the new regulations should affect the mutual interest of the Parties to such an extent as to cause an increase or decrease in the cost of performance to the Parties, within 60 days from one Party's request to the other Party the Contractor and the Client will make an equitable adjustment in the contract price to protect the interests of both.

Article 10. Taxes and duties

The Contractor represents that the contract price, including the prices in any subcontracts awarded under this contract, do not include taxes as the Government is exempt under the Agreement of Defense Cooperation Between the United States and the Kingdom of Spain from all Spanish taxes, duties and charges directly applicable to such acquisition if the total cost of the acquisition equals or exceeds 600 euros.

The Contractor represents that the contract prices, including subcontract prices, do not include the taxes identified herein, or any other taxes from which the United States Government is exempt.

In accordance with tax relief agreements between the United States Government and the Spanish Government, and because the incumbent contract arises from the activities of the United States Forces in Spain, the contract will be exempt from the following excise, luxury, and transaction taxes, or any other taxes from which the United States Government is exempt:

- (1) Derechos de Aduana (Customs Duties)
- (2) Impuesto de Compensacion a la Importacion (Compensation Tax on Imports)
- (3) Transmisiones Patrimoniales (Property Transfer Tax)
- (4) Impuesto Sobre el Lujo (Luxury Tax)
- (5) Actos Juridicos Documentados (Legal Official Transactions)
- (6) Impuesto sobre el Trafico de Empresas (Business Trade Tax)
- (7) Impuesto Especiales de Fabricacion (Special Products Tax)
- (8) Impuesto Sobre el Petroleo y Derivados (Tax on Petroleum and its By-Products)
- (9) Impuesto Sobre el Uso de Telefona (Telephone Tax)
- (10) Impuesto General Sobre la Renta de Sociedades y demas Entidades Juridicas (General Corporation Income Tax)
- (11) Impuesto Industrial (Industrial Tax)
- (12) Impuesto de Rentas Sobre el Capital (Capital Gains Tax)
- (13) Plus Vailia (Increase on Real Property)
- (14) Contribucion Territorial Urbana (Metropolitan Real Estate Tax)
- (15) Contribucion Territorial Rustica y Pecuaria (Farmland Real Estate Tax)
- (16) Impuestos de la Diputacion (Country Service Charges)
- (17) Impuestos Municipal y Tasas Parafiscales (Municipal Tax and Charges)
- (18) IVA (VAT)
- (19) Impuesto sobre electricidad

Article 11. Invoice and Payment

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

All expenses relevant to invoicing, including stamps and mailing costs, shall be the Contractor's responsibility and shall be included in the offered price. If such costs are broken out and included on any invoice, the costs will not be reimbursable. All invoicing shall be based on metered quantities at the service point.

In the event the Distributor has not performed a meter reading on the account, the Contractor shall invoice on the basis of the estimated monthly consumption as per section J, 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)

The Contactor shall NOT issue credit notes as the U.S. Government cannot accept credit notes under any type of circumstances. Therefore, any credit due to the Client will be indicated in the next invoice(s) for consumption and deducted from the total amount due. Should there be credit(s) at the

time the contract expires or if unexpectedly terminated, the credit(s) will be reimbursed to the U.S. Government via banker's draft made payable to the U.S. Treasury and forwarded to the NAVFAC EURAFSWA FM POC Mr. Leandro Fernandez.

Invoices shall be issued to the Client by the 20th day of the month following the month when the consumption occurred.

The payment of invoices will be made within 30 calendar days after e-mail receipt of a proper invoice by the office designated in Article 12.

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 Article 10.

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 assessed.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

The following have been modified:

INSTRUCTIONS TO OFFERORS

L.1 SITE VISIT

There is no pre-proposal conference and site visit scheduled for this requirement.

L.2 FORMAT TO SUBMIT PRE-PROPOSAL INQUIRIES (PPI)

All prospective offerors submitting Pre-Proposal Inquiries (PPIs) must use the attached PPI form. All PPIs shall be submitted to Mr. Brian Griffin at e-mail address brian.d.griffin@eu.navy.mil with a copy to Ms. Teresa Traettino at e-mail address teresa.traettino.it@eu.navy.mil

PPIs shall be submitted Microsoft Word and only have one question per sheet.

In order to allow time for the Government to respond to the PPI, the cutoff date for PPIs is Monday, September 19th 2016.

PRE-PROPOSAL INQUIRY	
RFP: N33191-16-R-1048	PPI No.
SOLICITATION: Competitive Power Spain	
<p>NOTE: <u>ALL</u> PRE-PROPOSAL INQUIRIES SHALL BE SUBMITTED BY E-MAIL, ON THIS FORM TO THE FOLLOWING E-MAIL ADDRESSES. SUBMIT ONLY ONE INQUIRY ON EACH FORM.</p> <p>brian.d.griffin@eu.navy.mil and Teresa.Traettino.it@eu.navy.mil</p>	

DATE OF PROPOSAL INQUIRY:	
FROM FIRM:	POC:
ADDRESS:	
PHONE NO.:	E-MAIL ADDRESS:
PROPOSAL INQUIRY: (Please type or print clearly)	
(Include RFP Section, page number, and paragraph if applicable)	
GOVERNMENT RESPONSE:	
Responder's signature/date:	
Amendment required? Yes	No

L.3 PERIOD OF ACCEPTANCE OFFERORS:

Only offers received via e-mail within the stated time will be accepted. The official time stamp will be the one of the Contract Specialist's computer.

