

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 93	
2. CONTRACT NO.		3. SOLICITATION NO. N62470-15-R-4020	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY NAVAL FACILITIES ENGINEERING COMMAND ATLANTIC DIVISION 6506 HAMPTON BLVD NORFOLK VA 23511			CODE N62470	8. ADDRESS OFFER TO (If other than Item7)		CODE	
TEL: FAX:			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 ERIN R. QUIMBY	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 757-322-8658	C. E-MAIL ADDRESS erin.quimby@navy.mil
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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	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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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	ITEM	
24. ADMINISTERED BY (If other than Item7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA	28. AWARD DATE	
TEL:	EMAIL:	(Signature of Contracting Officer)	

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

Section A - Solicitation/Contract Form

SECTION A

**NAVAL FACILITIES ENGINEERING COMMAND, ATLANTIC
ON BEHALF OF THE
UNITED STATES DEPARTMENT OF NAVY**

**DRAFT POWER PURCHASE AGREEMENT FOR RENEWABLE AND CONVENTIONAL
ENERGY
AT U.S. GOVERNMENT FACILITIES IN ITALY**

NOTICE:

Comments to the Draft RFP are due by 17:00 EST on 13 May, 2016 to the
Contract Specialist, Erin Quimby, via email at erin.quimby@navy.mil.

A.1 General Information

Draft Request for Proposal

In accordance with Federal Acquisition Regulation 52.215-3:

- (a) The Government does not intend to award a contract on the basis of this solicitation or to otherwise pay for the information solicited except as an allowable cost under other contracts as provided in subsection 31.205-18, Bid and proposal costs, of the Federal Acquisition Regulation.
- (b) Although “proposal” and “offeror” are used in this Request for Information, your response will be treated as information only. It shall not be used as a proposal.
- (c) This draft solicitation is issued as a Request for Information only. No awards will be made from this draft Request for Proposals (DRFP). The final Request for Proposals (RFP) may vary significantly from this.

A.2 Executive Summary

The Department of the Navy (DON) is considering an energy procurement for DON installations and Department of State (DOS) facilities within Italy. DON will aggregate these electric loads and, as the procurement agent for DON and DOS, use a single procurement to provide all of the Facilities with both new Renewable Energy and supplemental Conventional Energy. The Renewable Energy component of the energy purchase contemplated by this DRFP is fixed-price. Additionally, the Renewable Energy must come from one or more new Renewable Energy generation system (REGS). Through this DRFP, DON seeks feedback from industry on two distinct contracting scenarios: (1) a contract term length between eleven (11) and thirty (30) years, and (2) a contract term length up to ten (10) years. Because of the different legal authorities relied upon by DON for these two scenarios, what qualifies as a new REGS is different in each scenario. DON requires the Contractor to obtain, and then retire, Guarantees of Origin from the new REGS equal to the quantity of Renewable Energy sold under this contract.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	Renewable Energy FFP Renewable Energy produced by a new REGS(s). The price for this CLIN shall include the Renewable Energy commodity and any costs related to procuring and cancelling its associated GO. 15 June 2019 through 14 June 2044 FOB: Destination	1,150,000,000	Kilowatt Hour		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002	Conventional Energy FFP Base period (ten years): Conventional Energy, commodity only. Pass-Through Charge 15 June 2019 through 14 June 2029 FOB: Destination	451,000,000	Kilowatt Hour		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003		440,000,000	Kilowatt Hour		
OPTION	Conventional Energy FFP First option period (ten years): Conventional Energy, commodity only. Pass-Through Charge 15 June 2029 through 14 June 2039 FOB: Destination				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004		220,000,000	Kilowatt Hour		
OPTION	Conventional Energy FFP Second option period (five years): Conventional Energy, commodity only. Pass-Through Charge 15 June 2039 through 14 June 2044 FOB: Destination				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0005

Other Market Charges- Renewable Energy
 FFP
 All of the charges listed in Attachment C constitute the Other Market Charges allowable under this CLIN.
 Pass-Through Charge
 15 June 2019 through 14 June 2044

 FOB: Destination

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0006

Congestion Charges for Renewable Energy
 FFP
 Congestion Charges for Renewable Energy for each kWh of Renewable Energy purchased by the Government.
 Firm Fixed Price per kWh for Production Years Zero, 1, and 2;
 Pass-Through Charge for all remaining Production Years
 15 June 2019 through 14 June 2044

 FOB: Destination

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0007

Other Market Charges-Conventional Energy
 FFP
 Base period (ten years)
 All of the charges listed in Attachment C constitute the Other Market Charges allowable under this CLIN.
 Pass-Through Charge
 15 June 2019 through 14 June 2029

 FOB: Destination

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0008
 OPTION

Other Market Charges-Conventional Energy
 FFP
 First option period (ten years)
 All of the charges listed in Attachment C constitute the Other Market Charges allowable under this CLIN.
 Pass-Through Charge
 15 June 2029 through 14 June 2039

 FOB: Destination

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0009 OPTION	Other Market Charges-Conventional Energy FFP Second option period (five years) All of the charges listed in Attachment C constitute the Other Market Charges allowable under this CLIN. Pass-Through Charge 15 June 2039 through 14 June 2044 FOB: Destination				
					<hr/> ESTIMATED NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0010	Scheduling Services for Renewable Energy FFP Scheduling Services for the Government's Renewable Energy consumption. This is calculated as a firm fixed price per kWh of Renewable Energy purchased by the Government in CLIN 0001. Firm Fixed Price 15 June 2019 through 14 June 2044 FOB: Destination				
					<hr/> ESTIMATED NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0011

Scheduling Services-Conventional Energy
 FFP
 Base period (ten years)
 Scheduling Services for the Government's Conventional Energy consumption.
 This is calculated as a firm fixed price per kWh of Conventional Energy purchased
 by the Government in CLIN 0002.
 Firm Fixed Price
 15 June 2019 through 14 June 2029

 FOB: Destination

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0012
OPTION

Scheduling Services-Conventional Energy
 FFP
 First option period (ten years)
 Scheduling Services for the Government's Conventional Energy consumption.
 This is calculated as a firm fixed price per kWh of Conventional Energy purchased
 by the Government in CLIN 0003.
 Firm Fixed Price
 15 June 2029 through 14 June 2039

 FOB: Destination

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0013 OPTION	Scheduling Services-Conventional Energy FFP Second option period (five years) Scheduling Services for the Government's Conventional Energy consumption. This is calculated as a firm fixed price per kWh of Conventional Energy purchased by the Government in CLIN 0004. 2Firm Fixed Price 15 June 2039 through 14 June 2044 FOB: Destination				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001	Renewable Energy FFP Renewable Energy produced by a new REGS(s). The price for this CLIN shall include the Renewable Energy commodity and any costs related to procuring and cancelling its associated GO. Firm Fixed Price 15 June 2019 through 14 June 2029 FOB: Destination				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2002	Conventional Energy FFP Conventional energy, commodity only. Pass-Through Charge 15 June 2019 through 14 June 2029 FOB: Destination	451,000,000	Kilowatt Hour		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2003	Other Market Charges FFP All of the charges listed in Attachment C constitute the Other Market Charges allowable under this contract. Pass-Through Charge 15 June 2019 through 14 June 2029 FOB: Destination				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2004	Congestion Charges for Renewable Energy FFP Congestion Charges for Renewable Energy for each kWh of Renewable Energy purchased by the Government. Firm Fixed Price per kWh for Production Years Zero, 1, and 2; Pass-Through Charge for all remaining Production Years 15 June 2019 through 14 June 2029 FOB: Destination				
					<hr/> ESTIMATED NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2005	Scheduling Services FFP Scheduling Services for the Government's total energy consumption. This is calculated as a firm fixed price per kWh of Renewable Energy purchased by the Government in CLIN 2001 and Conventional Energy purchased by the Government in CLIN 2002. Firm Fixed Price 15 June 2019 through 14 June 2029 FOB: Destination				
					<hr/> ESTIMATED NET AMT

SECTION B

B.1 Acronyms and Definitions

In addition to terms defined specifically elsewhere in this RFP, the following words, phrases, and acronyms, where capitalized, are defined as follows:

AEEG (*Autorità per l'energia elettrica il gas e il sistema idrico*) is the Italian Regulatory Authority for Electricity, Gas and Water, established by Law n.481 14/11/95 and subsequent modifications.

After-Imposed Tax means any new or increased 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 Effective Date.

After-Relieved Local Tax 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.

Ancillary Services means services as defined by AEEG that Terna acquires for relieving interzonal congestion, procuring reserve capacity, and balancing injections and withdrawals in real time in the ancillary services market.

Annual Production Shortfall has the meaning set for in section C.6.3.

Annual Report means the report produced pursuant to section C.7.2.1.

Blended Renewable Price means the sum of the per kWh prices of the following: (1) Renewable Energy (CLIN 0001 or CLIN 2001); (2) Congestion Charges for Renewable Energy (CLIN 0006 or CLIN 2004); and (3) Scheduling Services for Renewable Energy (CLIN 0010 or CLIN 2005).

CO Period means Commercial Operation Period, and is the period of time during the contract term bound by the Commercial Operation Date and the Expiration Date or Early Termination Date, as applicable.

Commercial Operation means that the requirements in section C.3.7 have been satisfied.

Commercial Operation Date (COD) means the date on which Commercial Operation occurs.

Completion Notice means the written notice sent by the Contractor to the Contracting Officer attesting that the REGS has achieved Commercial Operation.

Congestion Charges for Renewable Energy means the cost of transmission congestion applied to bilateral contracts cleared through the GME, which will be applied to each kWh of Renewable Energy purchased by the Government during any Production Month.

Contracting Officer means a person with the authority to enter into, administer, and/or terminate this contract and make related determinations and findings on behalf of the Government.

Contracting Officer's Representative (COR) means the Government's technical representative(s) for the contract.

Contractor means an Offeror to whom this contract is awarded.

Conventional Energy means grid energy provided by the Contractor through the Italian Power Exchange.

Conventional Month has the meaning set forth in section C.2.2.1.1. Monthly Invoices issued by Contractor during the Pre-COD Period use each Conventional Month as the billing period.

Cure Plan has the meaning set forth in section C.6.3.1.

Current Supplier Contract means the contract between the Government and an energy supplier, other than the Contractor, that supplies energy to a Facility and whose term ends at any time during the twelve-month period immediately preceding the Expected COD.

DFARS means the United States Defense Federal Acquisition Regulation Supplement.

Distribution Contract (*Contratto di Trasporto*) means the contract with the local Distributor that provides for transmission, metering and distribution services in order to deliver electric energy to PODs, in accordance with the tariffs approved by AEEG for any given user type.

Distribution Bill means the bill issued by the local Distributor to charge customers for the products and services specified in the Distribution Contract.

Distribution Point means the electrical substation or other piece of electrical infrastructure where power is transferred from the high voltage transmission lines to the distribution system operated by Distributors.

Distributor means the entity authorized by Italian statute to operate the electrical distribution system in a defined geographical area.

DRFP means Draft Request for Proposal, and refers to this document and its Attachments.

Early Termination Date means any date other than the Expiration Date on which this contract terminates in accordance with its terms relative to Termination for Convenience or Termination for Default.

Effective Date is the date that the contract is signed by both Parties.

Excusable Delay Event means an event for which the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: (1) acts of God or of the public enemy; (2) acts of the Government in either its sovereign or contractual capacity; (3) fires; (4) floods; (5) epidemics; (6) quarantine restrictions; (7) strikes; (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

Expected Commercial Operation Date (COD) means the date that Contractor is scheduled to begin full operation of the REGS, in compliance with all applicable laws, rules, and regulations.

Expiration Date means the date on which this contract terminates by reason of expiration of the contract term.

FAR means the United States Federal Acquisition Regulations.

Facility means an installation or other structure that has at least one Point of Delivery serviced under this contract.

Facility Meter means each meter at a Facility that is a Point of Delivery.

Free Market (*mercato libero*) means the market where the economic and contractual conditions of energy supply are negotiated among the parties and are not regulated by the AEEG, and where energy consumers are free to choose the energy supplier independently of their Distributor.

GME means Gestore Mercati Energetici, vested by Italian Legislative Decree 79/99 with the responsibility of organizing and managing transactions in the energy market under criteria of neutrality, transparency, objectivity and competition between producers.

Government means the Department of the Navy, an agency of the United States Government and a Party to this contract.

GSE means Gestore Servizi Energetici, created by Legislative Decree 79/99 to promote and support renewable energy sources in Italy.

Guarantee of Origin (GO) means the certificate issued by GSE, in response to a request from a producer, giving evidence of energy generation from renewable sources.

Interconnection Point refers to the electrical substation or other piece of electrical infrastructure where power is transferred from the renewable generator to the transmission system.

Italian Power Exchange means the virtual venue where wholesale electricity supply and demand meet. GME is vested with the management of transactions on the Power Exchange under art.5 of Legislative Decree 79/99.

kW: kilowatt

kWh: kilowatt-hour

Low Voltage (LV) means delivery voltage at PODs lower than or equal to 1 kV.

Lump Sum Termination Payment means the one-time termination payment due to the Contractor from the Government as a result of the Government's election to terminate this contract for its convenience and as calculated pursuant to section H.8.2.2.

Medium Voltage (MV) means delivery voltage at PODs in the range of 1 kV to 35 kV.

Minimum Annual Production has the meaning set forth in section C.6.1.

Monthly Invoice means the invoice sent by the Contractor to the Government following each Conventional Month or Production Month, in accordance with section C.7.1.1.

Monthly Review means the calculations and verifications conducted by the Contractor pursuant to section C.7.1.

Monthly Termination Payment means the termination payment, payable over the remaining contract term, due to the Contractor from the Government as a result of the Government's election to terminate this contract for its convenience, and as calculated pursuant to section H.8.2.3.

MW means megawatts of electrical power AC.

MWh means megawatt hours of electrical energy AC.

NAVFAC EURAFSWA means Naval Facilities Engineering Command Europe Africa South West Asia.

NAVFAC LANT means Naval Facilities Engineering Command Atlantic.

Non Time-of-Use-Meter has the meaning set forth in section C.5.5.1.

Not-to-Exceed Renewable Energy Unit Rate (NTE-K) means the value specified in section C.5.4.1.

Not-to-Exceed Scheduling Services Unit Rate (NTE-SS) means the value specified in section C.5.4.2.

Notice of Termination means the written notice sent by the Government to Contractor to terminate the contract.

