SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

PAGE **1 of 33**

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER **SP0604-26-R-0409**

6. SOLICITATION ISSUE DATE **11 March 2026**

7. FOR SOLICITATION INFORMATION CALL

A. NAME
Email: DLAEnergyResilience@dla.mil

B. TELEPHONE NUMBER (No collect calls)
Phone: 445-737-9539
445-737-6129

8. OFFER DUE DATE/ LOCAL TIME
14 July 2026 – 2:00 PM EDT

9. ISSUED BY CODE

Defense Logistics Agency - Energy
Installation Energy, Resilient Energy Branch
8725 John J. Kingman Road, Suite 3827
Fort Belvoir, VA 22060-6222
Purchase Program: 8.3

10. THIS ACQUISITION IS

☒ UNRESTRICTED OR

☐ SET-ASIDE % FOR:

☐ SMALL BUSINESS

☐ EMERGING SMALL BUSINESS

☐ HUBZONE SMALL BUSINESS

☐ SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS

☐ 8(A)

NAICS: **221112**

SIZE STANDARD: **950 employees**

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

☒ SEE SCHEDULE

12. DISCOUNT TERMS

☒ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING K

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO: CODE

See Schedule

16. ADMINSTERED BY CODE SP0600

See Block 9

17a. CONTRACTOR/OFFEROR CODE FACILITY

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE

See Invoicing Instructions

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED:
☒ SEE ADDENDUM

19. ITEM NO,	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Department of War **Implementing Executive (EO) Order 14386** **Nationwide through Coal-Based Power Purchase Agreements(s) (PPA)** **See page 2**		**MWh**		

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

☐ 27a. SOLICITATIONS INCORPORATE BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.
☐ 27b. CONTRACTS/PURCHASE ORDERS INCORPORATE BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _1_ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

☐ 29. AWARD OF CONTRACT: REF _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. **UNITED STATES OF AMERICA** *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER
Cynthia G. Ralph

31c. DATE SIGNED

Table of Contents

Section A - SF 1449, Solicitation/Contract/Order for Commercial Items.....0

Part I – The Schedule

Section B – Supplies, Services, and Pricing 1
Section C – Description/Specifications/Statement of Work.....4
Section D – Reserved.....6
Section E – Inspection and Acceptance 6
Section F – Deliveries or Performance 6
Section G – Contract Administration.....7
Section H – Special Contract Requirements.....9

Part II – Contract Clauses

Section I – Contract Clauses 12

Part III – List of Documents, Exhibits, and Other Amendments

Section J – List of Attachments 22
Section K – Certifications and Representation…… www.SAM.gov and 23
Section L – Instructions, conditions, and notices to offerors or respondents……..23
Section M – Evaluation factors for award……...30

Part I – The Schedule

Section B – Supplies or Services, and Price/Costs.

B.1. Definitions, Acronyms, and Interpretation.

B.1.1. Definitions. For purposes of the contract, the following definitions apply to the contract:

"Annual Compliance Period" means the defined timeframe during which the Contractor must adhere to the contractual standards set forth in Section C.2.1
"Business day" means any day other than Saturday, Sunday, or any other day on which banking institutions in the state are required or authorized by applicable law to be closed for business.
"Contract" means this written agreement between the parties, including its terms, conditions, clauses, schedules, attachments, and any other documents attached hereto or incorporated herein by reference.
"Contract term" means the period from the contract effective date through the expiration date or any earlier termination date.
"Contracting Officer" is defined in FAR 2.101, *Definitions*.
"Contractor" means [TBD-insert name of the contractor].
"Designated REP" means a certified REP of record with the PUCT and a registered load servicing entity (LSE) within the appropriate ISO.
"Expiration date" means the date identified in subparagraph F.1.1., *Contract Term*, on which the contract terminates by reason of expiration of the contract term.
"Government" means the United States Government acting through properly delegated authority. For purposes of the contract, the properly delegated authority is the Contracting Officer.
"Installation" means any land, facility, or property under the control of the U.S. Department of War (DoW) or a military department, designated for military operations, training, or support activities.
"Kilowatt hour" means 1000-watt hours and represents one kilowatt of power expended for one hour of time.
"Law" means any statute, act, law, treaty, rule, regulation, ordinance, code, permit, enactment, injunction, order, writ, decision, authorization, judgment, decree, or other legal or regulatory determination or restriction by a governmental authority, including any of the foregoing that are enacted, amended, or issued after the contract effective date, and which becomes effective after the contract effective date, and any binding interpretation of any of the foregoing.
"Parties" means the Government and the Contractor.
"Party" means either the Government or the Contractor.
"Point of Delivery" means an interconnect with the UDC owned or controlled transmission or distribution systems. To be provided in any DO-RFP.
"Service Point" means the meter(s) for each account. To be provided in any DO-RFP.

"Taxes" means a Federal, state, interstate, or local tax.
"United States" means the contiguous United States the group of 48 U.S. states and the District of Columbia that are geographically connected and form a single, unbroken block of land in North America.

B.1.2. Acronyms. For purposes of the contract, the following acronyms have the meaning as provided:

"CAGE" means Commercial and Government Entity.
"CFPF" means Coal Fired Production Facility.
"CLIN" means Contract Line Item Number.
"CUI" means Controlled Unclassified Information.
"DFARS" means the Department of Defense FAR Supplement in title 48 of the C.F.R.
"DLA" means Defense Logistics Agency.
"DO-PPA" means Delivery Order- Power Purchase Agreement.
"DO-RFP" means Delivery Order -Request for Proposal.
"DoW" means Department of War.
"EO" means Executive Order.
"FAR" means the Federal Acquisition Regulation in title 48 of the C.F.R.
"IDIQ" means Indefinite Delivery, Indefinite Quantity.
"ISO" means Independent System Operator.
"kW" means a kilowatt of electrical energy.
"kWh" means a kilowatt hour of electrical energy.
"NTE" means not-to-exceed.
"PUC" means Public Utility Commission.
"REP" means Retail Electric Provider.
"RFP" means Request for Proposals.
"SAM" means the System for Award Management.
"SF" means Standard Form.
"UDC" means utility distribution company.
"UEI" means Unique Entity Identifier.