L.4 REQUEST FOR PROPOSAL (RFP) FILES:

As mandated by our agency, solicitation files are posted to the Federal Business Opportunities (FEDBIZOPS) website: <https://www.fbo.gov>

It is the sole responsibility of the offeror to obtain the RFP files, along with any amendments, from this website.

L.5 JOINT VENTURE (JV) AGREEMENTS

For the purposes of this solicitation, a Joint Venture (JV) refers to a U.S.-Styled formal legal entity in the nature of a partnership comprised of two or more persons or companies. Each JV must provide one (1) CAGE/NCAGE code, one (1) DUNS number for the JV and one (1) DUNS number for each member comprising the JV. Each JV must be registered in the System for Award Management (SAM) using the name of the JV. The **System for Award Management** (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. The website is: www.sam.gov

Joint Venture Offerors (JV) offerors, shall provide with their proposal a notarized legal document that establishes the JV. The JV Agreement shall take effect upon the submission of the proposal and remain irrevocable until one (1) year after the work has been finally inspected and accepted by the

Government. Submission of the notarized legal document that establishes the JV shall be furnished with the proposal in its original language version along with a certified English translation of the notarized JV document. **The Joint Venture must be formed and valid at the time of submission of the proposal.** The validated notarized legal document must include language that each member of the JV will be jointly and severably liable for the performance of the whole contract and will be incorporated into the contract award if award is made to the JV.

Only offers from Prime Contractors and Joint Ventures (JV) will be accepted. Offers from Temporary Joint Ventures (Unión Temporal de Empresas (UTE)) will not be accepted for this procurement and will be considered non-responsive to the solicitation.

1. The Joint Venture Agreement shall include, at a minimum, the

following: (a) Name of firms that form the JV and the name of the JV.

(b) Name and title of the corporate officials signing on behalf of each party.

(c) Solicitation number.

(d) Description of the responsibilities in terms of work category for each member (for example: Firm A performing 100% of C-2-d.)

(e) The statement "The composition and structure of the JV will remain unchanged from award to one (1) year after the work has been finally inspected and accepted by the Government."

(f) Date of issuance of the agreement and notarized signature of the corporate officials signing in behalf of each party.

(g) Statement under oath stating that the Joint Venture(JV) is in compliance at the time of proposal submission with all applicable laws, rules, and regulations. This statement must be signed under oath by all members comprising the Joint Venture.

The U.S. Government reserves the right to review the actual JV Agreement to determine its basis and compliance with the applicable laws. Any internal agreements affecting the internal composition of the existing JV and its potential liabilities in relation to the contract (performance guarantee, 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 in accordance with FAR 42.12, which will be approved/disapproved at the discretion of the Contracting Officer.

L.6 5252.215-9300 CONTENT OF PROPOSALS (JAN 2003)

PROPOSAL REQUIREMENTS. The technical proposal and price/cost proposal shall be submitted in separate volumes. The technical proposal shall not contain any cost/pricing information. The technical proposal presented by the offeror to whom the award is made will be incorporated into the contract at time of award.

Proposals shall be submitted via e-mail with the subject line as one of the following, as

appropriate: "SOLICITATION N33191-16-R-1048; Competitive Power Spain"

Multiple e-mails may need to be sent for any of the submissions, if your e-mail exceeds 5MB.

The U.S. Navy computer server will only accept e-mails with attachments up to 5MB. If you need to submit more than one e-mail for any of the above submission, then number them at the end of the e-mail subject title as 1 of ?, 2 of ?, etc.

Proposals not received at the above address on or before the hour and date set for the receipt of proposals shall be subject to the provisions of FAR Clause 52.215-1 Instructions to Offerors -- Competitive Acquisition (JAN 2004).

Offers are solicited on an "all or none" basis and FAR 52.215-1, INSTRUCTIONS TO OFFERORS COMPETITIVE ACQUISITION in Section L, is hereby modified. Failure to submit offers for all line items listed shall be cause for rejection of the offer.

Submit both Technical factor requirements and Price Offer Sheet by 3 October 2016, **10:00 a.m.** Central European Time (CET).

The offeror shall submit the following information:

- (1) Technical Proposal Submission: Submit the following:
 - a. Submit all Technical factor requirements by **3 October 2016, 10:00 a.m.** Central European Time (CET).
- (2) Pricing Submission:

Submit price offer by **3 October 2016, 10:00 a.m.** Central European Time (CET).

The Pricing Submission shall consist of the following:

- a. A completed J-200000-04. The submitted J-200000-04 must have proposed prices for each Time Band.
- b. A statement that the offeror agrees to hold prices for 5 business days from the date specified for the receipt of prices.

- (3) Offeror must complete Page 1 of the Solicitation (Blocks 12 through Block 18) and submit it with their proposal on the proposal due date. This includes acknowledgement of all Amendments. **Any Offeror who does not complete this will be considered Non-Responsive and will not be considered for award.**

L.7 SUBMIT PROPOSALS TO:

Technical Proposals shall be submitted via e-mail to Mr. Brian Griffin at e-mail address brian.d.griffin@eu.navy.mil with a copy to Ms Teresa Traettino at e-mail address teresa.traettino.it@eu.navy.mil by **10:00 am Central European Time (CET) on Monday, October 3rd 2016.**

Price Proposals shall be submitted via email to Mr. Brian Griffin at e-mail address brian.d.griffin@eu.navy.mil by 10:00 am Central European Time (CET) on Monday, October 3rd 2016.

(End of Summary of Changes)