Offeror means a supplier that submits a proposal in response to a Government RFP.

Other Market Charges (OMC) means all retail energy supply costs as listed and described in Attachment C.

Party or Parties refers to the Contractor or Government in the singular, and both the Contractor and the Government in the plural.

Pass-Through Charge means any charge incurred by the Contractor as a direct result of performing Contractor's obligations under this contract, directly passed through to the Government with no markup, additional fees, or costs added by the Contractor. Any charge that meets this definition must also have accompanying substantiating documentation provided by the Contractor to the Government as discussed in this contract's specifications.

Point of Delivery (POD) means as an interconnection between an applicable Distributor's network and a Facility's electric system, identified through the 14-digit position number for each account to be supplied. Each Point of Delivery is a Facility Meter.

Pre-COD Period means the period of time during the contract term that is bounded by the Effective Date and the COD.

Production Month means each calendar month that occurs during a Production Year. Monthly Invoices issued by Contractor during the CO Period use each Production Month as the billing period.

Production Month Figures are the figures specified in Table 6 that are identified or calculated by the Contractor during each applicable Monthly Review and reported by Contractor in each applicable Monthly Invoice.

Production Year means, except for Production Year Zero and Production Year Final, twelve-month periods that coincide with the calendar year during which the Contractor is delivering Renewable Energy to the Points of Delivery.

Production Year Zero means the period of time that begins on the Commercial Operation Date and ends on 31 December of that calendar year.

Production Year 1 begins on 1 January of the first full calendar year following the Commercial Operation Date and is twelve months in length. Production Years 3 and all Production Years thereafter, except for Production Year Final, correspond directly with the applicable calendar year.

Production Year Final means the period of time that begins on 1 January of the final calendar year of the contract term and ends on 14 June of that calendar year.

Prudent Industry Practice means any of the practices, methods and acts engaged in or approved by a significant portion of the independent electrical power generation industry for renewable facilities, as applicable, of similar size and characteristics to the REGS, or any of the practices, methods or acts, which, in the exercise of reasonable judgment in the light of the facts known at the time a decision is made, could have been expected to accomplish the desired result consistent with reliability, safety and expedition.

PUN (*Prezzo Unico Nazionale*) means the Single National Price derived from the weighted average zonal prices in the day-ahead electricity market operated by GME.

REGS Meter means the meter that measures the output of the REGS at the Interconnection Point.

Renewable Energy (RE) means electric energy: (1) generated from solar, wind, biomass, landfill gas, ocean (including tidal, wave current, and thermal), geothermal, municipal solid waste, or hydroelectric assets; and (2) verified with corresponding Guarantees of Origin associated with the REGS for each MWh of energy.

Renewable Energy Generation System (REGS) means the dedicated renewable energy generation system or systems that provide Renewable Energy to the Government under this contract.

Renewable Energy Payments means the payment due from the Government to the Contractor for Renewable Energy that is produced by the REGS, delivered by the Contractor, and accepted and consumed by the Government.

Scheduling Services means the following functions: (1) scheduling of electricity deliveries and the related dispatching and imbalance functions; (2) marketing and selling to retail customers (for medium voltage customers only; for low voltage customers, this cost is regulated by AEEG under the Component

PCV which is included in Other Market Charges); (3) obtaining and holding the necessary authorizations, in accordance with current legislation, on behalf of the Government, to purchase transportation rights and production capacity; and (4) the application of the 2003/87/CE Directive "Emissions Trading" on GHG emissions.

Termination Payment means the payment due to Contractor from the Government as a result of the Government's election to terminate this contract, and as calculated pursuant to Section H.8. A Termination Payment is either a Lump Sum Termination Payment or a Monthly Termination Payment, but not both.

Terna is the Italian transmission system operator.

Test Energy means energy generated by the REGS generated prior to the Commercial Operation Date as part of the requirements for Commercial Operation and interconnection testing.

Time of Use Band(s) (TOU Bands) means the tri-band structure as defined by the AEEG according to month, weekday, and hours. The three defined bands are F1, F2 and F3, in which F1 is for peak hours, F2 is for mid-level hours, and F3 is for off-peak hours, as further defined in Table 1 annexed to AEEG resolution no. 181/06 and subsequent modifications.

Transmission Zone (*zona di mercato*) means a portion of the power grid where, for security purposes, there are physical limits to transfers of electricity to and from other zones. The Zones are defined by Terna and approved by the AEEG. Transmission Zones have different zonal pricing characteristics and, as specified by Terna, are: northern Italy (NORD); central-northern Italy (CNOR); central-southern Italy (CSUD); southern Italy (SUD); Sicily (SICI); and Sardinia (SARD).

B.2 Contract Line Items (CLINs)

Because of the different legal authorities relied upon by DON for the following Scenario 1 and Scenario 2, the type of technology that qualifies as a new REGS is different in each scenario. DON seeks comments from industry on these two distinct contracting scenarios.

Please provide feedback as to:

- ... **Your preferred contract scenario (Scenario 1 or Scenario 2), including your preferred contract term length in years, and explain the reasons for your preferences;**
- ... **The most advantageous Transmission Zone, for the Government, in which a Contractor could locate a REGS for providing Renewable Energy under this procurement; and**
- ... **Any other questions, comments, or information you may have to offer pertaining to these two proposed contracting approaches.**

Scenario 1

(CLINS 0001 through 0013)

Contract term length: 11-30 years (in this DRFP, we use 25 years as the example term length for this Scenario).

Definition of "new": In this scenario, DON defines "new Renewable Energy generation" as a REGS that must not be, or ever have been previously, placed into service as of the Effective Date.

Where the proposed REGS is part of a larger or existing generation facility, only the new capacity generation would qualify, and the new generation must be sub-metered such that the Renewable Energy delivered to the Government is verifiable.

B.2.1 CLIN Descriptions for Scenario 1

This contract shall be awarded for twenty-five (25) years. Contractor shall, in accordance with the terms of the contract, schedule, coordinate, and deliver new Renewable Energy from a REGS as defined for Scenario 1, along with supplemental Conventional Energy, to meet 100% of the energy needs of the Facilities.

This contract is awarded pursuant to 10 U.S.C. 2922a, 40 U.S.C. 501, and FAR 41.103(b). 10 U.S.C. 2922a authorizes the Government to enter into contracts for up to thirty (30) years for new Renewable Energy. 40 U.S.C. 501 and FAR 41.103(b) authorize the Government to enter into contracts for up to ten (10) years for Conventional Energy.

The estimated annual quantities under this contract are provided in Attachment D. These quantities represent the best estimates, to the Government's knowledge as of the Effective Date, of the future load requirements for each POD; they are not guaranteed purchase minimums or maximums.

Contractor shall invoice the Government monthly for all charges under this contract. The Renewable Energy commodity, CLIN 0001, is firm fixed price. The Conventional Energy commodity, CLINs 0002 through 0004, shall be priced as Pass-Through Charges according to the average monthly PUN of each of the three Time of Use Bands. CLIN 0005, Other Market Charges for Renewable Energy, shall be priced as a Pass-Through Charge. CLIN 0006, Congestion Charges for Renewable Energy, shall be a firm fixed per kWh price for Production Years Zero, 1, and 2, then priced as a Pass Through Charge for all remaining Production Years. CLINs 0007 through 0009, Other Market charges for Conventional Energy, shall be priced as a Pass-Through Charge. CLINs 0010 through 0013, Scheduling Services, are firm fixed per kWh prices; the per kWh price for Scheduling Services must be the same for Renewable Energy and Conventional Energy (i.e., the per kWh price for CLIN 0010 must equal the per kWh prices for CLINs 0011, 0012, and 0013).

On the Pricing and Production Worksheet (Attachment E, provided as a fillable Excel spreadsheet), Contractor shall offer a firm fixed per kWh price for the CLINs as specified in Table 1, below. [NOTE: Attachment E is provided for informational purposes only so that Contractors may provide comments on it to the Government. Contractors should not provide pricing in response to this DRFP.]

Table 1: CLIN Summary for Scenario 1				
CLIN No.	CLIN Title	Period	Price	Offeror shall submit a firm fixed per kWh price for the following Production Years
0001	Renewable Energy	25 years	Firm fixed per kWh price	Production Years Zero, 1-23, and Final
0002	Conventional Energy (Base)	10 years	Pass-Through Charges based on the average monthly F1, F2, and F3 PUN prices	None; not applicable
0003	Conventional Energy (First Option)	10 years		
0004	Conventional Energy (Second Option)	5 years		
0005	Other Market Charges for Renewable Energy	25 years	Pass-Through Charge	None; not applicable
0006	Congestion Charges for Renewable Energy	25 years	Firm fixed per kWh price for Production Years Zero, 1, and 2; Pass-Through Charge for all remaining Production Years	Production Years Zero, 1, and 2
0007	Other Market Charges for Conventional Energy (Base)	10 years	Pass-Through Charge	None; not applicable
0008	Other Market Charges for Conventional Energy (First Option)	10 years	Pass-Through Charge	None; not applicable
0009	Other Market Charges for Conventional Energy (Second Option)	5 years	Pass-Through Charge	None; not applicable
0010	Scheduling Services for Renewable Energy	25 years	Firm fixed per kWh price	Production Years Zero, 1-23, and Final
0011	Scheduling Services for Conventional Energy (Base)	10 years	Firm fixed per kWh price	Production Years Zero and 1-9

0012	Scheduling Services for Conventional Energy (First Option)	10 years	Firm fixed per kWh price	Production Years 10-19
0013	Scheduling Services for Conventional Energy (Second Option)	5 years	Firm fixed per kWh price	Production Years 20-23 and Final

B.2.2 CLINs for Scenario 2

<p><u>Scenario 2</u></p> <p>(CLINs 2001-2005)</p> <p>Contract term length: Up to ten (10) years</p> <p>Definition of “new”: In this scenario, DON seeks offers from industry for generation systems that industry considers to be new REGS. Please describe in detail the attributes of your proposed system(s), including why you consider it to be “new.”</p>
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B.2.3 CLIN Descriptions for Scenario 2

This contract shall be awarded for a term of ten (10) years. Contractor shall, in accordance with the terms of the contract, schedule, coordinate, and deliver new Renewable Energy from a REGS as defined for Scenario 2, along with supplemental Conventional Energy, to meet 100% of the energy needs of the Facilities.

This contract is awarded pursuant to 40 U.S.C. 501 and FAR 41.103(b). 40 U.S.C. 501 and FAR 41.103(b) authorize the Government to enter into energy contracts for up to ten (10) years.

The estimated annual quantities under this contract are provided in Attachment D. These quantities represent the best estimates, to the Government’s knowledge as of the Effective Date, of the future load requirements for each POD; they are not guaranteed purchase minimums or maximums.

Contractor shall invoice the Government monthly for all charges under this contract. The Renewable Energy commodity, CLIN 2001, is firm fixed price. The Conventional Energy commodity, CLIN 2002, shall be a Pass-Through Charge priced according to the average monthly PUN of each of the three Time of Use Bands. CLIN 2003, Other Market Charges, shall be priced as a Pass-Through Charge. CLIN 2004, Congestion Charges for Renewable Energy, is a firm fixed per kWh price for Production Years Zero, 1, and 2, and a Pass-Through Charge for all remaining Production Years. CLIN 2005, Scheduling Services, is a firm fixed per kWh price.

On the Pricing Worksheet (Attachment E, provided as a fillable Excel spreadsheet), Contractor shall offer a firm fixed per kWh price for the CLINs as specified in Table 2, below. [NOTE: Attachment E is provided

for informational purposes only so that Contractors may provide comments on it to the Government. Contractors should not provide pricing in response to this DRFP.]

Table 2: CLIN Summary for Scenario 2				
CLIN No.	CLIN Title	Period	Price	Offeror shall submit a firm fixed per kWh price for the following Production Years
2001	Renewable Energy	10 years	Firm fixed per kWh price	Production Years Zero, 1-8, and Final
2002	Conventional Energy	10 years	Pass-Through Charges based on the average monthly F1, F2, and F3 PUN prices	None; not applicable
2003	Other Market Charges	10 years	Pass-Through Charges	None; not applicable
2004	Congestion for Renewable Energy	10 years	Firm fixed per kWh price for Production Years Zero, 1, and 2; Pass-Through Charge for all remaining Production Years	Production Years Zero, 1, and 2
2005	Scheduling Services	10 years	Firm fixed per kWh price	Production Years Zero, 1-8, and Final

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		€		€
0002		€		€
0003		€		€
0004		€		€
0005		€		€

0006	€	€
0007	€	€
0008	€	€
0009	€	€
0010	€	€
0011	€	€
0012	€	€
0013	€	€
2001	€	€
2002	€	€
2003	€	€
2004	€	€
2005	€	€

Section C - Descriptions and Specifications

SECTION C**C.1 Statement of Work Overview****C.1.1 Scope**

The Government is awarding this contract pursuant to 10 U.S.C. §2922a, 40 U.S.C. 501, and FAR 41.103(b). NAVFAC LANT is the Government agent authorized to procure energy through this contract for six (6) Facilities located throughout Italy operated by Department of the Navy and Department of State. Each Facility has one or more Points of Delivery (PODs); the total number of PODs serviced by this contract is thirty-three (33), amounting to an estimated total annual consumption of 143,276,048 kWh (based on FY2015 consumption). Contractor shall provide Renewable Energy from one or more new offsite Renewable Energy Generation Systems (REGS), along with supplemental Conventional Energy, to meet 100% of the energy requirement of the Facilities. For Scenario 1, a “new” REGS is one that must not be, or ever have been previously, placed into service as of the Effective Date. Where the proposed REGS is part of a larger generation facility, only the new capacity generation would qualify, and the new generation must be sub-metered such that the energy delivered to the Government can be verified. In Scenario 2, what qualifies as a “new” REGS is broader, and the Government seeks offers from industry for generation systems that industry considers to be new REGS.

Contractor shall also be responsible, directly or through established contractual relationships, for delivering the energy to all PODs, including scheduling, coordination, transmission, distribution, and all Ancillary Services. Contractor shall obtain, and then cancel, GOs that correspond to the quantity and REGS for the Renewable Energy purchased under this contract. Table 3, below, lists each Facility serviced by this contract, along with its Transmission Zone, Distributor, and total energy consumption for fiscal year 2015 in kWh.