B.1.3. Rules of Interpretation. The following rules of interpretation shall apply to the contract:

B.1.3.1. References to the contract, without more specificity, refer to this contract as a whole, including its schedules, attachments, and other documents and clauses attached hereto or incorporated herein by reference, and not to any particular provision of the contract.

B.1.3.2. Words in the contract that import the singular connotation shall be interpreted as plural, and words that import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require.

B.1.3.3. References to a particular article, section, subsection, paragraph, subparagraph, appendix, or attachment shall, unless specified otherwise, be a reference to that article, section, subsection, paragraph, subparagraph, appendix, or attachment of the contract.

B.1.3.4. References in the contract to any person includes its permitted successors and assigns and to any person succeeding to its functions.

B.1.3.5. All references to dollars are to U.S. dollars.

B.1.3.6. A reference to a law includes any amendment or modification to such law, and all regulations, rulings, and other laws promulgated under such law whether such amendment or modification was made before or subsequent to the contract effective date.

B.1.3.7. The words "hereof", "herein", and "hereunder" and words of similar import refer to the contract as a whole and not to any particular provision of the contract unless the context indicates otherwise.

B.1.3.8. The words "include", "includes", and "including" mean include, includes, and including "without limitation" and "but not limited to".

B.1.3.9. The captions or headings in the contract are strictly for convenience and shall not be considered in interpreting the resulting contract.

B.1.3.10. References to "days" means calendar days, unless the term "business days" is used.

B.2. General Requirement. The Government is seeking to buy electricity generated from coal-fired energy production facilities and intends to award an Indefinite Delivery, Indefinite Quantity (IDIQ) contract from owners and/or operators of existing commercial coal-fired production facilities (CFPF), or offerors that have access to such facilities for this purpose, in accordance with 40 U.S.C. §501 and FAR Part 41. The Offeror shall provide electricity and ancillary services from one or more existing, operational, commercial CFPF interconnected to the grid within the United States. The Government is also interested in approaches that would strengthen grid reliability, prevent blackouts, enhance on-site fuel security, and support mission assurance for defense and intelligence facilities in a manner consistent with Executive Order 14386.

B.2.1. Order Limitations / Contract Ceiling. This IDIQ contract has an anticipated base ordering period of 5 years.

DO-PPAs will be placed in accordance with Section H.4, Procedures for Awarding Delivery Orders – Power Purchase Agreements. Any DO-PPA under this contract has a not-to-exceed (NTE) period of performance of 10 years. The Government is under no obligation to issue any DO-PPAs against this contract.

B.2.1.1. Total Maximum Contract Amount for each IDIQ contract is $ PENDING over a period of 5 years.

B.2.1.2. Minimum Guarantee Order(s) Value for this IDIQ contract is $ PENDING, provided that the contractor can demonstrate it has exercised due diligence and made its best efforts to secure a DO-PPA.

B.2.2. Customers: Department of War (DoW) Installations within the United States.

B.2.3. Contract Term. An IDIQ contract awarded pursuant to this solicitation will be valid for a period NTE 5 years. A DO-PPA awarded for the purchase of coal-based electricity will be for a NTE period of performance of 10 years.

B.2.4. Pricing. Will be requested at the DO-RFP.

Section C – Description/Specifications/Requirements.

C.1. Retail Electricity. The purpose of this IDIQ contract is to buy electricity from owners and/or operators of existing, operational, commercial CFPF, or offerors that have access to such facilities for this purpose, in accordance with 40 U.S.C. § 501 and FAR Part 41. The electricity provided under this contract shall conform to the tariff of the transmitting and/or distributing utility at the Point(s) of Delivery. The Contractor shall supply electricity from CFPF and any ancillary services required to deliver electricity to the Point of Delivery and for the scheduling and coordination of the delivery of electricity to the Service Point for each account. The Government is also interested in approaches that would strengthen grid reliability, prevent blackouts, enhance on-site fuel security, and support mission assurance for defense and intelligence facilities in a manner consistent with EO 14386.

C.1.1. All quantities ordered by the Government shall be considered firm and guaranteed for delivery by the Contractor to the delivery point, and for scheduling and coordinating, for ultimate delivery to the Service Point for each account.

C.2. Electricity Generated By Coal-Fired Energy Production Facilities. Executive Order 14386, Strengthening United States National Defense with America's Beautiful Clean Coal Power Generation Fleet. In alignment with this directive—and with EO 14261 Reinvigorating America's Beautiful Clean Coal Industry and Amending Executive order 14241, EO 14262 Strengthening the Reliability and Security of the United States Electric Grid, and EO 14156 Declaring a National Energy Emergency—it is the policy of the United States that coal fired power generation, and secure domestic coal supplies are essential to national and economic security. The Government intends to award Indefinite Delivery/Indefinite Quantity (IDIQ) contracts with multiple Delivery Order (DO) - Power Purchase Agreements (PPAs) for DoW requirements.

C.3. General Performance Requirements.

C.3.1. Scheduling and Supply Maintenance. It shall be the Contractor's responsibility to schedule and coordinate deliveries for all accounts awarded for the time period specified. The Contractor shall be responsible for supply management and overall coordination of production, transmission, and distribution of electrical power to the service point of each account will be identified in the DO-RFP.

C.3.1.1. The Contractor shall be knowledgeable of and responsible for imbalance policies, transmission grid losses, transmission congestion charges and UDC line losses for the delivery of electricity to the service point of each account under the contract.

C.3.1.2. The Contractor must meet all applicable State and Federal requirements necessary to successfully complete any contract.

C.3.1.3. The Government will not pay any costs associated with the Contractor's failure to abide by the terms of the applicable retail access rules and the UDC service agreements, they shall be the Contractor's responsibility.

C.3.2. Annual Review Report.

C.3.2.1. Nature of Annual Review. The Contractor shall complete and submit to the Government a detailed and documented annual review report within forty-five (45) days of the end of each Annual Compliance Period of the amount of electricity generated by CFPF during the Annual Compliance Period.

C.3.2.2. Components of the Annual Review Report. The annual review report consists of two sections: the CFPF Supply Report of electricity supplied by the CFPFs during the Annual Compliance Period, and Attachment JA1, CFPF Attestation Forms. The completed attestation forms shall be provided to the Contracting Officers (DLA Energy and the Installation Contracting Officer).