Table 3: Facilities					
Facility	Agency	Transmission Zone	Zone Acronym	Distributor	FY15 Energy Consumption (kWh)
Naval Support Activity Naples	DON	Central-Southern Italy	CSUD	Enel Distribuzione	73,396,115
Naval Air Station Sigonella	DON	Sicilia	SICI	Enel Distribuzione	62,733,077
U.S. Tri-Mission Rome	DOS	Central-Southern Italy	CSUD	ACEA	5,593,586
U.S. Consulate General Florence	DOS	Central-Northern Italy	CNOR	Enel Distribuzione	263,533
U.S. Consulate General Milan	DOS	Northern Italy	NORD	A2A	630,058
U.S. Consulate General Naples	DOS	Central-Southern Italy	CSUD	Enel Distribuzione	659,679
TOTAL					143,276,048

C.1.2 Contract Type

The Government contemplates award of a firm fixed price requirements-type contract. Beginning on the first calendar day following the expiration date of each Facility’s Current Supplier Contract, the Government agrees to purchase 100% of its outside-the-Facility-Meter energy requirements using only this contract. The Government reserves the right to undertake energy projects behind any or all Facility Meters that may reduce the Government’s outside-the-Facility-Meter energy requirements, including, but not limited to: generation, storage, and conservation and/or efficiency projects. The Parties agree that such actions taken by the Government do not constitute a breach of this contract’s terms nor entitle the Contractor to any equitable adjustment.

Estimated annual projections of the total energy requirements for each POD are provided in Attachment D. The quantities of supplies or services specified in the Attachment D are estimates only, and are not anticipated to be purchased by the Government under this contract. If the Government's requirements are greater or less than the quantities described as “estimates” and specified in Attachment D, that fact shall not constitute a basis for an equitable price adjustment nor justify a claim by the Contractor against the Government.

C.1.3 Term

The contract term will either be for a period of twenty-five (25) years (Scenario 1), or ten (10) years (Scenario 2). The contract term shall commence on the Effective Date and conclude on the Expiration Date or the Early Termination Date, as applicable. Please reference Figure 1 on Attachment B for an illustration of the contract term timeline.

C.2 Energy Specifications

C.2.1 Renewable Energy Supply

Effective as of the COD, Contractor shall supply Renewable Energy from one or more new REGS, and deliver such energy to all PODs.

C.2.1.1 Guarantees of Origin

Contractor shall cancel, and provide proof of cancellation in each Monthly Invoice, GOs equal to the quantity of energy sold as Renewable Energy under this contract. Contractor shall include all costs associated with obtaining and cancelling GOs in the price(s) submitted in response to this RFP. The price of the Renewable Energy under CLIN 0001 in this contract shall include all costs of obtaining and cancelling the corresponding GO for the Renewable Energy commodity.

C.2.2 Conventional Energy Supply

C.2.2.1 Pre-COD Period

Effective for each Facility on the expiration date of their respective Current Supplier Contract, Contractor shall: (1) take all actions necessary, and the Government shall cooperate as requested by Contractor, for Contractor to become registered as the Government’s energy supplier for each Facility, including all actions necessary to assure delivery of energy to the PODs; and (2) supply 100% of the Government’s requirements for energy at each Facility’s PODs with Conventional Energy. Table 4, below, shows the expiration date of each Facility’s Current Supplier Contract.

Table 4: Expiration Dates of Current Supplier Contracts		
Facility	Agency	Expiration Date of Current Supplier Contract

Naval Support Activity Naples	DON	TBD
Naval Air Station Sigonella	DON	TBD
U.S. Tri-Mission Rome	DOS	TBD
U.S. Consulate General Florence	DOS	TBD
U.S. Consulate General Milan	DOS	TBD
U.S. Consulate General Naples	DOS	TBD

C.2.2.1.1 Billing during Pre-COD Period

For each calendar month during the Pre-COD Period in which the Contractor is supplying one or more PODs with Conventional Energy (Conventional Month), Contractor shall only charge the Government, and the Government shall pay, CLINs 0002, 0007, and 0011 (or 2002, 2003, and 2005). Contractor shall not invoice or otherwise be entitled to any other amounts from the Government during a Conventional Month.

C.2.2.2 CO Period

Effective as of the COD, Contractor shall supply Conventional Energy in a supplemental amount to the Renewable Energy supplied under this contract, such that 100% of the Government's requirements for energy are met for each POD at all times during the CO Period.

C.2.2.2.1 Billing during CO Period

For each calendar month during the CO Period (Production Month), Contractor shall be entitled to charge the Government for all CLINs on this contract.

C.3 Renewable Energy Generation System

C.3.1 Location

If the term of the resulting contract is 25 years (Scenario 1), then any and all REGS that provide energy for this contract shall be located within Italy on private property. If the term of the resulting contract is 10 years or less (Scenario 2), there are no restrictions on the physical location of any REGS, other than they must be within Italy.

C.3.2 Design and Construction

In accordance with Prudent Industry Practices and all applicable laws, rules, and regulations, Contractor shall provide all labor, material, management, and financing to develop, design, construct, own, operate, and maintain one or more new REGS, dedicated in whole or in part, to supplying Renewable Energy to the Government under this contract. Contractor shall include all costs associated with the REGS in the pricing for the firm fixed price CLINs as specified in Scenarios 1 and 2 above (e.g., for Scenario 2, CLINs 2001 and 2005), and shall not be entitled to any additional compensation related to the REGS. The Government obtains no right or title to any REGS pursuant to this contract.

To the extent reasonably practicable, Contractor shall: (1) schedule maintenance of the REGS at times when consumption is reasonably anticipated by the Parties to be at a low point, and in such a manner as to not hinder Contractor from providing the maximum amount of power possible to the Government; and (2)

schedule repair of the REGS in a timeframe consistent with Prudent Industry Practices following Contractor receiving notice, constructive or actual, of the REGS' need for repair.

Contractor shall maintain the REGS so as to be capable of producing the Minimum Annual Production; here, capable means that the REGS shall be appropriately-sized and operational for a sufficient period of time during each Production Year, taking into account, but not limited to, degradation of the REGS. Consequences for REGS performance resulting in less than the Minimum Annual Production are addressed in section C.6.3.

C.3.3 Plans

After the Effective Date but before the Expected COD, Contractor shall provide to the Government, in writing, the following plans and documentation related to the REGS as soon as they are produced by the Contractor: (1) a REGS implementation plan; (2) a scheduling and phasing plan, to include engineering, renewable resource data collection/analysis, procurement of materials, construction, and installation of the REGS Meter; (3) an interconnection approach; and (4) as-built drawings and emergency operational and maintenance plans.

C.3.4 Record-Keeping

Contractor shall maintain inspection, maintenance, and repair records for the REGS in accordance with Prudent Industry Practices. These records shall be made available for review upon request by the Contracting Officer or the COR.

C.3.5 Government Access

Upon reasonable prior notice to the Contractor and subject to the safety requirements of Contractor and all applicable laws, Contractor shall permit the Government access to the REGS, accompanied at all times by the Contractor, for the following purposes: (1) to observe construction progress of the REGS during the Pre-COD Period; (2) to observe the reading or testing of any REGS metering equipment at any time during the contract term; (3) to witness any pre-COD or post-COD testing of the REGS; (4) Government participation in a REGS groundbreaking ceremony during the pre-COD period, if applicable; (5) Government participation in a REGS ribbon-cutting ceremony on or soon after COD, if applicable; and (6) a minimal number of tours of the REGS for the Government and its guests during the COD Period.

C.3.6 Commercial Operation Date

C.3.6.1 Expected Commercial Operation Date

The Parties shall agree on the date on which the REGS is expected to achieve Commercial Operation (Expected COD).

C.3.6.1.1 Contractor's Failure to Meet Expected Commercial Operation Date

If the REGS has not achieved Commercial Operation by the Expected COD, Contractor shall pay liquidated damages. The Parties agree that during this period, the Government would have received, on average, a minimum of 126,027 kWh of Renewable Energy from the REGS each day if the REGS had achieved Commercial Operation on the Expected COD. If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages as specified in FAR 52.211-11, Liquidated Damages-Supplies, Services, or Research and Development (SEP 2000).

C.3.6.2 Termination for Default for Failure to Achieve Commercial Operation

The Government shall have the right to terminate for default in accordance with 52.249-8 Default -- Fixed-Price Supply and Service, in the event Contractor fails to achieve Commercial Operation within one calendar year following the Expected COD, unless such failure is determined by the Contracting Officer to be the result of an Excusable Delay Event.

C.3.7 System Acceptance Testing

During the Pre-COD Period, Contractor shall conduct operational testing of the REGS in accordance with Prudent Industry Practices. Contractor shall provide the Government a minimum of seven (7) calendar days of notice prior to such operational testing.

If the results of such testing indicate that the REGS has been approved for interconnected operation by the applicable regulatory authorities and is ready to commence operations, then Contractor shall send a written notice to the Contracting Officer attesting that the REGS has achieved Commercial Operation (Completion Notice). In such Completion Notice, Contractor shall specify the date when the REGS achieved Commercial Operation.

C.3.7.1. Test Energy

The Parties agree Contractor shall be free to sell to third parties any Test Energy. The Government shall have no right to or claim on any Test Energy.

C.4 Energy Delivery Specifications

C.4.1 Points of Delivery

Contractor shall supply a mix of Renewable Energy from the REGS and supplemental Conventional Energy such that each POD receives continuous, non-interruptible energy satisfying 100% of its energy requirements for the term of this contract.

Table 5, below, lists each Facility, its respective PODs, each POD's historical load data for FY15, and whether each POD is medium-voltage/low-voltage and domestic/non-domestic. The quantities of supplies or services specified in Table 5 are neither purchased nor guaranteed by this contract.

Table 5: Characteristics and Historical Load Data for all Points of Delivery					
Agency	Installation	POD Code	Supply Voltage	FY15 Consumption (kWh)	Domestic/ Non-Domestic
DON	NAS Sigonella	IT001E00202835	MV	27,559,000	Non-Domestic
	NAS Sigonella	IT001E00202822	MV	16,944,000	Non-Domestic
	NAS Sigonella	IT001E00211441	MV	8,346,000	Non-Domestic
	NAS Sigonella	IT001E00202782	MV	5,372,000	Non-Domestic
	NAS Sigonella	IT001E00201557	MV	3,873,000	Non-Domestic
	NAS Sigonella	IT001E90121795	LV	323,000	Non-Domestic
	NAS Sigonella	IT001E00255979	MV	274,000	Non-Domestic
	NAS Sigonella	IT001E94659360	LV	34,000	Non-Domestic
	NAS Sigonella	IT001E00254532	LV	9,000	Non-Domestic

NAS Sigonella Total			62,734,000		
NSA Naples	IT001E00204018	MV	31,278,000	Non-Domestic	
NSA Naples	IT001E00211406	MV	22,494,000	Non-Domestic	
NSA Naples	IT001E00204001	MV	14,101,000	Non-Domestic	
NSA Naples	IT001E00203986	MV	3,994,000	Non-Domestic	
NSA Naples	IT001E00222890	MV	827,000	Non-Domestic	
NSA Naples	IT001E00236724	MV	478,000	Non-Domestic	
NSA Naples	IT001E66135243	LV	100,000	Non-Domestic	
NSA Naples	IT001E87617374	LV	68,000	Domestic	
NSA Naples	IT001E66136227	LV	36,000	Non-Domestic	
NSA Naples	IT001E00201557	LV	10,000	Domestic	
NSA Naples	IT001E81267291	LV	4,000	Non-Domestic	
NSA Naples	IT001E66240106	LV	4,000	Non-Domestic	
NSA Naples	IT002E3391878A	LV	1,000	Non-Domestic	
NSA Naples	IT001E80692140	LV	1,000	Non-Domestic	
NSA Naples Total			73,396,000		
DOS	US Consulate General Florence	IT001E41390086	MV	264,000	Non-Domestic
	US Consulate General Florence Total			264,000	
	US Consulate General Milan	IT012E00595941	MV	527,000	Non-Domestic
	US Consulate General Milan	IT012E00595888	LV	55,000	Non-Domestic
	US Consulate General Milan	IT012E00595927	LV	32,000	Non-Domestic
	US Consulate General Milan	IT012E00595885	LV	16,000	Non-Domestic
	US Consulate General Milan Total			630,000	
	US Consulate General Naples	IT001E81474882	LV	660,000	Non-Domestic
	US Consulate General Naples Total			660,000	
	US Trimission Rome	IT002E4120327A	MV	3,340,000	Non-Domestic
	US Trimission Rome	IT002E4120585A	MV	1,516,000	Non-Domestic
	US Trimission Rome	IT002E5671936A	MV	387,000	Domestic
	US Trimission Rome	IT002E3765137A	MV	352,000	Domestic
	US Consulate General Rome Total			5,595,000	

C.4.1.1 Addition of Points of Delivery

The Government may request from the Contractor delivery of energy to additional PODs without any changes in pricing or any other material conditions of this contract. Following a written request from the Government to supply energy to a new Facility Meter, Contractor shall begin service to the new POD within forty-five (45) calendar days. In such event, the Government shall acknowledge the addition of the new POD, including any specific technical details or requirements, through the execution of a modification.

Contractor shall show evidence of timely actions to process requests for power increases, new POD 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 agencies, within five (5) working days from issuance.

C.4.1.2 Termination of Supply to a Point of Delivery

The Government may request the termination of the supply to any POD without any change in unit pricing or other material conditions of this contract. Following a written request from the Government to terminate supply to a POD, Contractor shall cease service to the POD within forty-five (45) calendar days. In such event, the Government shall acknowledge the removal of the POD through the execution of a modification.

C.4.2 Transmission and Distribution

In accordance with current legislation, Contractor shall form Distribution Contracts with the applicable Distributors for the transfer of all energy from the Distribution Point to each POD and for the provision of all transmission, metering, and any other distribution services. Contractor shall invoice the Government the costs arising from the Distribution Contract as Pass-Through Charges on the Monthly Invoice. Contractor shall provide a copy of the Distribution Bill issued by the Distributors for all PODs as part of the Monthly Invoice. Figure 2, provided in Attachment B, illustrates all of the terms relevant to the transfer of energy that are defined terms under this contract.

C.4.3 Title and Risk of Loss

Title to all energy furnished under this contract shall pass to the Government at the PODs. Contractor bears the risk of loss of all energy until it reaches a POD.

C.5 Calculating Consumption, Production, and Costs

C.5.1 Conventional Month Figures

For each Conventional Month, Contractor shall calculate the following figures in bold, as specified:

1. **Government's Conventional Energy Consumption per Time of Use Band** [TC F_1, F_2, F_3]: Using data from each Facility Meter, Contractor shall identify the Government's total energy consumption for each of the three Time of Use Bands;
2. **Unit Price of Conventional Energy** [CU F_1, F_2, F_3]: Contractor shall use the average PUN price for each Time of Use Band as published by GME shortly after the conclusion of each Conventional Month and available for viewing online at the following address:

<http://www.mercatoelettrico.org/en/Statistiche/ME/PrezzoMedioFasce.aspx>

Contractor shall calculate the total cost to the Government for Conventional Energy [CostCE_T] by multiplying CU for each Time of Use Band by TC for each corresponding Time of Use Band, and then summing those three figures, as follows:

$$CU_{F1} \times TC_{F1} = \text{CostCE}_{F1}$$

$$CU_{F2} \times TC_{F2} = \text{CostCE}_{F2}$$

$$CU_{F3} \times TC_{F3} = \text{CostCE}_{F3}$$

$$\text{CostCE}_{F1} + \text{CostCE}_{F2} + \text{CostCE}_{F3} = \text{CostCE}_T$$

3. **Government's Total Energy Consumption [TC_T]:** The sum of TC_{F1}, TC_{F2}, and TC_{F3};
4. **Cost of Other Market Charges [CostOMC]:** Contractor shall charge, and the Government shall pay, Other Market Charges, listed in Attachment C, as Pass-Through Charges. The total cost of Other Market Charges for both Renewable Energy and Conventional Energy for any Production Month is notated in this contract as CostOMC. Contractor shall provide documentation in each Monthly Invoice to substantiate Other Market Charges. Documentation shall reference all applicable Terna requirements and may include screen shots, scanned documents, or any other documentation requested by the Government or useful to substantiate any Other Market Charge. The Offeror shall apply only the tariff items related to the Free Market. All calculations and methodology used by the Contractor to develop Other Market Charges shall be submitted to the Government in each Monthly Invoice. Contractor shall use best efforts to minimize the costs and volatility of all Other Market Charges.
5. **Cost of Scheduling Services [CostSS]:** Contractor shall charge the Government for Scheduling Services as a firm fixed per kWh price as applied to TC_T.

C.5.2 Production Month Figures

For each Production Month, Contractor shall perform the following calculations in section C.5.2.1 – C.5.2.7 to determine the values of the items identified in bold.

C.5.2.1 Production and Consumption

Government's Energy Consumption per Time of Use Band [TC_{F1, F2, F3}]:

Using data from each Facility Meter, Contractor shall identify the Government's total energy consumption for each of the three Time of Use Bands;

Contractor's Renewable Energy Production per Time of Use Band [RE_{F1, F2, F3}]:

Using data from the REGS Meter, Contractor shall identify the total amount of Renewable Energy produced by the REGS during each of the three Time of Use Bands;

Government's Renewable Energy Consumption per Time of Use Band [RC_{F1, F2, F3}]:

... If RE for any Time of Use Band is greater than TC for the same Time of Use Band, RC = TC for that Time of Use Band (e.g., if RE_{F1} = 300, and TC_{F1} = 200, RC_{F1} = 200);

... If RE for any Time of Use Band is less than the TC for the same Time of Use Band, RC = RE for that Time of Use Band (e.g., if RE_{F1} = 100, and TC_{F1} = 200, RC_{F1} = 100); and

... If RE for any Time of Use Band is equal to the TC for the same Time of Use Band, $RC = RE$ for that Time of Use Band (e.g., if $RE_{F1} = 100$, and $TC_{F1} = 100$, $RC_{F1} = 100$).

Government's Conventional Energy Consumption per Time of Use Band [$CC_{F1, F2, F3}$]:

Contractor shall subtract RC from TC for each of the three Time of Use Bands to produce the Government's Conventional Energy consumption for each of the three Time of Use Bands (e.g., $CC_{F1} = TC_{F1} - RC_{F1}$);

C.5.2.2 Total Amounts

Government's Total Energy Consumption [TC_T]:

The sum of TC_{F1} , TC_{F2} , and TC_{F3} ;

Contractor's Total Renewable Energy Production [RE_T]:

The sum of RE_{F1} , RE_{F2} , and RE_{F3} ;

Government's Total Renewable Energy Consumption [RC_T]:

The sum of RC_{F1} , RC_{F2} , and RC_{F3} ;

Government's Total Conventional Energy Consumption [CC_T]:

The sum of CC_{F1} , CC_{F2} , and CC_{F3} ;

C.5.2.3 Conventional Energy

For the unit price of Conventional Energy under this contract for each Production Month [$CU_{F1, F2, F3}$], Contractor shall use the average PUN price for each Time of Use Band as published by GME shortly after the conclusion of each Production Month and available for viewing online at the following address:

<http://www.mercatoelettrico.org/en/Statistiche/ME/PrezzoMedioFasce.aspx>

For each Production Month, Contractor shall calculate the total cost to the Government for Conventional Energy [$CostCE_T$] by multiplying CU for each Time of Use Band by CC for each corresponding Time of Use Band, and then summing those three figures, as follows:

$$CU_{F1} \times CC_{F1} = CostCE_{F1}$$

$$CU_{F2} \times CC_{F2} = CostCE_{F2}$$

$$CU_{F3} \times CC_{F3} = CostCE_{F3}$$

$$CostCE_{F1} + CostCE_{F2} + CostCE_{F3} = CostCE_T$$

C.5.2.4 Renewable Energy

For each Production Month, Contractor shall calculate the total cost to the Government for Renewable Energy [$CostRE_T$] by multiplying the unit price of Renewable Energy under CLIN 0001 by RC_T , as follows:

$$(CLIN\ 0001\ unit\ price) \times RC_T = CostRE_T$$

The Government shall never be obligated to: (1) purchase Renewable Energy in excess of its total energy consumption (TC_T) for any Production Month; or (2) purchase Renewable Energy that is not accompanied by Guarantees of Origin as required by this contract.

C.5.2.5 Other Market Charges

Contractor shall charge, and the Government shall pay, the Other Market Charges, listed in Attachment C, as Pass-Through Charges. The total cost of Other Market Charges for both Renewable Energy and Conventional Energy for any Production Month is notated in this contract as **CostOMC**. Contractor shall provide documentation in each Monthly Invoice to substantiate Other Market Charges. Documentation shall reference all applicable Terna requirements and may include screen shots, scanned documents, or any other documentation requested by the Government or useful to substantiate any Other Market Charge. The Offeror shall apply only the tariff items related to the Free Market. All calculations and methodology used by the Contractor to develop Other Market Charges shall be submitted to the Government in each Monthly Invoice. Contractor shall use best efforts to minimize the costs and volatility of all Other Market Charges.

C.5.2.6 Scheduling Services

Contractor shall charge the Government for Scheduling Services as a firm fixed per kWh price as applied to TC_T . The total cost of Scheduling Services for any Conventional Month or Production Month is notated as **CostSS**.

C.5.2.7 Congestion Charges for Renewable Energy

Contractor shall charge the Government for Congestion Charges for Renewable Energy as a firm fixed per kWh price as applied to RE_T for Production Years Zero, 1, and 2, and as a Pass-Through Charge for all remaining Production Years. The total cost of Congestion Charges for Renewable Energy for any Production Month is notated as **CostCC**.

C.5.3 Contract Unit Price

The contract price for each Conventional Month or Production Month [**CostK**] is equal to the sum of $CostRE_T$, $CostCE_T$, $CostOMC$, $CostCC$, and $CostSS$.

The contract price paid by the Government under this contract includes any and all fees, taxes, and Other Market Charges as required for the firm delivery of energy to each POD covered by this contract.

Table 6, below, provides a summary of the variables used to represent the calculated figures in this contract:

Table 6: Summary of Variables			
Variable	Figure	Variable	Figure
F1	AEEG Time of Use Band, Peak Hours	CU_{F2}	Unit Price of Conventional Energy for F2 period
F2	AEEG Time of Use Band, Mid Hours	CU_{F3}	Unit Price of Conventional Energy for F3 period
F3	AEEG Time of Use Band, Off-Peak Hours	$CostCE_{F1}$	Cost to Government for Conventional Energy for period F1
TC_{F1}	Government's Energy Consumption during F1 period	$CostCE_{F2}$	Cost to Government for Conventional Energy for period F2
TC_{F2}	Government's Energy Consumption during F2 period	$CostCE_{F3}$	Cost to Government for Conventional Energy for period F3

TC _{F3}	Government's Energy Consumption during F3 period		CC _T	Government's Total Conventional Energy Consumption
RE _{F1}	Contractor's Renewable Energy Production during F1 period		RC _T	Government's Total Renewable Energy Consumption
RE _{F2}	Contractor's Renewable Energy Production during F2 period		TC _T	Government's Total Energy Consumption
RE _{F3}	Contractor's Renewable Energy Production during F3 period		RE _T	Contractor's Total Renewable Energy Production
RC _{F1}	Government's Renewable Energy Consumption during F1 period		CostCE _T	Total Cost to Government for Conventional Energy
RC _{F2}	Government's Renewable Energy Consumption during F2 period		CostRE _T	Total Cost to Government for Renewable Energy
RC _{F3}	Government's Renewable Energy Consumption during F3 period		CostOMC	Total Cost to Government for Other Market Charges for Renewable Energy and Conventional Energy
CC _{F1}	Government's Conventional Energy Consumption during F1 period		CostSS	Total Cost to Government for Scheduling Services
CC _{F2}	Government's Conventional Energy Consumption during F2 period		CostCC	Total Cost to the Government for Congestion Charges for Renewable Energy
CC _{F3}	Government's Conventional Energy Consumption during F3 period		CostK	Total Contract Price
CU _{F1}	Unit Price of Conventional Energy for F1 period			

C.5.4 Not-to-Exceed Rates

C.5.4.1 Not-to-Exceed Renewable Energy Unit Rate

The NTE-K is 0.045 €/kWh for Production Year Zero with a maximum annual escalation of 2%. Contractor's Blended Renewable Price must be equal to or less than the corresponding Not-to-Exceed Prices for Production Years Zero, 1, and 2.

C.5.4.2 Not-to-Exceed Scheduling Services Unit Rate

The NTE-SS is 0.005 €/kWh (one-half of a Euro cent) for all Conventional Months and Production Months of this contract. Contractor's per kWh price for Scheduling Services (e.g., CLIN 2005) must be equal to or less than the NTE-SS for all Conventional Months and Production Months of this contract.

C.5.5 Other Pricing Provisions

C.5.5.1 Non Time-of-Use Meters

For each POD equipped with a meter unable to record energy consumption on an hourly basis (Non Time-of-Use Meter), the unit price to be charged for Conventional Energy will be 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 Attachment F. In the event that for these PODs the hourly consumption data is not available, the total consumption (i.e. sum of the three bands F1, F2, F3), will be considered and the unit price of the Conventional Energy will be calculated as explained above.

If an hourly meter is installed during the contract term, Contractor shall charge the same unit price applicable to PODs equipped with hourly meters, starting on the first day of the first Conventional Month or Production Month following the installation of the hourly meter.

C.5.5.2 Change in Rates or Terms and Conditions for Regulated Services

In the event that changes to rules and regulations issued and enforced by regulatory bodies should affect the contract terms, the Party with actual or constructive knowledge of those changes shall inform the other Party in writing of such changes. The Parties shall then negotiate a bilateral contract modification in order to comply with the requirements within sixty (60) calendar days from one Party's request to the other Party. If either Party believes the changes require modifying the contract's pricing terms or scheme, Contractor shall submit a proposal that accounts for the changes, and the Parties shall negotiate a bilateral modification. Any changes to the contract terms and conditions under this section shall be completed in accordance with FAR 52.243-1, Alt I, Changes—Fixed Price.

C.5.5.3 Taxes

Contractor's offered prices shall include all applicable taxes and duties in effect at contract signing. Contractor represents and warrants that all prices and charges submitted by Contractor pursuant to this contract do not include taxes from which the Government is exempt. The supplies and services purchased by the Government under this contract are "zero rated" (*non imponibile*) transactions and are therefore exempt from payment of Value Added Tax (*Imposta sul Valore Aggiunto*) ("VAT" or "IVA") pursuant to Art. 72, par. 3, no. 2 of D.P.R. 633/72.

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

In accordance with the tax provisions discussed above, the Government declares that it is solely responsible for the charges due for the supplies and services purchased under this contract, and that those supplies and services are necessary to perform the U.S. Armed Forces' and U.S. Embassies and Consulates institutional missions.

Following written concurrence by the Government, when necessary, the appropriate Other Market Charges contract line item price shall be increased by the amount of any After-Imposed Tax and decreased by the amount of any After-Relieved Tax. To increase the contract price as a result of an After-Imposed Tax, Contractor shall warrant 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.

C.6 Purchase and Production Amounts

C.6.1 Minimum Annual Production Guarantee

Beginning in Production Year 1 and for all Production Years thereafter during the contract term except for Production Year Final, Contractor guarantees that the REGS will produce, and Contractor will deliver to the PODs, a minimum of 46,000 MWh of Renewable Energy (Minimum Annual Production). The Parties agree that in order for Renewable Energy to count towards this minimum amount, the Renewable Energy, during the applicable Production Year, must have been: (1) certified with Guarantees of Origin as required by this contract; and (2) consumed by the Government under this contract. The Parties agree that Renewable Energy produced by the REGS in excess of the Government's total monthly energy demands during any Production Month shall not count towards Contractor's minimum annual production guarantee.

C.6.2 Government's Renewable Energy Purchase Guarantee

Contractor shall make available, and the Government shall purchase, the full Renewable Energy output of the REGS up to 100% of the Government's energy requirements for any Production Month. Any Renewable Energy generated from the REGS in excess of the Government's requirement within a Production Month may be sold by Contractor to third parties free and clear of any obligation under this contract. The Government claims no legal right to, ownership of, nor has any obligation to purchase any Renewable Energy generated by the REGS in excess of the Government's total energy requirement during any Production Month.

C.6.3 Annual Production Shortfall

If Contractor fails to meet the Minimum Annual Production requirement as set forth in C.6.1 (Annual Production Shortfall), unless such failure is determined by the Contracting Officer to be the result of an Excusable Delay Event, Contractor, as specified below, shall: (1) provide a Cure Plan; and (2) provide a credit to the Government, as applicable, below.