C.3.2.2.1. The CFPF Supply Report shall be completed and shall affirm the following:

a. The total quantity of electricity (in kWh) generated by CFPFs supplied to the Government.
b. For each CLIN, the total quantity of electricity (in kWh) generated by CFPFs supplied to each installation during the reporting period.
c. The quantity of electricity was obtained by the Contractor through a direct contractual agreement with a CFPF.
d. The generation data provided is accurate and sourced from the specified asset.

C.3.2.2.2. The Attestation Forms (Attachment JA1) shall be completed and clearly state the following:

a. The total quantity (in kWh) supplied during the Annual Compliance Period
b. Name of the generating facility
c. Address
d. Generating facility ID Number
e. eGrid Subregion where the CFPF is located
f. Point of contact and contact information
g. Capacity of the generating facility
h. Period of delivery

C.4. Taxes and Incentives.

C.4.1. No Guarantee of Tax Incentives or Benefits. The Government does not represent, warrant, or guarantee that the contract will result in any tax benefit or eligibility for government or private incentives, rebates, or credits.

C.5. Instructions.

C.5.1. This IDIQ contract may only be used by DoW Military Installations.

C.5.2. DLA Energy may, at any time, and at its sole discretion, revise the guidance documents, templates, and project systems referenced in this IDIQ contract to facilitate effective and efficient administration of the IDIQ contract over the entire period of performance.

Section D – RESERVED

Section E – Inspection and Acceptance.

E.1. Ordering. Will be identified in each DO-RFP.

Section F – Deliveries or Performance.

F.1. Contract Term and Place of Performance.

F.1.1. Contract Term. The contract term of the IDIQ will not exceed 5 years from date of award.

F.1.2. Delivery Order Term. An executed DO-PPA may not exceed 10 years.

F.1.3. Place of Delivery and Performance. The place of delivery and performance for any supplies to be provided and services to be performed hereunder is DoW Installations within the United States, as identified in the individual DO-RFP(s).

F.2. Contract Performance Deliverables Other Than Energy.

F.2.1. Form of Submission. Unless the nature of the deliverable requires physical delivery, the Contractor shall submit the deliverable to the Contracting Officer, or to other such person as the Contracting Officer may direct, in an electronic format.

F.2.2. List of Deliverables. The Contractor shall submit the following deliverables:

Table 7—*Deliverables*			
Pursuant to contract paragraph:	Description	Submittal/submitted date	Recipient of deliverable
C.3.1.1.	Annual compliance review.	Within 45 days of end of compliance year.	Contracting Officer
C.3.1.2.	Attestation Forms	Within 45 days of end of compliance year.	Contracting Officer

Section G – Contract Administration.

G.1. IDIQ Contract Administration. Administration of this IDIQ contract shall be accomplished by DLA Energy.

G.1.1. Unauthorized Changes. The DLA Energy Contracting Officer is the only person authorized on behalf of the Government to approve changes in any of the requirements of the IDIQ contract, notwithstanding any provisions to the contrary contained elsewhere in the contract. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the contract price to cover any increase in costs to the Contractor incurred as a result thereof.

G.1.2. Contract Information. The address and telephone number of the Contracting Officer is:

DLA Energy
Installation Energy – FEABA
8725 John J. Kingman Road, Suite 3827
Fort Belvoir, VA 22060

Email: DLAEnergyResilience@dla.mil

G.2. Contract Administration of Guidance Documents, Templates and Project Systems Related to the IDIQ Contract. The Government may, at any time, and at its sole discretion, revise the guidance documents and templates referenced in this IDIQ contract to facilitate effective and efficient administration of the IDIQ contract over the entire period of performance. The Government will notify the Contractor of any such revision a minimum of 60 days prior to the effective date of the revised version of the guidance document or template. The notification will include a brief summary of the proposed revision(s), why the revision(s) is being implemented, and the applicability of the revision(s) to future and/or current DO-PPA. If the proposed revision(s) may increase the cost or unduly delay participation in or performance of future and/or current DO-PPA, the Contractor must notify the Government within 15 calendar days of the proposed revision(s) notification. The Contractor shall continue participation in or performance of future and/or current DO-PPA projects pending resolution by the DLA Energy IDIQ Contracting Officer of any objections to the proposed revision(s) and shall comply with any decision of the DLA Energy IDIQ Contracting Officer. The DLA Energy IDIQ Contracting Officer will address any objections to the proposed revision(s) and issue a decision in a timely manner. Continued participation in or performance of future and/or current DO-PPA without an objection to the proposed revision(s) constitutes acceptance of the revised guidance documents and templates.

G.3. Delivery Order - Power Purchase Agreement (DO-PPA) Administration. Administration of the DO-PPA issued against this IDIQ contract shall be accomplished by a DLA Energy Contracting Officer, identified in the DO-PPA.

G.4. Invoice and Payment. The Contractor shall submit invoices in accordance with specific ordering instructions provided in each DO-PPA awarded under this IDIQ contract. These instructions may vary by the DO-PPA.

G.5. Record Keeping Requirements.

G.5.1. The Contractor shall keep records of data required to bill in accordance with the utility tariff of each account (demand and consumption data) in an electronic database format compatible with Microsoft Access or a spreadsheet format compatible with Microsoft Excel. These records shall be made available to the Government or to any party designated by the Government as authorized to request this data.

G.5.1.1. In the event that the Contractor maintains records on demand and consumption data in addition to that required to bill in accordance with the utility tariff, said data shall also be made available to the Government or to any party designated by the Government as authorized to request this data.

G.5.1.2. The Contractor shall make available to the Government or to any party designated by the Government, interval data (for those accounts with an interval meter) in Microsoft Excel format.

G.6. Public Statements or Press Releases. All communications or release of information to the public, the media, or Members of Congress prepared by the Contractor related to the IDIQ or the DO-PPA shall be reviewed and approved by DLA Energy's public affairs representative prior to issuance. Therefore, the Contractor shall, at least 15 calendar days prior to the planned issue date, submit a draft copy to the DLA Energy Contracting Officer of any planned communications or releases of information to the public, the media, or Members of Congress. DLA Energy will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

Section H – Special Contract Requirements.