C.6.3.1 Cure Plan

For each Production Year in which there is an Annual Production Shortfall, Contractor shall provide a Cure Plan as part of the Annual Report. The Cure Plan shall be a written plan, with milestones, to cure the cause of the failure and to bring the performance of the REGS into compliance with this contract, to include the Minimum Annual Production requirement. The Cure Plan may also be provided to the Contractor's financial institution(s) and/or lenders. Upon receipt of the Annual Report by the Government, the Contractor shall have forty-five (45) days to implement the Cure Plan, followed immediately by an additional ninety (90) days to demonstrate compliance with the contract through adequate REGS production. If, by the end of the ninety-day demonstration period, the Contractor cannot demonstrate to the satisfaction of the Contracting Officer that the REGS is capable of producing the Minimum Annual Production, Contractor shall be considered in default.

C.6.3.2 Credit Amount

For each Production Year in which there is an Annual Production Shortfall, the Parties agree that if the average annual per kWh PUN price for Conventional Energy for the relevant Production Year is greater than the per kWh price for CLIN 0001, the Government has incurred damages, and a credit is due by the Contractor to the Government. Contractor shall calculate this credit by: (1) subtracting the CLIN 0001 per kWh price from the average annual per kWh PUN price for the relevant Production Year; and (2) multiplying that figure (1) by the production shortfall amount expressed in kWh. Contractor shall provide this credit as a lump sum to the Government on the first Monthly Invoice that follows Contractor's production of the Annual Report for the Production Year in which the Annual Production Shortfall occurred.

C.6.3.3 Consecutive Years of Deficient Production

Excluding Production Years Zero and Final, if the Contractor is required under this contract to produce a Cure Plan for any two (2) consecutive Production Years, the Government may terminate in accordance with 52.249-8 Default -- Fixed-Price Supply and Service.

C.7 Review Processes**C.7.1 Monthly Review Process and Monthly Invoice**

Contractor shall complete a Monthly Review and submit a Monthly Invoice to the Government within fifteen (15) calendar days following the end of each Conventional Month or Production Month. In

performing the Monthly Review, Contractor shall perform the calculations described in section C.5, as applicable.

C.7.1.1 Monthly Invoice

C.7.1.1.1 Conventional Month

Contractor shall submit one summary Monthly Invoice containing aggregate Facility information for each Conventional Month, along with separate Monthly Invoices for each Facility listed in Table 3. The Monthly Invoices shall include, at a minimum, the following information specified according to each Facility:

1. The amount of Conventional Energy consumed by the Government for each POD;
2. All Other Market Charges, their corresponding line-item prices, and all documentation necessary to substantiate these prices as Pass-Through Charges;
3. The cost of all Scheduling Services;
4. The total amount due from the Government to the Contractor for all energy and related services consumed by the Government.

C.7.1.1.2 Production Month

Contractor shall submit one summary Monthly Invoice containing aggregate Facility information for each Conventional Month, along with separate Monthly Invoices for each Facility listed in Table 3. The Monthly Invoices shall include, at a minimum, the following information specified according to each Facility:

1. Identified and/or calculated figures for each of the Figures contained in Table 6, above;
2. All Other Market Charges, their corresponding line-item prices, and all documentation necessary to substantiate these prices as Pass-Through Charges;
3. The unit price and total cost of all Scheduling Services;
4. The unit price and total cost for the Congestion Charges for Renewable Energy;
5. The number of GOs cancelled on behalf of the Government, with appropriate substantiating documentation;
6. The total amount due from the Government to the Contractor for all energy and related services consumed by the Government.

C.7.1.2 Monthly Electronic Data

Contractor shall provide remote monitoring of the REGS Meter to the Government, and settlement quality REGS Meter data shall be secure and remotely accessible by the Government through a secure website using a unique password.

For each POD, throughout the term of this contract, Contractor shall provide the following data on said website within fifteen (15) calendar days following the end of each Conventional Month or Production Month (subject to the data submission from the Distributor):

1. Hourly and/or 15-minute REGS generation and Facility consumption data in table format;
2. Hourly and/or 15-minute REGS generation and Facility consumption data in graph format; and
3. Monthly summary demand and consumption data for all Conventional or Production Months preceding the current month.

C.7.2 Annual Review Process, True-Up, and Annual Report

As renewable generation may not meet the instantaneous demand of the Government's Facilities on an hourly or monthly basis, for the purpose of determining whether the Contractor has met its Minimum Annual Production requirement as discussed in section C.6.1, the Parties shall annually (each Production Year excluding Productions Years Zero and Final) true-up RE production and consumption figures.

C.7.2.1 Annual Report

Contractor shall complete and submit a detailed and documented Annual Report within forty-five (45) calendar days following the end of each Production Year. The Annual Report shall include, at a minimum, the following information:

1. A summary of REGS production levels for each Production Month;
2. The Government's annual Renewable Energy and Conventional Energy consumption for the Production Year;
3. An assessment of whether the Contractor met its Minimum Annual Production Guarantee, and if not, the amount of the shortfall, an assessment as to why it occurred, and the Cure Plan; and
4. Documentation of any curtailment requests during the Production Year.

C.8 Metering

C.8.1 Meter Inspection and Testing

Meter inspection and testing is governed by Terna for the REGS Meter and by the Distributor's tariff for the Facility Meters. Contractor shall comply with all metering requirements established by Terna for the collection, recording, and reporting of interval metering for real and reactive demand from the REGS Meter. Contractor shall periodically review the meter data provided by Terna and the Distributor to determine if the REGS Meter or a Facility Meter may be inaccurate.

C.8.2 Right to Government Representation and Participation

Contractor shall promptly notify the Government after it receives notice from Terna or the Distributor, as applicable, of any scheduled meter inspections and testing, and the Government shall have the right to have representation during any such inspection and testing. Upon the Government's written request, Contractor shall furnish a copy of all information Contractor or its personnel receives as a result of such inspections and testing.

C.8.3 Defective Meters

If Contractor determines that a meter may be inaccurate, Contractor shall notify the Government in writing within five (5) calendar days, and shall take the actions permitted under the Terna requirements or the Distributor tariff, as applicable, to request inspection and testing of the affected meters.

If the Government has reason to believe that a meter is malfunctioning, the Contracting Officer shall notify Contractor to request a test of the meter, if permissible, under Terna's requirements or the Distributor's tariff, as applicable.

C.8.3.1 Repair

If any meter is found to be defective or inaccurate, following written concurrence of that assessment by the Government, it shall be adjusted, repaired, replaced, and/or recalibrated as near as practicable to a condition of zero error by Contractor at the expense of the Government or the owner, in the case of the Facility Meters, and at the expense of the Contractor in the case of the REGS Meter.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government
0011	N/A	N/A	N/A	Government
0012	N/A	N/A	N/A	Government
0013	N/A	N/A	N/A	Government
2001	N/A	N/A	N/A	Government
2002	N/A	N/A	N/A	Government
2003	N/A	N/A	N/A	Government
2004	N/A	N/A	N/A	Government
2005	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4

Inspection Of Services--Fixed Price

AUG 1996

Section F - Deliveries or Performance

SECTION F**F.1 Performance Deliverables**

Contractor shall submit the Performance Deliverables as specified in Table 7, below. The Government will review and acknowledge receipt of deliverables within fourteen (14) calendar days of receipt, unless otherwise stated. Contractor shall submit the information electronically to the recipient of the deliverable, unless otherwise agreed upon by the Parties.

Table 7: Performance Deliverables			
Pre-Award Submissions			
RFP Section:	Description	Submittal Date	Recipient of Deliverable
L.3.1.2.1	Environmental Studies Completed for offsite REGS location(s) in accordance with Italian law -- Initial	With Contractor Initial Proposal Submission	CO
L.3.1.2.1	Description of Status in Terna Interconnection Process, to include changes thereafter	With Contractor Initial Proposal Submission	CO
L.3.1.2.5	Sample Invoice Submittal	With Contractor Initial Proposal Submission	CO
H.14.3	Service Interruption and Contingency Plan and Excusable Delay Event Plan	With Contractor Initial Proposal Submission	CO
H.10	Project Finance Plan (Preliminary)	With Contractor Initial Proposal Submission	CO
Post-Award Submissions			
L.3.1.2.1	Copy of Interconnection Application	After Notice of Intent to Award	RESPONSIBLE PARTY/COR
C.3.3	As-Built Drawings and Emergency Operating Plans (Final)	After Award	COR/CO
H.5	Environmental Compliance	Duration of Term	COR / CO
L.3.1.2.1	Environmental Studies Completed for offsite REGS location(s), Final	Prior to Contract award	CO
C.2.1.1	Verification of GO Cancellation	Annually after COD	COR/CO
C.3.7	Status of REGS Commissioning and Notice of Commercial Operations Date	Prior to COD	COR / CO
	Outage Report	10th day of each subsequent month reporting for the previous month	COR
	Monthly Meter Report	10th day of each Month	COR

C.7.2	Annual Reconciliation	Within 30 Days After Annual Period	COR
H.6	Bank Guarantee	Within 15 days after the Effective Date	CO or COR
H.10	Final Project Finance Plan	TBD	

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A
0011	N/A	N/A	N/A	N/A
0012	N/A	N/A	N/A	N/A
0013	N/A	N/A	N/A	N/A
2001	N/A	N/A	N/A	N/A
2002	N/A	N/A	N/A	N/A
2003	N/A	N/A	N/A	N/A
2004	N/A	N/A	N/A	N/A
2005	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order

AUG 1989

CLAUSES INCORPORATED BY FULL TEXT

5252.242-9305 PRE-PERFORMANCE CONFERENCE (JUL 1995)

Within days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

Section G - Contract Administration Data

SECTION G**G.1. General**

The Government will not be obligated to reimburse Contractor for work performed, items delivered, or any costs incurred, nor shall Contractor be obligated to perform, deliver, or otherwise incur costs except as authorized under this contract or a future modification to this Contract.

G.2 Authorized Changes

This Contract shall only be modified by written agreement of Contractor and the Contracting Officer. No order, statement, or conduct of Government personnel who visit the REGS or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under this contract. Contractor shall not comply with any order, direction, or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract. The Contracting Officer is the only Person authorized to approve changes in any of the requirements of this Contract on behalf of the Government. In the event Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

G.3 Contracting Officer Representative

In accordance with DFARS 252.201-7000, *Contracting Officer's Representative*, the COR will act as the Contracting Officer's representative for technical matters, providing technical clarification, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of Contractor's performance. The COR shall review submittals provided in section F and consult with Contractor regarding interconnection and other technical issues during the construction and installation of the REGS.

The COR is not an administrative Contracting Officer and does not have authority to direct the accomplishment of effort beyond the scope of work and other specifications contained in this Contract. When, in the opinion of Contractor, the COR requests effort outside the existing scope of this Contract, Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by Contractor under such direction until the Contracting Officer has issued a modification to this Contract, or until the issue has been otherwise resolved.

The Government COR for contract is:

Name: To be provided at Time of Award
 Address: To be provided at Time of Award
 Phone Number: To be provided at Time of Award

G.3.1 Alternate Contracting Officer Representative

In the event that the COR is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR.

The Alternate Government COR for this contract is:

Name: To be provided at Time of Award
 Address: To be provided at Time of Award

Phone Number: To be provided at Time of Award

G.4 Ordering Procedures

For the purposes of this contract, the load at the PODs, as described in section C, shall constitute an order for electricity to be furnished under this contract.

G.5 Billing

All costs associated with billing shall be included in the contract price. Contractor may only invoice for charges allowed under the terms and conditions of this Contract and separate invoices shall be submitted for each location. Each Monthly Invoice shall be prepared and submitted in a manner consistent with the Government’s requirements as specified in this contract, and applicable utility regulatory agency/commission requirements.

Monthly Invoices shall 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.

In case any undue charge is invoiced by the Contractor and paid by the Government, the money paid in excess shall be reimbursed through crediting the excess amount on the relevant account on the subsequent Monthly Invoice. Should this be unfeasible due to contract expiration, the credit claimed by the Government shall be reimbursed through a check addressed to the U.S. Treasury. The Contactor shall not issue credit notes as the Government cannot accept credit notes under any circumstances.

G.5.1 Monthly Invoice Recipients

The invoice and paying offices for the Facilities are identified below:

Invoices shall be sent via email/hard copy/TBD.

G.6 Public Statements

The Parties share a common desire to generate favorable publicity regarding the Facility and the Government’s purchase of RE from Contractor. The Parties agree that they will cooperate with each other in connection with the issuance of press releases regarding the Facility and the purchase of energy, and review press releases proposed to be issued by the other Party by no later than five (5) calendar days after submission by such other Party. Each Party furthermore agrees that it shall not issue any press release regarding this contract without the prior consent of the other, and will not unduly withhold or delay any such consent.

Section H - Special Contract Requirements

SECTION H

H.1 Failure to Meet Minor Contract Terms

A Minor Contract Term is a term that, if not observed, is judged insufficient to result in termination for default. In case the Contractor fails to meet some minor terms of the present contract, and the Government gives notice of such failure in writing, the Contractor is given fifteen (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 Government may contact the Italian government agency responsible for industry oversight and submit a formal complaint.

H.2 Anti-Mafia Certification

Pre-Award Effect of Anti-Mafia Procedures: Inasmuch as the work of this solicitation is to be performed on land owned by the Italian State, the prospective contractor will be subject to all Italian legislation concerning anti-mafia documentation, including, without limitation: Legislative Decree no. 159 of September 6, 2011, Decree of the President of the Republic no. 252 of June 3, 1998, Legislative Decree no. 490 of August 8, 1994, Law Decree No. 629 of September 6, 1982, and any subsequent anti-mafia laws, integrations and amendments. Only firms that submit the requested documentation will be considered for award. In the event that prior to award any mafia infiltration attempt is determined by the competent Prefect (Prefetto) against an offeror, pursuant to Art. 4 of Legislative Decree no. 490/1994, Art. 10 of Decree of the President of the Republic no. 252/1998, or any other anti-mafia law, no award will be made to said offeror. Furthermore, in the event that prior to award any additional information against an offeror is obtained and validated by the government or provided by the competent Prefect (Prefetto) pursuant to Art. 1, Section 7 of Law decree 629/1982, Art. 10, paragraph 9, of Decree of the President of the Republic no. 252/1998, or any other anti-mafia law, the Government may decide, at its sole discretion, that no award will be made to said offeror.

Subcontractors: The Offeror is responsible for complying with Italian Anti-Mafia laws with respect to its subcontractors; and, if necessary, requesting additional information regarding attempts of mafia infiltration from a competent Prefect (Prefetto). The Offeror agrees to provide the Government any appropriate documentation that may indicate mafia-collusion, to include, if available, results of any Prefect (Prefetto) investigations. If after award, a competent Prefect (Prefetto) determines that mafia infiltration attempts have occurred with a subcontractor, then the Offeror agrees, if requested by the Government, to promptly terminate the subject subcontract and replace the mafia-colluded subcontractor at its own cost with a compliant company.

Termination: If during the life of this contract, any mafia infiltration attempt is determined by the Government to have occurred or additional information is provided by the Prefect (Prefetto) against any component of the Contractor or any Subcontractor, pursuant to Art. 1, Section 7 of Law Decree 629/1982, Art 4 of Legislative Decree no. 490/1994, Art. 10 of Decree of the President of the Republic no. 252/1998, or any other anti-mafia law, the Government at its sole discretion may consider this a failure to execute the work and may terminate the contractor's right to proceed with the work under the "Default" clause of this contract.

Documentation Requirements: Contractor shall submit the following:

The offeror SHALL include a "self-declaration" in accordance with DPR 445/2000, stating that "pursuant to any applicable anti-mafia law in force, none of the causes of forfeiture, suspension or prohibition set forth by Art. 67 of the Code exist with regard to all the persons involved in the subject contract."

This documentation is to be included in your Price Proposal (Reference Section L).

H.3 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.

H.4 Post-Award Correspondence in English

In accordance with DFARS 252.225-7041, *Correspondence in English (JUNE 1997)*, Contractor shall ensure that all contract correspondence that is addressed to the Government is submitted in English or with an English translation.

H.5 Adherence to Italian Civil Code and all Applicable Environmental and Safety Laws

The regulation of electricity in Italy, to include supply, transportation, and distribution, is governed by the Italian Civil Code. Rules and regulations implemented by Terna, AEEGSI, and other governing bodies for the purposes of electricity regulation shall be adhered to by the Contractor. Contractor shall comply with all applicable environmental and safety laws, rules, and regulations. Contractor is solely responsible for obtaining appropriate and necessary legal counsel to assure Contractor's compliance with all laws, rules, and regulations applicable to Contractor at all times during Contractor's performance of this contract, including the solicitation period.

H.5.1 Final Governing Standards

Final Governing Standards (FGS) for environmental protection at the Facilities are in effect. These standards were developed by comparing and adopting the more protective requirements of the Overseas Environmental Baseline Guidance Document (OEBGD), European Union and National, Regional and Local environmental laws and regulations. The FGS are applicable to work under this contract. The FGS both English and local language versions may be viewed at the Public Works Department, Naples during normal business hours.

Contractor shall submit the following: An original, unexpired and not older than 6 months at the time of the proposal's due date, of the Chamber of Commerce Certificate of Membership (Certificato di iscrizione alia Camera di Commercio). Originals, unexpired and not older than one month at the time of the proposal receipt, of the Family Status and Residency Certificate of each member of the firm, as listed in the Chamber of Commerce Certificate of Membership (Per Decreto Legislativo n.490 of 8 Aug 94, published in the Gazzetta Ufficiale n. 186 of 10 Aug. 1994).

H.6 Bank Guarantees

If selected for contract award, Offeror shall submit a bank guarantee in the amount of _XX. The bank guarantee, whose language is provided in Attachment G, shall be submitted no later than fifteen (15) calendar days after the Effective Date, and shall be valid through the end of the performance period.

H.7 Joint Ventures

Offerors must be Prime Contractors or Joint Ventures. Offers from *Associazione Temporanea d'Imprese* (ATI) or Offerors using a *contractto de avvalimento* will not be accepted for this contract and will be considered non-responsive to the RFP.

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 severable liable for the performance of the whole contract and will be incorporated into the contract award if the award is made to the JV.

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

1. Name of firms that form the JV and the name of the JV;
2. Name and title of the corporate officials signing on behalf of each party;
3. Solicitation number;
4. Description of the responsibilities in terms of work category for each member (for example: Firm A Performing 100% of C-2-d);
5. 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.";
6. Date of issuance of the agreement and notarized signature of the corporate officials signing on behalf of each party; and
7. 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 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.

For the purposes of this solicitation, a joint venture refers to a legal entity in the nature of a corporation, consortium or partnership - comprised of two or more persons or entities, in which profits, losses and control are shared and there is joint liability for debt between all the persons and/or entities, which is fully legally incorporated to do business as a single entity in the jurisdiction from which it is formed. The joint venture must provide one (1) cage code for the joint venture itself, one (1) DUNS number for the joint venture itself and one (1) DUNS number for each member comprising the joint venture. The joint venture must be registered in the System for Award Management (SAM) using the name of the joint venture.

H.8 Termination for Convenience

(Industry comment on the Language provided in H.8.1 through H.8.2.3.1 is particularly desired)

H.8.1 General

Pursuant to the Termination for Convenience clause (FAR 52.249-2), the Government reserves the right to terminate this contract or any part hereof, for the sole convenience of the Government, at which time, the Contractor shall have no further obligations or liabilities under this contract other than obligations

arising prior to the effective time of termination. In order to exercise its right to terminate for convenience, the Contracting Officer shall send a Notice of Termination. Upon receipt of such Notice of Termination, the contract shall terminate on the specified date and Contractor shall be entitled to the Termination Payment. The Termination Payment shall be calculated in accordance with section H.8.2, and such Termination Payment shall be the sole and exclusive remedy of Contractor on and after the Notice of Termination.

H.8.2 Calculation of Termination Payment

H.8.2.1 General

In the event the Government elects to terminate this contract for its convenience, the Termination Payment due Contractor shall be determined in accordance with 52.249-2 and the specifications in section H.8. Contractor shall calculate a Termination Payment as of the Early Termination Date. The Government shall have the option to pay such Termination Payment to Contractor as either a Lump Sum Termination Payment or as Monthly Termination Payment, as described below, by delivering written notice to Contractor within ninety (90) calendar days after issuance of the Notice of Termination Payment. If the Government fails to make an election within that period, the Government shall be deemed to have elected to pay Contractor the Monthly Termination Payment.

H.8.2.2 Lump Sum Termination Payment

If Government elects to pay the Termination Payment in one lump sum (a "Lump Sum Termination Payment"), the Termination Payment shall equal the sum of:

1. Commercially reasonable costs, with no mark-up for profit, which Contractor incurs as a result of the Government's termination of this contract;
2. All amounts then owed to Contractor by Government; and
3. The then-applicable remaining net present value of only the Renewable Energy Payments due to the Contractor under this contract, absent the occurrence of the Early Termination Date.

Renewable Energy Payments shall be calculated by Contractor, in good faith, using a TBD annual discount rate and taking only the following factors into account: (1) the average net capacity factor for the REGS as determined by a third-party independent engineer based upon a Government-accepted, industry standard assessment tool appropriate for the applicable technology and historic generation; (2) the Renewable Energy only price (i.e., CLIN 0001); and (3) the total remaining term of the contract as of the Early Termination Date.

Government shall pay Contractor the Lump Sum Termination Payment within 180 days. If the Government elects to make a Lump Sum Termination Payment under the terms of this contract, it shall be the sole and exclusive remedy available to Contractor in connection with termination of this contract and shall not include consequential, incidental, punitive, exemplary, indirect or business interruption damages.

H.8.2.2.1 Lump Sum Termination Mitigation

In the event that Government has made a Lump Sum Termination Payment to Contractor, Contractor shall use commercially reasonable efforts to sell, on an arm's length basis, the Renewable Energy that, absent termination of this contract, would have been purchased by Government hereunder. If Contractor receives payments and benefits under such sales of Renewable Energy, Contractor shall pay to the Government such payments and benefits, net of any costs incurred by Contractor that would have been covered by

Government under this contract. This payment amount from the Contractor to the Government is the Lump Sum Termination Mitigation. If the calculated Lump Sum Termination Mitigation is greater than the Lump Sum Termination Payment, Contractor shall only be required under this section to pay to the Government an amount equal to the Lump Sum Termination Payment.

H.8.2.3 Monthly Termination Payment

If Government elects to pay the Termination Payment in monthly payments over the remaining contract term after an Early Termination Date (the “Monthly Termination Payment”), the Termination Payment for each remaining Production Month over the contract term shall equal:

1. Commercially reasonable costs, with no mark-up for profit, which Contractor incurs as a result of the Government’s termination of this Contract; plus
2. All amounts then owed to Contractor by Government; plus
3. The amounts, itemized for each monthly period, of the remaining Renewable Energy Payments due to the Contractor under this contract absent the occurrence of the Early Termination Date; minus
4. The amount of the Monthly Termination Payment Mitigation, described in H.8.2.3.1 below.

If the amount of payments and benefits received by the Contractor in its mitigation efforts, described below in H.8.2.3.1, are greater than the sum of items (1), (2), and (3), above, Contractor shall not owe the Government any payments under this section and the Monthly Termination Payment due to the Contractor from the Government will be equal to zero (0) Euros.

The monthly Renewable Energy Payments under this section shall be calculated by Contractor, in good faith, using a TBD annual discount rate and taking only the following factors into account: (1) the average net capacity factor for the REGS as determined by a third-party independent engineer based upon a Government-accepted, industry standard assessment tool appropriate for the applicable technology and historic generation; and (2) the Renewable Energy only price (i.e., CLIN 0001).

H.8.2.3.1 Monthly Termination Payment Mitigation

In the event that the Government has elected to make Monthly Termination Payments to Contractor, Contractor shall use commercially reasonable efforts to sell, on an arm’s length basis, the Renewable Energy that, absent termination of this Contract, would have been purchased by Government hereunder.

If Contractor receives payments and benefits under such sales of Renewable Energy on a monthly basis, such payments and benefits received by the Contractor during each Production Month, net of any costs incurred by Contractor that would have been covered by Government under this contract, are the “Monthly Termination Payment Mitigation.”

If, after an Early Termination Date, Contractor enters into one or more replacement transactions on terms and conditions similar to this Contract and with counterparties with acceptable credit ratings or who provide acceptable credit support, then Contractor shall provide Government with notice of such replacement transactions and the Parties shall meet to consider whether each Party, in its sole discretion, would agree to a lump sum payment of the remaining Termination Payment based on the difference, if positive, between the net present value of the Renewable Energy-only payments over then-remaining term of the Contract less the payments over the same term of the replacement transactions using a TBD annual discount rate and determined in H.8.1.1, above. Notwithstanding the foregoing, neither Party shall be

obligated to agree on such liquidation of the remaining Termination Payment. The Termination Payments shall be the sole and exclusive remedy available to Contractor in connection with such termination of this Contract and shall not include consequential, incidental, punitive, exemplary, indirect or business interruption damages.

H.9 Third-Party Financing

The Government recognizes that financing associated with Contractor's performance of this Contract may be accomplished using third-party financing, and as such, Contractor may grant to a Lender a security interest, in part or all, its right, title, and interest in the REGS used in the performance of this contract, as collateral security for satisfaction of Contractor's obligations under the financing agreement(s). Such financing agreements may also provide the opportunity for the financing source (or its permitted designee) to step in and perform or assume this Contract in the event of a Contractor default, provided, however that such provision shall at all times be subject to the rights of the Government, under this Contract and any Law. For purposes of this Contract, a "Lender" means any and all Persons or successors in interest thereof, (a) lending money or extending credit (whether directly to Contractor) as follows: (i) for the construction, interim or permanent financing or refinancing of the REGS; (ii) for working capital or other ordinary business requirements of the REGS (including the maintenance, repair, replacement or improvement of the REGS); (iii) for any development financing, bridge financing, credit support, credit enhancement or interest rate protection in connection with the REGS; (iv) for any capital improvement or replacement related to the REGS; or (v) in connection with the financing of a portfolio of projects that includes the REGS; (b) participating (directly or indirectly) as a tax equity investor; or (c) a lessor under a lease finance arrangement of the REGS.

In recognition of Contractor's need to obtain financing from a Lender, the Government will grant the requests set forth in this section:

1. Requests for the Government to provide Lenders copies of any default, cure or show-cause notice issued to Contractor and for other customary documentation granted; provided the Government shall not be required to grant such requests as otherwise prohibited by Law.
2. Requests by a Lender for an extension of response time to any default, cure or show-cause notices, provided that in no event shall any such extensions exceed a total of ninety (90) days following the applicable cure or show-cause period provided to Contractor, unless otherwise agreed in the Contracting Officer's discretion.
3. Requests by a Lender to execute or arrange for the delivery those normal, reasonable and customary consents, certificates, estoppels, opinions and other documents providing in connection with financing transactions.
4. Requests by Contractor to assign or sell its ownership interests in the REGS provided that such sale or assignment does not abrogate Contractor's obligations under this Contract.

H.10 Project Finance Plan

Contractor shall submit a Preliminary Project Finance Plan with their proposal that identifies the financing structure that is anticipated for the resultant contract. The Contractor's Preliminary Project Finance Plan shall provide a summary of the Contractor's project finance plan, including anticipated costs, discussion of the risks and why this strategy is of value to the Government. The finance plan elements include:

1. List all proposed sources of funding by provider, aggregate amount and type, including construction period financing and term financing. Include a schedule showing the expected amount and timing of project funding by source;

2. Identify the terms of the Applicant's debt and equity financing sources, highlighting terms that are subject to change prior to award. Provide information on the other types of expected borrowing, including type(s) of credit instrument(s) to be issued and security to be pledged for such borrowing;
3. Provide a quarterly sources and uses of funds statement for the construction period, prepared in accordance with US GAAP, showing the timing and amount of expected equity and debt funding; and
4. Provide annual pro forma financial statements for the period from the commercial operations date through the term of the Contract.

After selection of the best value proposal, the successful Offeror will enter into exclusive negotiations with the Government and shall provide a Final Project Finance Plan within sixty (60) days.

H.11 Taxes and Incentives

H.11.1 Taxes

The Government does not represent, warrant, or guarantee that the provisions of this Contract will result in any tax benefit or eligibility for Government or private incentives, rebates, or credits. The Government does not represent or guarantee that this Contract will be treated favorable in any particular matter or by any accounting rules.

H.11.2 Incentives

Contractor shall be responsible for determining the source, value, and availability of any applicable Environmental Attributes, financial and/or tax incentives made available by Distributors and the Italian government, which shall be applied to the Contractor's price proposal.

H.12 Assignment and Novation

H.12.1 Assignment

Contractor may assign its right to receive monies due or to become due from the Government under this Contract to a financing institution in accordance with FAR 52.232-23.