H.1. Executive Order (EO) 14386, Strengthening United States National Defense With America's Beautiful Clan Coal Power Generation Fleet, issued February 11, 2026.

H.1.1. This EO, Reference Document JR1, establishes the policy of the United States that coal is essential to our national and economic security, and that our electric grid must use power generation resources that have abundant fuel supplies capable of extended operations to address the national emergency declared pursuant to EO 14156, Declaring a National Energy Emergency. EO 14386 further directs the establishment of Power Purchase Agreements, or entering into any similar other contractual agreements, with coal-fired energy production facilities to serve DOW installations or other mission-critical facilities, with priority given to projects that enhance:

(a) grid reliability and blackout prevention;
(b) on-site fuel security; and
(c) mission assurance for defense and intelligence capabilities.

H.2. Deregulated Markets. The Government and the Contractor acknowledge that the Contractor may use a designated retail electric provider (REP) during the contract term to deliver the energy required to be supplied by the Contractor under any DO-PPA. In such case, the Contractor will advise the Government in writing of the appointment of the Designated REP and the Contractor, and the Government will cooperate to provide the Designated REP with any information or authorization required to perform its responsibilities as the Designated REP. If the Contractor does use a Designated REP for the delivery of energy on its behalf under the DO-PPA, the Contractor shall remain liable for the costs and obligations set forth in the contract irrespective of its appointment of the Designated REP and such appointment shall not alter the Government's obligation under the DO-PPA.

H.3. Regulated Markets. The Government and the Contractor acknowledge that the Contractor shall align with the local utility's tariff and operational structure.

H.4. Procedures for Awarding Delivery Order – Power Purchase Agreements.

The Government intends to award multiple IDIQ contracts for the work specified in this contract. Therefore, fair opportunity must be provided to all IDIQ contract awardees in accordance with FAR l6.505(b) Orders under multiple-award contracts.

H.4.1. Key Event for a Delivery Order – Power Purchase Agreement (DO-PPA) Award

The typical sequence of key events for award of a DO-PPA project is as follows:

a. DLA Energy Authorization – DLA Energy will request authorization from the IDIQ Contracting Officer.

b. Request for Proposal – DLA Energy will give notice and a fair opportunity for award to all IDIQ contract holders and will ultimately select an IDIQ contract holder using the selection methods described in the DO-RFP.

c. DO-PPA Submission – The Contractor submits a proposal, which includes technical and price components.

d. DO-PPA Award – Based on negotiated DO-PPA proposals, the DLA Energy Contracting Officer awards a DO-PPA.

H.4.2. Contractor Selection Procedures

The DLA Energy Contracting Officer must provide each IDIQ contract holder with a fair opportunity to be considered for any DO-PPA award. In selecting a Contractor, the DLA Energy Contracting Officer may exercise discretion in developing the source selection procedures that comply with the FAR, all other applicable laws and regulations, and the framework of the selection method and the steps for selection that DLA Energy intends to use for the entire ordering process. All DO-RFPs issued under Section H.4. must be published on SAM.gov.

H.4.3. Evaluation Factors

The DLA Energy Contracting Officer shall consider technical and price components, unless otherwise specified in the DO-RFP.

H.4.4. Notification of Contractors Not Selected

The DLA Energy Contracting Officer must notify the Contractor(s) not selected that they are no longer being considered for award. The DLA Energy Contracting Officer must also

provide an opportunity for debriefings when required by law consistent with FAR 16.507-5(c) Orders valued above $7.5 million.

H.4.5. Fair Opportunity Consideration Award Method

a. The DLA Energy Contracting Officer shall provide a DO-RFP via SAM.gov in order to allow all IDIQ contract holders an opportunity.

b. The DLA Energy Contracting Officer shall review all responses submitted, conduct evaluations in accordance with the DO-RFP, and open discussions with the most highly rated Contractors.

c. The DLA Energy Contracting Officer shall award the DO-PPA.

d. Exceptions to the fair opportunity process are covered in FAR 16.507-6(b).

H.4.6. Additional Information

a. Any DO-PPA award is conditioned upon the selected IDIQ contract holder meeting the pre-award requirements as specified by this IDIQ contract and by the DO-RFP.

b. An active Federal Government contracts registration in SAM.gov is required when submitting an offer, at time of award and throughout the contract term.

c. The DLA Energy Contracting Officer may complete clauses and provision fill ins, tailor (if permitted by FAR), or insert additional FAR and/or DoW/DLA Energy specific requirements into the DO-RFP and DO-PPA, to the extent that such fill-in, tailoring or insertions do not alter the intent, principle, or substance of the IDIQ contract.

Part II – Contract Clauses.

Section I – Contract Clauses

I.1. Clauses and Provisions Incorporated by Reference.

I.1.1. This solicitation/contract incorporates contract clauses and 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.

I.1.2. The full text of any FAR, DFARS or DLAD solicitation clause or provision may be accessed electronically at this addresses:

FAR: https://www.acquisition.gov/far-overhaul/far-part-deviation-guide
DFARS: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html
DLAD: https://www.dla.mil/Acquisition/Policy-and-Directives/#98025

I.1.3. **FAR AND DFARS CLAUSES INCORPORATED BY REFERENCE**: The following Clauses are Incorporated by Reference for the duration of the contract term:

Regulatory Number	Clause Title
FAR 52.203-6 w/ Alt I	Restrictions on Subcontractor Sales to the Government (JUN 2020)
FAR 52.203-13	Contractor Code of Business Ethics and Conduct (NOV 2021)
FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
FAR 52.204-13	System for Award Management Maintenance (Deviation 2026-O0038 JAN 2026)
FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Deviation 2026-O0038 JAN 2026)
FAR 52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Deviation 2026-O0038 JAN 2026)
FAR 52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Deviation 2026-O0038 JAN 2026)
FAR 52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Deviation 2026-O0038 JAN 2026)
FAR 52.219-8	Utilization of Small Business Concerns (Deviation 2026-O0038 JAN 2026)
FAR 52.219-9 with Alt II	Small Business Subcontracting Plan, with Alternate II (Deviation 2026-O0038 JAN 2026)
FAR 52.219-16	Liquidated Damages—Subcontracting Plan (Deviation 2026-O0038 JAN 2026)
FAR 52.222-3	Convict Labor (Deviation 2026-O0038 JAN 2026)
FAR 52.222-35	Equal Opportunity for Veterans (Deviation 2026-O0038 JAN 2026)
FAR 52.222-36	Equal Opportunity for Workers with Disabilities (Deviation 2026-O0038 JAN 2026)