H.12.2 Novation

The Contracting Officer may recognize a third-party as a successor in interest to this Contract via a novation in accordance with FAR Part 42.12.

H.13 Government's Right to Terminate

Nothing in section H shall interfere with the Government's right to terminate this Contract for convenience or cause as otherwise set forth in this Contract.

H.14 Excusable Delay Event

Except for defaults of subcontractors at any tier, Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor (Excusable Delay Event). If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, Contractor shall not be liable for any excess

costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

H.14.1 Contract Extension Because of an Excusable Delay Event

In no event will any delay or failure of performance caused by a Excusable Delay Event extend this contract beyond the contract term. In the event that Contractor's delay or failure of performance attributable to said event continues for an uninterrupted period of three hundred sixty five (365) days, the Government may, at any time following the end of such period, terminate this contract in accordance with FAR 52.249-8. However, nothing herein shall be interpreted to limit the Government's right to terminate this contract for convenience at any time for reasons other than an Excusable Delay Event.

H.14.2 Economic Hardship

In no event shall the economic hardship of either party constitute a Excusable Delay Event. The event of higher actual costs than contracted costs to the contractor shall also not constitute a Excusable Delay Event.

H.14.3 Plans

Contractor shall supply the following information related to Excusable Delay Events with their initial proposal submission as an Appendix. This information shall be incorporated into the resultant contract award.

1. Service Interruption and Contingency Plan

- a. Defined procedures and provisions for responding to all service interruptions, caused by Terna or the REGS under normal daily operations and during disaster/contingency operations.
 - i. Discussion of the expected causes of service interruption and how each would be handled both internally and externally by the Contractor;
 - ii. Procedures for handling each type of service call (e.g., emergency, urgent, and routine) from notification to completion (may use diagrams, Gantt Charts, flow charts, etc.);
 - iii. Estimated time for reestablishment of permanent service;
 - iv. Discussion of Government notification procedures;
 - v. Emergency Restoration Plan; and
 - vi. Discussion of Facility-specific requirements, and any resultant procedures/provisions necessary to sufficiently address those requirements when responding to a service interruption.
- b. Resources to be utilized in the implementation of the procedures described in the Plan, including a description of the staffing and management personnel that will be available to ensure prompt response to emergency situations.

2. Excusable Delay Event Plan

- a. Describe how Contractor plans to protect itself (both financially and in terms of physical assets) from a Excusable Delay Event that significantly affects the REGS;
- b. Identify how the Contractor will bring the REGS back into service expeditiously following any such Excusable Delay Event;
- c. Identify any intent to rely on Italian Government relief agencies for financial assistance in recovering from any Excusable Delay Event and identify to what extent, if any, the Contractor would expect reimbursement under the contract;
- d. Identify any catastrophic insurance.

H.15 English Speaking Representative

At all times when any performance of the work at the site is being conducted by any employee of the Contractor or his subcontractors and a Government representative is present, the Contractor shall have a representative present on the site that is capable of explaining the work operations and receiving instruction in the English language. The Contracting Officer shall have the right to determine without appeal of such decision, whether the proposed representative has sufficient technical and lingual capabilities and the Contractor shall immediately replace any individual not acceptable to the Contracting Officer.

H.16 Code Compliance

U.S. Facilities within Italy are subject to compliance with Italian building codes. Where Italian codes are more stringent, Italian codes apply. Where United States building codes are more stringent, U.S. codes apply.

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252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-21	Requirements	OCT 1995
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015

52.222-29	Notification Of Visa Denial	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	OCT 2015
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-17	Evaluation of Foreign Currency Offers	FEB 2000
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.230-4	Disclosure and Consistency of Cost Accounting Practices -- Foreign Concerns	OCT 2015
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.239-1	Privacy or Security Safeguards	AUG 1996
52.241-4	Change in Class of Service	FEB 1995
52.241-11	Multiple Service Locations	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2015
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013

252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Fraud Hotline Poster(s)	OCT 2015
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.222-7007	Representation Regarding Combating Trafficking in Persons	JAN 2015
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2015
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.229-7003	Tax Exemptions (Italy)	MAR 2012
252.229-7012	Tax exemptions (Italy)--representation	MAR 2012
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7007	Limitation Of Government's Obligation	APR 2014
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.239-7000	Protection Against Compromising Emanations	JUN 2004
252.241-7001	Government Access	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.244-7001	Contractor Purchasing System Administration	MAY 2014

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52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)

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

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

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 SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart 32.11) for the same concern.

Registered in the System for Award Management (SAM) database means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;
- (2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record "Active".

System for Award Management (SAM) means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

- (1) Data collected from prospective Federal awardees required for the conduct of business with the Government;
- (2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and
- (3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

(b) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c)(1)(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

- (A) Change the name in the SAM database;
 - (B) Comply with the requirements of subpart 42.12 of the FAR; and
 - (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph

(c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the Contractor 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.

(d) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.acquisition.gov>.

(End of clause)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2015)

(a) Definition. As used in this provision--

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or Government entity; or

(2) An identifier assigned by a member of the North Atlantic treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter "CAGE" before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via--

(1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Contractor and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) The DLA Contractor and Government Entity (CAGE) Branch. If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at http://www.dlis.dla.mil/cage_welcome.asp.

(3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus and NSPA, as well as additional information on obtaining NCAGE codes, are available at <http://www.dlis.dla.mil/nato/ObtainCAGE.asp>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at http://www.dlis.dla.mil/cage_welcome.asp.

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(End of Provision)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$_____ per calendar day of delay [Contracting Officer insert amount].

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or

performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a _____ contract resulting from this solicitation.

(End of provision)

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding _____ dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is _____ dollars.

(End of clause)

52.216-25 CONTRACT DEFINITIZATION (OCT 2010)

(a) A ----- [insert specific type of contract] definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a ----- [insert specific type of proposal (e.g., fixed-price or cost-and-fee)] proposal, including data other than certified cost or pricing data, and certified cost or pricing data, in accordance with FAR 15.408, Table 15-2, supporting its proposal.

(b) The schedule for definitizing this contract is _____ [insert date] _____.

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) above, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) above, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of clause)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)

(a) Definitions. As used in this clause--Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is--

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), ``bulk cargo" means cargo that is loaded and carried in bulk onboard ship

without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

- (i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
- (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

(End of clause)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (1) Any such clause is unenforceable against the Government.
 - (2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
 - (3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
- (b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

52.241-2 ORDER OF PRECEDENCE-UTILITIES (FEB 1995)

In the event of any inconsistency between the terms of this contract (including the specifications) and any rate schedule, rider, or exhibit incorporated in this contract by reference or otherwise, or any of the Contractor's rules and regulations, the terms of this contract shall control.

(End of clause)

52.241-3 SCOPE AND DURATION OF CONTRACT (FEB 1995)

(a) For the period [insert period of service] the Contractor agrees to furnish and the Government agrees to purchase [insert type of service] utility service in accordance with the applicable tariff(s), rules, and regulations as approved by the applicable governing regulatory body and as set forth in the contract.

(b) It is expressly understood that neither the Contractor nor the Government is under any obligation to continue any service under the terms and conditions of this contract beyond the expiration date.

(c) The Contractor shall provide the Government with one complete set of rates, terms, and conditions of service which are in effect as of the date of this contract and any subsequently approved rates.

(d) The Contractor shall be paid at the applicable rate(s) under the tariff and the Government shall be liable for the minimum monthly charge, if any, specified in this contract commencing with the period in which service is initially furnished and continuing for the term of this contract. Any minimum monthly charge specified in this contract shall be equitably prorated for the periods in which commencement and termination of this contract become effective.

(End of clause)

52.241-6 SERVICE PROVISIONS (FEB 1995)

(a) Measurement of service. (1) All service furnished by the Contractor shall be measured by suitable metering equipment of standard manufacture, to be furnished, installed, maintained, repaired, calibrated, and read by the Contractor at its expense. When more than a single meter is installed at a service location, the readings thereof may be billed conjunctively, if appropriate. In the event any meter fails to register (or registers incorrectly) the service furnished, the parties shall agree upon the length of time of meter malfunction and the quantity of service delivered during such period of time. An appropriate adjustment shall be made to the next invoice for the purpose of correcting such errors. However, any meter which registers not more than percent slow or fast shall be deemed correct.

(2) The Contractor shall read all meters at periodic intervals of approximately 30 days or in accordance with the policy of the cognizant regulatory body or applicable bylaws. All billings based on meter readings of less than days shall be prorated accordingly.

(b) Meter test. (1) The Contractor, at its expense, shall periodically inspect and test Contractor-installed meters at intervals not exceeding year(s) The Government has the right to have representation during the inspection and test.

(2) At the written request of the Contracting Officer, the Contractor shall make additional tests of any or all such meters in the presence of Government representatives. The cost of such additional tests shall be borne by the Government if the percentage of errors is found to be not more than percent slow or fast.

(3) No meter shall be placed in service or allowed to remain in service which has an error in registration in excess of percent under normal operating conditions.

(c) Change in volume or character. Reasonable notice shall be given by the Contracting Officer to the Contractor regarding any material changes anticipated in the volume or characteristics of the utility service required at each location.

(d) Continuity of service and consumption. The Contractor shall use reasonable diligence to provide a regular and uninterrupted supply of service at each service location, but shall not be liable for damages, breach of contract or otherwise, to the Government for failure, suspension, diminution, or other variations of service occasioned by or in consequence of any cause beyond the control of the Contractor, including but not limited to acts of God or of the public enemy, fires, floods, earthquakes, or other catastrophe, strikes, or failure or breakdown of transmission or other facilities. If any such failure, suspension, diminution, or other variation of service shall aggregate more than hour(s) during any billing period hereunder, an equitable adjustment shall be made in the monthly billing specified in this contract (including the minimum monthly charge).

(End of clause)

52.241-7 CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR REGULATED SERVICES (FEB 1995)

(a) This clause applies to the extent services furnished under this contract are subject to regulation by a regulatory body. The Contractor agrees to give written notice of (1) the filing of an application for change in rates or terms and conditions of service concurrently with the filing of the application and

(2) any changes pending with the regulatory body as of the date of contract award. Such notice shall fully describe the proposed change. If, during the term of this contract, the regulatory body having jurisdiction approves any changes, the Contractor shall forward to the Contracting Officer a copy of such changes within 15 days after the effective date thereof. The Contractor agrees to continue furnishing service under this contract in accordance with the amended tariff, and the Government agrees to pay for such service at the higher or lower rates as of the date when such rates are made effective.

(b) The Contractor agrees that throughout the life of this contract the applicable published and unpublished rate schedule(s) shall not be in excess of the lowest cost published and unpublished rate schedule(s) available to any other customers of the same class under similar conditions of use and service.

(c) In the event that the regulatory body promulgates any regulation concerning matters other than rates which affects this contract, the Contractor shall immediately provide a copy to the Contracting Officer. The Government shall not be bound to accept any new regulation inconsistent with Federal laws or regulations.

(d) Any changes to rates or terms and conditions of service shall be made a part of this contract by the issuance of a contract modification unless otherwise specified in the contract. The effective date of the change shall be the effective date by the regulatory body. Any factors not governed by the regulatory body will have an effective date as agreed to by the parties.

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
- (6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.
- (d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- (f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value as determined by the Contracting Officer, for the loss of the Government property.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any insert regulation name (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

(a) *Definitions.* As used in this provision—

“System for Award Management (SAM) database” means the primary Government repository for contractor information required for the conduct of business with the 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 SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and

(2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record “Active.”

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) 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 or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) 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).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of Provision)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015)

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

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Contractor information system means an information system belonging to, or operated by or for, the Contractor.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified information that--

(i) Is--

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) Controlled technical information.

(B) Critical information (operations security). Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) Export control. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapid(ly) report(ing) means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall--

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum--

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government--

(A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause--

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations," <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; and

(2) Apply other security measures when the Contractor reasonably determines that such measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and

(2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

(End of clause)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

(b) CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

Section J - List of Documents, Exhibits and Other Attachments

SECTION J

NOTE: The individual files for Section J are attached separately.

This contract incorporates by reference the following attachments as if they were fully set forth herein. Please see the following attachments as part of this solicitation:

Table 8: Documents, Exhibits, and Other Attachments	
Attachment	Title
A	DRFP Comment Form
B	Illustration Figures
C	Other Market Charges
D	Load Projection by POD
E	Pricing and Production Worksheet
F	Expected TOU Load Shares
G	Bank Guarantee

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-5	Women-Owned Business (Other Than Small Business)	OCT 2014
52.204-8	Annual Representations and Certifications	JAN 2016
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
52.230-1	Cost Accounting Standards Notices And Certification	OCT 2015
252.204-7007	Alternate A, Annual Representations and Certifications	JAN 2015

CLAUSES INCORPORATED BY FULL TEXT

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision--"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions (b) contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

52.241-1 ELECTRIC SERVICE TERRITORY COMPLIANCE REPRESENTATION (MAY 1999)

(a) Section 8093 of Public Law 100-202 generally requires purchases of electricity by any department, agency, or instrumentality of the United States to be consistent with State law governing the provision of electric utility service, including State utility commission rulings and electric utility franchises or service territories established pursuant to State statute, State regulation, or State-approved territorial agreements.

(b) By signing this offer, the offeror represents that this offer to sell electricity is consistent with Section 8093 of Public Law 100-202.

(c) Upon request of the Contracting Officer, the offeror shall submit supporting legal and factual rationale for this representation.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

SECTION L**For Informational Purposes Only**

NOTICE: These Instructions to Offerors are for informational purposes only and if a potential RFP is issued it may not look similar to the below being provided. They are provided here to allow industry to see an example of the type of instructions typically contained in U.S. Government procurements of this type.

Comments to this DRFP should not follow the instructions provided here in section L. Industry should read section L and formulate questions or feedback for the Government in response to what is suggested here as an example of a potential section L for a future solicitation.

L.1 General

Each Offeror must submit an offer and other information to be used in the determination of responsibility.

L.1.1 Costs of Proposal Preparation are at the Sole Expense of the Contractor

By submitting a proposal, Offeror acknowledges and agrees that: (1) Offeror will incur non-reimbursable costs associated with proposal preparation, development work, and achieving eligibility for award; and (2) Offeror is solely responsible for any and all costs it incurs in connection with proposal preparation and/or development work related to any project submitted in response to the solicitation requirements. Offeror further acknowledges and agrees that under no circumstances will the Government be liable to the Offeror for any costs incurred prior to award of a contract, regardless of any direction given by the Government concerning actions to be taken by the Offeror in order to meet the any eligibility requirements, nor shall such costs be included in any claim for termination costs in the event that a contract is awarded and later terminated for convenience. Nothing in this paragraph is intended to waive remedies the Offeror may have in connection with a successful bid protest.