FAR 52.222-37	Employment Reports on Veterans (Deviation 2026-O0038 JAN 2026)
FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Deviation 2026-O0038 JAN 2026)
FAR 52.222-50	Combating Trafficking in Persons (Deviation 2026-O0038 JAN 2026)
FAR 52.222-54	Employment Eligibility Verification (Deviation 2026-O0038 JAN 2026)
FAR 52.225-5	Trade Agreements (NOV 2023)
FAR 52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024)
FAR 52.232-33	Payment by Electronic Funds Transfer—System for Award Management (OCT 2018)
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors (MAR 2023)
FAR 52.233-3	Protest After Award (Deviation 2026-O0038 JAN 2026)
FAR 52.233-4	Applicable Law for Breach of Contract Claim (Deviation 2026-O0038 JAN 2026)
DFARS 252.203-7000	Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
DFARS 252.203-7002	Requirements to Inform Employees of Whistleblower Rights (DEC 2022)
DFARS 252.203-7003	Agency Office of the Inspector General (AUG 2019)
DFARS 252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (MAY 2024)
DFARS 252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support (JAN 2023)
DFARS 252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (JAN 2023)
DFARS 252.204-7020	NIST SP 800-171 DoD Assessment Requirements (NOV 2023)
DFARS 252.205-7000	Provision of Information to Cooperative Agreement Holders (JUN 2023)
DFARS 252.219-7003	Small Business Subcontracting Plan (DoD Contracts) – Basic (DEC 2019)
DFARS 252.225-7001	Buy American and Balance of Payments Program (FEB 2024)
DFARS 252.225-7012	Preference for Certain Domestic Commodities (APR 2022)
DFARS 252.225-7021	Trade Agreements – Basic (FEB 2024)
DFARS 252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime (JAN 2023)
DFARS 252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (JAN 2023)
DFARS 252.232-7003	Electronic Submission of Payment Requests and Receiving Reports (DEC 2018)
DFARS 252.232-7010	Levies on Contract Payments (DEC 2006)
DFARS 252.243-7002	Requests for Equitable Adjustment (DEC 2022)
DFARS 252.244-7000	Subcontracts for Commercial Products and Commercial Services (NOV 2023)

I.1.4 FAR AND DFARS PROVISIONS INCORPORATED BY REFERENCE

The following Clauses are Incorporated by Reference for the duration of the contract term:

Regulatory Number	Provision Title
FAR 52.204-7	System for Award Management – Registration (Deviation 2026-O0038 JAN 2026)
FAR 52.229-11	Tax on Certain Foreign Procurements – Notice and Representation (Deviation 2026-O0038 JAN 2026)
DFARS 252.203-7005	Representation Relating to Compensation of Former DoD Officials (SEP 2022)
DFARS 252.204-7008	Compliance with Safeguarding Covered Defense Information Controls (OCT 2016)
DFARS 252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements (NOV 2023)
DFARS 252.204-7024	Notice on the Use of the Supplier Performance Risk System (MAR 2023)
DFARS 252.215-7008	Only One Offer (DEC 2022)
DFARS 252.215-7016	Notification to Offerors – Post award Debriefings (OCT 2025)
DFARS 252.219-7000	Advancing Small Business Growth (JUN 2023)
DFARS 252.225-7055	Representation Regarding Business Operations with the Maduro Regime (MAY 2022)

I.1.5 DLAD PROVISIONS INCORPORATED BY REFERENCE:

Regulatory Number	Provision Title
DLAD 52.233-9001	Disputes – Agreements to Use Alternative Dispute Resolution (ADR) (JUN 2020)
DLAD Procurement Note L06	Agency Protests (DEC 2016)

I.2. FAR AND DFARS CLAUSES IN FULL TEXT

FAR 52.216-18 Ordering (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from *Date of Award* through *NTE five (5) years*.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(b) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

FAR 52.216-19 Oder Limitations (OCT 1995)

(a) ***Minimum order***. When the Government requires supplies or services covered by this contract in an amount of less than PENDING, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) ***Maximum order***. The Contractor is not obligated to honor-
(1) Any order for a single item in excess of *PENDING*;
(2) Any order for a combination of items in excess of *PENDING*; or
(3) RESERVED

(c) If this is a requirements contract (***i.e.,*** includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within *five (5) business* days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

FAR 52.216-22 Indefinite Quantity Alternate II (Deviation 2026-O0038 JAN 2026)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract IDIQ contract may not exceed five (5) years and the DO-PPA contract may not exceed ten (10) years.

(e) The Government may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the contractor receives the notice of cancellation. No further orders may be issued against the contract, but orders already awarded will be completed unless a termination action is taken against the order.

(f) The Contractor may request to cancel this contract by submitting a written cancellation request to the contracting officer. The cancellation will take effect 30 calendar days after the Government receives the cancellation request, unless the contracting officer informs the contractor, before cancellation is effective, that cancellation is not approved. A contractor who requests cancellation is not eligible for the minimum guarantee. If cancelled, no further orders may be issued against the contract, but orders already awarded will be completed unless a termination action is taken against the order.

FAR 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

Note: Multiple delivery order contracts maybe awarded; however, there can only be one (1) IDIQ contract holder awarded per an installation requirement.

DFARS 252.204-7021 CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) Definitions. As used in this clause—

"Controlled unclassified information" means information the Government creates or possesses, or information an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls (32 CFR 2002.4(h)).
"Current" means—

(1) With regard to Conditional Cybersecurity Maturity Model Certification (CMMC) Status—

(i) Not older than 180 days for Conditional Level 2 (Self) assessments and Conditional Level 2 (certified third-party assessment organization (C3PAO)) assessments, with—

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance by an affirming official (see 32 CFR 170.4); and

(ii) Not older than 180 days for Conditional Level 3 (Defense Industrial Base Cybersecurity Assessment Center (DIBCAC)) assessments, with—

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance by an affirming official;

(2) With regard to Final CMMC Status—

(i) Not older than 1 year for Final Level 1 (Self), with—

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.15); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official;

(ii) Not older than 3 years for Final Level 2 (Self) assessments and Final Level 2 (C3PAO) assessments, with—

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(iii) Not older than 3 years for Final Level 3 (DIBCAC) assessments, with—

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(3) With regard to affirmation of continuous compliance (32 CFR 170.22), not older than 1 year with no changes in compliance with the requirements at 32 CFR part 170.