L.1.2 Firm Offer

The signature of the Offeror provided in Box 17 of the SF33 agrees, if this offer is accepted within one-hundred and eighty (180) calendar days from the date for receipt of offers specified in Box 9 of the SF33, 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.

L.1.3 Period of Acceptance of Offers

Only offers received within the stated time will be accepted. If submitted electronically, the official time stamp will be the one of the Contract Specialist's computer.

L.1.4 Inquiries by Offerors

Questions concerning any aspect of this solicitation shall be submitted in writing via e-mail to XXXX@navy.mil with "N62470" as the subject line. All questions will be answered electronically. Questions will be entertained up to fourteen (14) days prior to the previous closing date.

L.1.5 Request for Proposal Files

As mandated by the Department of the Navy, solicitation files are posted to NECO. It is the sole responsibility of the offeror to obtain the RFP files, along with any amendments, from this website.

L.1.6 System for Award Management

Registration in the System for Award Management (SAM) at <https://www.sam.gov> is required for all Offerors.

L.1.7 Disposition of Proposals

Proposals from unsuccessful offerors will not be returned to the offeror, but shall be destroyed by the Contracting Officer. No certificate of destruction will be issued.

L.1.8 Use of Non-Government Advisors

Offerors are advised that data submitted to the Government in response to this solicitation may be released to non-Government advisors for review and analysis. These advisors may be required to provide advice within their area of expertise regarding proposal strengths, weaknesses, inadequacies, risks, and deficiencies. Non-Government advisors will be subject to civil and criminal penalties associated with any release of information pursuant to FAR 3.104. If the offeror has any objection to a non-Government advisor having access to its proposal information, the offeror shall notify the Government immediately and provide grounds and justification for its objections. The non-Government advisors are employees of Booz, Allen & Hamilton (BAH). BAH may not assist or participate in preparation or submission of any proposal associated with this acquisition.

L.1.9 Debriefings

All offerors may request debriefings by providing a written request to the Contracting Officer within three (3) calendar days after receiving notification from the Contracting Officer of elimination from the competitive range or award of contract. To the maximum extent practicable, debriefings will be conducted within ten (10) calendar days of the debriefing request.

L.1.10 Teaming Arrangements

The Government recognizes the validity and integrity of teaming arrangements as defined and detailed in FAR Subpart 9.6. All offerors are encouraged to review FAR Subpart 9.6 to acquaint themselves with its details. If a joint venture or other teaming arrangement is contemplated, offerors must describe in detail the arrangement structure, including complete identification of the relationships/responsibilities of the teaming members. Teaming arrangement documents, including the teaming or joint venture agreement, shall be submitted as an attachment to Contractor's Technical Proposal.

L.1.11 Special Purpose Entities and Novation

The Government recognizes that securing financing pursuant to contract award may involve the establishment of a special purpose entity (SPE) or limited liability company (LLC). If a contract results from this solicitation, any post-award transfer of contractual rights from the awardee to another entity, including such an SPE or LLC, must be conducted in accordance with the novation requirements and procedures set forth in FAR 42.1204.

L.1.12 Choice of Language

Proposals shall be submitted in English. If documents originate with or are issued by the Italian Government, the document may remain in Italian and does not require translation.

L.1.13 General Guidelines

The proposal shall be clear and concise and shall include sufficient detail to meet the stated requirements within the solicitation for effective evaluation and for substantiating the validity of stated claims. The proposal shall not simply restate or rephrase the Government's requirements, but rather provide convincing rationale to address how the Offeror intends to meet these requirements. Offerors shall fully

define any assumptions, conditions and/or exceptions so that the evaluators will clearly understand the rationale for such action(s). Offerors shall assume that the Government has no prior knowledge of a Offeror's facilities and experience and will base evaluations on information presented in the Offeror's proposal. Each proposal and each proposal volume submitted shall be written on a stand-alone basis so that its contents may be evaluated without cross-referencing.

L.2 Proposal Format

L.2.1 Hard Copy and Electronic Copy

Offeror shall submit a hard copy of each volume of its proposal in separate three ring-binders, clearly titled, tabbed appropriately, and including the solicitation submittal requirements listed, as well a copy of the entire proposal on a CD-ROM. Should there be a discrepancy between paper and any submitted electronic information, the paper copies shall govern.

L.2.1.1 CD-ROM Requirements

With the exception of the Price Proposal, the Offeror shall submit proposal files on CD-ROM in the Adobe Portable Document File (PDF) format that is text searchable and with a table of contents (roadmap) of the proposal structure. The Offeror shall provide appropriate bookmarks and thumbnails. The Price Proposal shall be submitted in files developed and saved using any of the following or later versions of Microsoft software: Word 2000, Excel 2000, PowerPoint 2000, and Windows 98. No password-protected, zipped, or self-extracting files shall be used. Each Offeror shall provide virus-free CDs and shall submit confirmation with the proposal that they are virus-free. For both the hard copy and electronic proposals submissions, Offeror's shall include any appropriate markings, such as the legend prescribed by FAR 52.215-1(e), Restriction on Disclosure and Use of Data, if they wish to claim protection for portions of a proposal. Unnecessary graphics, multi-media functions (e.g., video clips or sound bites), or other embellishments are not desired.

L.2.2 Technical Volume and Price Volume

Contractor shall submit two volumes in its offer: (1) a technical proposal and (2) a price proposal. 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.

L.3 Content of Proposals

L.3.1 Technical Volume

L.3.1.1 Factors

The solicitation requires the evaluation of price and non-price factors. Factors may include, but are not limited to;

- a. Renewable Energy Project Experience
- b. Technical Viability
- c. Safety
- d. Past Performance on Recent, Relevant Projects

The distinction between experience and past performance is that experience pertains to the volume of work completed by a contractor that is comparable to the types of work covered by this requirement, in terms of size, scope, and complexity. Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.

L.3.1.2 Specifications

The Technical Volume shall describe the offeror's capability to construct, own, operate and maintain the REGS, as well as provide for any conventional energy required to meet the consumption demand at the Facilities as required by the contract. The proposal shall describe how the requirements and services described in Section C will be accomplished and how quality will be maintained throughout the contract. The technical proposal should be specific, complete in every detail, and provide concise, straight-forward descriptions of the offeror's capability and plan of action to perform this work.

L.3.1.2.1 Renewable Energy Production, Design, and Implementation

The offeror shall identify the renewable generation resource and describe in detail its technical approach for meeting the solicitation requirements and the extent to which the REGS will provide renewable energy to the Facilities. The offeror shall submit a system output profile in the form of a table, populated with the projected output of the proposed renewable production in kilowatt-hours (kWhs) on a yearly basis. Offerors shall thoroughly explain the methodology used to develop output profile, including an explanation of any tools or software package used and all key assumptions. The location of the REGS is at the discretion of the offeror. The offeror shall describe the following in detail:

1. Provide details of the offsite location, including but not limited to location maps illustrating physical location as related to other features, any environmental and cultural assessments and pertinent support materials;
2. Schedule of anticipated activities and milestones to ensure timely operational commencement;
3. Technical specifications of the REGS proposed, including but not limited to the type and manufacturer of proposed equipment, proposed scheduling to secure equipment and availability, and site control for the proposed location;
4. Describe the proposed method of interconnection through Terna to the PODs, to include the following:
 - a. Describe the planned interconnection point with Terna and the detailed plan whereby the offeror shall supply electricity and any ancillary services required to deliver electricity and for the scheduling and coordination of the delivery of electricity to the PODs;
 - b. Copies of interconnection requests, agreements, studies or notices;
 - c. Copies of documents indicating status in Terna interconnection process.

Note: Copies of documents requested in subparagraph (4) items (b) and (c) will not be counted toward any page limits. The requested documents should be submitted on CD-ROM and labeled appropriately within Volume 1 as an appendix.

L.3.1.2.2 Legal Narrative

The offeror shall submit a narrative demonstrating compliance with all legal and regulatory requirements necessary to generate, transmit and sell power to the Facilities for both Renewable energy and Conventional Energy. The offeror shall clearly address how its proposed approach meets all governmental authority requirements. The offeror shall also submit a narrative identifying any potential performance risk associated with its proposed approach to meeting the requirements of the solicitation, including implementation of the REGS and supplying both Renewable Energy and Conventional Energy to the Government. The proposal shall identify any regulatory scheduling and performance risks associated with their proposals, and describe how these identified risks will be avoided, mitigated, or resolved.

L.3.1.2.3 Past Performance

The offeror shall provide information about its past performance regarding renewable project(s) of similar complexity, scope, size, type, and approach to accomplishing work required by the RFP. The offeror shall provide references for up to five of its largest project(s) of similar scope to this project. Project(s) cited and references should be recent (i.e., commercial operation date within five years of the date of issuance of the solicitation), and relevant. The references should be limited to a well-articulated narrative of the project(s), along with the name of the client contact, address, telephone number, and email address. If the offeror fails to provide valid client contacts, past performance references may not be considered. The Government may contact the offeror's references to determine customer satisfaction with various aspects of the offeror's performance.

The Government's sources of information for evaluating past performance, including past performance of major or critical subcontractors and teaming partners, may include, but are not limited to, any and all information provided by the offeror, inquiries of owner representative(s), and other known sources not provided by the offeror, provided such information is recent. The Government reserves the right to only consider past performance under Federal Government contracts. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate, and complete past performance information rests with the offeror.

L.3.1.2.4 Subcontractors and Teaming Arrangements

The offeror shall provide references for any proposed subcontractor that will be performing a major or critical aspect of the work. If the offeror is proposing to use a joint venture or other teaming arrangement under FAR 9.6, the offeror shall also provide references for any previous teaming arrangements with same partner within the previous five years. If this is a first time joint effort with this partner, each party to the arrangement must also provide references. In addition, the offeror shall provide a well-articulated narrative, no more than twenty (20), that describes up to five previous projects performed in varied locations such as the project scope herein which are the same projects submitted under the Past Performance Questionnaire. At a minimum, the areas of past performance to be discussed shall include management, quality and quality control, knowledge and professionalism, problem resolution, adherence to schedules, working relationships, design capabilities, environmental awareness, and contract performance. All Offerors shall provide a Subcontracting Plan in accordance with FAR 52.219-9.

L.3.1.2.5 Other Required Items

The Offeror's proposal shall include:

1. A signed copy of the contract. This includes completion of Blocks 17a, 17b, 30a, 30b, and 30c of the SF 1449. Signature by the offeror on the SF 1449 constitutes an offer that the Government may accept. The original copy should be clearly marked under separate cover and should be provided without any punched holes;
2. Completion of Section K – Representations Certifications, and Statements. Offerors are reminded to pay particular attention to DFARS 252.209-7002;
3. Amendments to Solicitations;
4. Sample Invoice;
5. Monthly and annual wind resource data from the Premises and Wind EPF calculated capacity factor; and
6. Resource availability assessment for a minimum of one year.

L.3.2 Pricing Volume

The Pricing Volume proposal should present fair and reasonable prices in accordance with FAR Part 15. The Government desires to maximize the production of renewable energy and minimize the conventional energy margin throughout the contract period.

L.3.2.1 General

Offers should be sufficiently detailed to demonstrate their cost credibility. The burden of proof for cost credibility rests with the offeror.

L.3.2.2 Specific Costs

Operations and Maintenance costs are those costs associated with the day-to-day operation of the project(s), and scheduled preventative and predictive maintenance. Typical cost categories might include, but are not limited to, all labor (direct and indirect), materials and procurement costs, insurance, equipment, general and administrative, and overhead costs. This cost shall be incorporated into the contract price.

The Price Volume shall contain a completed copy of the Pricing and Production Worksheet, Attachment E. The proposed Euros per kWh price shall be carried out to the fifth decimal place. Proposals that exceed the NTE will not be accepted. Any Pricing Worksheets submitted where the formulas have been manipulated will be found unacceptable.

L.3.2.3 Price Proposal, Introduction, and Pricing Assumptions

Offerors shall discuss the pricing methodology used to develop each offered price. The discussion of pricing methodology must explicitly show the offeror's calculation of cost per kWh. The offeror shall provide the breakdown of its proposed fixed kWh charge proposed. In particular, the offeror shall provide documentation on how the contract price base was developed, including tax credits, other incentives, sale of renewable energy certificates, and operation and maintenance. The offeror shall identify all taxes included in the contract price.

L.4 Competitive Range

The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

CLAUSES INCORPORATED BY REFERENCE

52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
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CLAUSES INCORPORATED BY FULL TEXT

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

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

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 System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the System for Award Management SAM database means that--

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) 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 or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) 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.

(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).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of clause)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

- (i) The solicitation number;
 - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, or revision, of proposals.
- (i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
 - (ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
 - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
 - (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
- (1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
- (2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative

costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from _____ . (Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(c) The use in this solicitation of any _____ (48 CFR Chapter _____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

(d) CONTENT OF PROPOSALS (JAN 2003)

PROPOSAL REQUIREMENTS

(a) The technical proposal and the price/cost proposal shall be submitted in separate volumes. The technical proposal shall not contain any cost/pricing information, except for salary information provided on resumes. The technical proposal presented by the offeror to whom the award is made will be incorporated into the contract at time of award.

(c) The offeror shall submit the following information:

- (1) completed signed solicitation packages, including executed representations and certifications, and cost/prices in Section B and any accompanying exhibits.
- (2) copies of the technical proposal.
- (3) copies of the cost/price proposal.

(c) TECHNICAL PROPOSAL. Each technical proposal shall be precise, detailed, and complete as to clearly and fully demonstrate a thorough knowledge and understanding of the requirements. As a minimum, the proposal must contain sufficient detail so that it may be evaluated in accordance with the EVALUATION FACTORS provision, Section M.

(d) PRICE/COST PROPOSAL. Each price/cost proposal shall contain a breakdown of direct labor costs; direct material cost (identifying the quantity, type and unit price); subcontracting costs; overhead costs; general and administrative costs; and profit.

(1) Offers are solicited on an "all or none" basis and FAR 52.215-1, INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (MAY 2001) in Section L, is hereby modified. Failure to submit offers for all line items listed shall be cause for rejection of the offer.