"Cybersecurity Maturity Model Certification (CMMC) status" means the result of meeting or exceeding the minimum required score for the corresponding assessment. The potential statuses are as follows:

(1) Final Level 1 (Self).
(2) Conditional Level 2 (Self).
(3) Final Level 2 (Self).
(4) Conditional Level 2 (C3PAO).
(5) Final Level 2 (C3PAO).
(6) Conditional Level 3 (DIBCAC).
(7) Final Level 3 (DIBCAC).

"Cybersecurity Maturity Model Certification unique identifier (CMMC UID)" means 10 alphanumeric characters assigned to each CMMC assessment and reflected in the Supplier Performance Risk System (SPRS) for each contractor information system.

"Federal contract information (FCI)" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government. It does not include information provided by the Government to the public, such as on public websites, or simple transactional information, such as information necessary to process payments.

"Plan of action and milestones" means a document that identifies tasks to be accomplished. It details resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones, as defined in National Institute of Standards and Technology Special Publication 800-115 (32 CFR 170.21).

(b) Framework. The Cybersecurity Maturity Model Certification (CMMC) is a framework for assessing a contractor's compliance with applicable information security protections (see 32 CFR part 170).

(c) Duplication. The CMMC assessments will not duplicate efforts from any other comparable DoD
assessment, except for rare circumstances when a reassessment may be necessary, for example, when there are indications of issues with cybersecurity and/or compliance with CMMC requirements.

(d) Requirements. The Contractor shall—

(1)(i) Have and maintain for the duration of the contract a current CMMC status at the following CMMC level, or higher: CMMC Level 1 (Self) [Contracting

Officer insert: CMMC Level 2 (Self) for all information systems used in performance of the contract, task order, or delivery order that process, store, or transmit FCI or CUI; and

(ii) Consult 32 CFR 170.23 related to the flowdown of the CMMC requirements, and flow down the correct CMMC level to subcontracts and other contractual instruments;

(2) Only process, store, or transmit FCI or CUI on contractor information systems that have a CMMC status at the CMMC level required in paragraph (d)(1) of this clause, or higher;

(3) Complete on an annual basis, and maintain as current, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier Performance Risk System (SPRS) (https://piee.eb.mil) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;

(4) Ensure all subcontractors and suppliers complete prior to subcontract award, and maintain on an annual basis, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required for the subcontract or other contractual instrument for each of the subcontractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the subcontract; and

(5) If the Contractor has a CMMC Status of Conditional, successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(e) Reporting. The Contractor shall—

(1) Submit to the Contracting Officer—

(i) The CMMC UID(s) issued by SPRS for contractor information systems that will process, store, or transmit FCI or CUI during performance of the contract; and

(ii) Any changes in the CMMC UIDs generated in SPRS throughout the life of the contract, task order, or delivery order, if applicable;

(2) Enter into SPRS the results of a current self-assessment for each CMMC UID, not covered by a C3PAO assessment or DIBCAC assessment, applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract; and

(3) Complete in SPRS on an annual basis and maintain as current an affirmation of continuous compliance by the affirming official (see 32 CFR 170.4) for each self-assessment, C3PAO assessment, or DIBCAC assessment required under the contract in SPRS.

(f) Subcontracts. The Contractor shall—

(1) Insert the substance of this clause, including this paragraph (f) and excluding paragraph (e)(1), in subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services, excluding commercially available off-the-shelf items, if the subcontract or other contractual instrument will contain a requirement to process, store, or transmit FCI or CUI; and

(2) Prior to awarding a subcontract or other contractual instrument, ensure that the subcontractor has a current CMMC certificate or current CMMC status at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor based on the requirements at 32 CFR 170.23.

DFARS 252.204-7025 NOTICE OF CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) *Definitions*. As used in this provision, "controlled unclassified information (CUI)," "current," "Cybersecurity Maturity Model Certification (CMMC) status," "Cybersecurity Maturity Model Certification unique identifier (CMMC UID)," "Federal contract information (FCI)", and "plan of action and milestones" have the meaning given in the Defense Federal Acquisition Regulation Supplement 252.204-7021, Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements, clause of this solicitation.

(b)(1) *Cybersecurity Maturity Model Certification (CMMC) level*. The CMMC level required by this solicitation is: ***CMMC Level 2 (Self)***. This CMMC level, or higher (see 32 CFR part 170), is required prior to award for each contractor information system that will process, store, or transmit Federal contract information (FCI) or controlled unclassified information (CUI) during performance of the contract.

(2) The Offeror will not be eligible for award of a contract, task order, or delivery order resulting from this solicitation if the Offeror does not have, for each of the contractor information systems that will process, store, or transmit FCI or CUI and that will be used in performance of a contract resulting from this solicitation—

(i) The current CMMC status entered in the Supplier Performance Risk System (SPRS) (***https://piee.eb.mil***) at the CMMC level required by paragraph (b)(1) of this provision; and

(ii) A current affirmation of continuous compliance with the security requirements identified at 32 CFR part 170 in SPRS.

(c) *Plan of action and milestones*. If the Offeror has a CMMC Status of Conditional, the Offeror shall successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(d) *CMMC unique identifiers*. The Offeror shall provide, in the proposal, the CMMC unique identifier(s) (CMMC UIDs) issued by SPRS for each contractor information system that will process, store, or transmit FCI or CUI during performance of a contract, task order, or delivery order resulting from this solicitation. The Offeror also shall update the list when new CMMC UIDs are generated in SPRS. The CMMC UIDs are provided in SPRS after the Offeror enters the results of self-assessment(s) for each such information system.

DLAD PROCUREMENT NOTE L35 CONTRACTOR TEAM ARRANGEMENTS – TASK AND DELIVERY ORDERS (AUG 2022)

(1) Definitions. As used in this procurement note— "Contractor Team Arrangement Agreement" (hereafter referred to as CTA Agreement) means a written

document between the contractor team arrangement (CTA) members that sets forth the different responsibilities, roles, and work allocation of the members as relates to the acquisition. “CTA Lead” means the contractor designated by the CTA members as the leader and whose responsibilities have been outlined in the CTA Agreement.

(2) Offers from a contractor team arrangement (CTA) shall complete fill-ins with information for team members proposed to perform on the order and submit with proposal.

(3) CTA Members [add lines as needed:

CTA Lead (Yes/No)	Company Name	CAGE Code	Task/Delivery Order Number
			(Contracting Officer completes upon award)

(4) If the CTA members change before or after task/delivery order award, the CTA Lead shall provide written notice, including updates to the CTA Members table at (3), to the contracting officer within two working days of change. The contracting officer will review and upon acceptance of the CTA change, issue a task/delivery order modification to update the table.

Part III – List of Documents, Exhibits, and Other Amendments

Section J – List of Attachments, Exhibits and Other Reference Documents

Attachment	Title
JA1	CFPF Attestation Form
JA2	Teaming Arrangement
JA3	Non-Disclosure Statement and Offeror Consent
JA4	Small Business Subcontracting Plan Form
JA5	Past Performance References

Exhibits	Title
JE1	Industry Understanding Guide

Reference Documents	Title
JR1	Executive Order 14386, Strengthening United States National Defense With America's Beautiful Clean Coal Power Generation Fleet

Part IV – Representations and Instructions.

Section K Representations, certifications, and other statements of offerors.

Completion via SAM.gov Representations, Certifications, and Statements. Offerors shall submit Section K information via SAM.gov only.

Section L Instructions, conditions, and notices to offerors or respondents

L.1. Inquiries by Offerors
Questions concerning any aspect of this solicitation shall be submitted in writing via e-mail to DLAEnergyResilience@dla.mil with the subject line of "RFP SP0604-26-R-0409: Coal IDIQ". **OFFERORS REQUESTING INFORMATION REGARDING THIS SOLICITATION SHALL CONTACT THE E-MAIL ADDRESS ONLY. CONTACTS TO OTHER GOVERNMENT PERSONNEL OR NONGOVERNMENT ADVISORS ARE PROHIBITED.** All questions shall be answered electronically. Questions shall be entertained up to **14** calendar days prior to solicitation closing date. No additional questions shall be answered.

L.2. Debriefings
Debriefings will be conducted in accordance with FAR 15.206-2 and FAR 15.301.

L.3. Teaming Arrangements

L.3.1. Teaming Arrangements are characterized by two or more business entities that are working together under the representation of one of the existing business entities for the duration of the contract. Since the Government can only determine the responsibility of the prime Contractor, in accordance with FAR 9.1, Responsible Prospective Contractors, Contractor's must identify in their offer any teaming arrangement to be considered and completely identify the relationships/responsibilities of the teaming members.

L.3.2. If a teaming arrangement is contemplated, provide complete information as to the arrangement, including any relevant and recent past/present performance information on previous teaming arrangements with same partner within the previous five years. If this is a first time joint effort, each party to the arrangement must provide a list of past and present relevant contracts within the past five years. All past performance information submitted by teaming partners will be considered during the evaluation process. Teaming arrangement documents shall be submitted via use of Attachment JA2.

L.4. Proposal Format

L.4.1. General Requirements

L.4.1.1. This section provides general guidance for preparing proposals, as well as specific instructions on the format and content of the proposal. The Offeror's proposal must include all data and information requested by these instructions and must be

submitted in accordance with these instructions. The Government will read/evaluate only the maximum number of pages allowed. Nonconformance with the specified organization, content, and page limitations may be cause for proposal rejection.

L.4.1.2. 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 assume that the Government has no prior knowledge of an 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.4.1.3. Proposals in response to this solicitation shall be submitted via email to: DLAEnergyResilience@dla.mil. Hand-delivery or mailed proposals shall not be accepted.

L.4.1.3.1. E-mails being sent to DLA Energy by non-DoD entities during the weekdays from 0800 to 1700 may be delayed up to several hours. To minimize potential issues as a result of any e-mail delays, DLA Energy requests that any correspondence from Non-DoD Entities allow at least 24 hours to be received.

L.4.1.3.2. E-mail receiving data and compatibility characteristics are as follows: The DLA Energy accepts attachments in—

i.PDF
ii.Microsoft Excel;
iii.Microsoft Word; and
iv.Microsoft PowerPoint.

(a) Initial proposals, modifications and proposal revisions submitted via e-mail must contain offeror's signature included in the attachment to the e-mail communication.

(b)Attachments that are not in .pdf file format must be sent password protected for "read only" to ensure the integrity of the data submitted.

(c) Proposals submitted electronically through a single e-mail must be no more than 50 MB. DLA Energy's mail server will reject messages larger than 50 MB.

(d) The DLA Energy e-mail filter will scan the incoming e-mail and attachments for viruses and key words. Abbreviations for terms such as "Analysts" or using "3Xs" as placeholders in a document are found in the filter's adult content library and may result in the e-mail delivery being delayed. Offerors are encouraged to verify receipt of e-mail offers by contacting the Contracting Officer prior to the solicitation closing time.

(e) If any portion of an e-mail proposal received by the Contracting Officer is unreadable, the Contracting Officer will immediately notify the offeror and permit the offeror to resubmit the proposal. The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror and the resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror

complied with the e-mail submissions instructions provided in this paragraph and with the time and format requirements for resubmission prescribed by the Contracting Officer.

(f) The Government reserves the right to make award solely on the e-mail proposal.

L.4.1.4. Exceptions will be considered by the Government solely for evaluation purposes. Unless identified as an exception in accordance with section L.5, and accepted as such by the Contracting Officer, exceptions shall not be deemed to be a part of any resultant contract.

L.4.2. Format

L.4.2.1. Offerors shall prepare the proposal as required below. The titles and contents of each section shall be as defined in the table below.

L.4.2.2. The Offeror shall prepare and submit an electronic version of Volumes I through III. The Offeror shall provide appropriate bookmarks and thumbnails. The minimum requirement is that a table of contents be linked to each file provided in the proposal via hypertext link. Additional hypertext links within the proposal are at the Offeror's discretion. No password-protected, zipped, or self-extracting files shall be used. Electronic proposals submissions Offerors 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. Elaborate graphics, multi-media functions (e.g., video clips or sound bites), or other embellishments are unnecessary and are not desired. Limit pictures in the proposal to the cover page only, and limit graphics to only those conveying data integral to the proposal.

Volume	Title
I	Technical Proposal
II	Past Performance
III	Contract Documentation

L.4.2.3. Proposal Organization/Limits. Offerors shall prepare the proposal as set forth in the table below. The titles and page limits of each volume shall be as defined in the table below. Any Offeror attachments/exhibits/addendums, etc. count towards the page limitations.

Volume	Title	Maximum Page Limit
I	Technical Proposal	**5** pages
II	Past Performance	**5** pages
III	Contract Documentation	None

L.4.2.4. Pages and Typing. Page size shall be 8½ by 11 inches (Word for Windows portrait format) or 11 by 8½ inches (Word for Windows landscape format). Landscape pages may be used only for large tables, charts, graphs, and diagrams, not for pages of text. Page size 11 by 17 inches may only be used for tables, figures/diagrams, illustration/drawings, and maps. Pages sized 11 by 17 inches will be counted as two pages. Text shall be single-spaced, in 11-point Arial font. Arial font size of 10 point may be used for tables, captions, matrices, maps, and header and footer information. For charts, graphs, and figures/diagrams, the font shall be no smaller than 5-point. Use at least 1-inch margins on the top and bottom and 1-inch side margins. Pages shall be numbered sequentially by volume. Page limitations shall be treated as maximums and, if exceeded, excess pages will not be read or considered in the evaluation of the proposal. Each page shall be counted except for the following: one (1) page cover page, table of contents (if included), and exceptions. The front and back of pages printed on each side are counted as separate pages.

L.4.2.5. Change Pages. In response to requests for proposal revisions, change pages shall be submitted for the electronic copies of the proposal volumes. In the upper right corner of each change page, include the Offeror name, exact location (i.e., volume, section, page number, etc.) within the original proposal, date of transmittal, and applicable discussion item number assigned by the source selection team. A change bar in the margin to indicate the changed part of each page shall mark changes.

L.4.2.6. Amendments to Solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offeror shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

L.4.2.7. Submission, Modification, Revision, and Withdrawal of Proposals.

(a) Proposals and modifications to proposals shall be submitted in the same manner as the original proposal described in L.4.1.3.

(b) The first page of the proposal (cover page) must show; the solicitation number, the name, address of the Offeror and the names, titles, signature, and telephone numbers of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation. 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. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation.

(c) 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., EDT, for the designated Government office on the date that proposal or revision is due.

If an Offeror chooses to submit more than one offer, it may do so by submitting a separate proposal submittal for each. Proposals in response to this solicitation shall be valid for 180 days (unless a different period is proposed by the Offeror and accepted by the Government).

(d) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is considered late and will be handled in accordance with FAR 15.107(b)(1).
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.

(e) An Offeror may submit modifications to its proposal(s) 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.

(f) Proposals may be withdrawn by written notice received at any time before award. 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. Offerors shall submit proposals in response to this solicitation in English and in U.S. dollars. Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

L.5. Exceptions to Terms and Conditions. Exceptions taken to terms and conditions of the request for proposal (RFP) shall be clearly identified after the table of contents in the Offeror's proposal. Each exception shall be specifically correlated to each paragraph and/or specific part of the RFP to which the exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, and specific requirements of the RFP. This information shall be provided in the format and content of the table below. If exceptions are not included in this format, no exceptions to terms and conditions will be assumed. The Government reserves the right not to consider any exceptions to the stated solicitation requirements received after the Offer Due Date.

RFP EXCEPTIONS

RFP Document	Paragraph/Page	Requirement/ Portion	Rationale
Specific component of the solicitation	Applicable page and paragraph numbers	Identify the specific requirement or portion to which exception is taken	Justify why the requirement will not be met or discuss reasons why not meeting the Government's terms and conditions might be advantageous to the Government. Identify a proposed alternative, if one is available to meet the requirement.

L.6. Proposal Reference Documents. Section J identifies various documents that are intended to support an Offeror's proposal development.

L.7. Use of Nongovernment Advisors. Offerors are advised that data submitted to the Government in response to this solicitation may be released to nongovernment 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. Nongovernment 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 nongovernment advisor access to its proposal information, the offeror shall provide grounds and justification for its objections. The nongovernment advisors are:

Exeter & Associates

Note: The companies listed above may not assist or participate in preparation or submission of any proposal associated with this acquisition.

L.7.1. Nongovernment Advisor Non-Disclosure Form. Pursuant to the Department of Defense Source Selection Procedures, dated August 20, 2022 paragraph 1.4.6.2, *Nongovernment Advisors*, before a nongovernment advisor is given access to an offeror's proprietary or source selection information, the Contracting Officer must ensure that:

(1) offerors have entered into their own non-disclosure agreement with the nongovernment advisor, or with the company employing the nongovernment advisor (see FAR 9.505-4(b)), and

(2) the Government has received the consent of the offerors to provide access to its proprietary information to the nongovernment advisor or the company which employs the nongovernment advisor.

Offerors are required to submit Attachment JA3, Non-Disclosure Statement and Offeror Consent, as part of their proposal submittal. This form does not count against the page count of the submitted Proposal Volumes. Please enter the responding Contractor name every place showing OFFEROR, sign, and submit the form in pdf along with Volume III – Contract Documentation of the proposal. If the proposal is found to be timely and responsive, DLA Energy will return a copy of the Non-Disclosure Statement signed by the appropriate nongovernment advisors.

L.7.2. Proprietary Information. Information deemed by the offeror to be proprietary shall be clearly marked as proprietary information. Proposals submitted in response to this solicitation will not be returned.

L.8. Proposal Content and Preparation Instructions

L.8.1. Volume I – Technical Proposal

L.8.1.1. The Technical proposal volume should be specific and complete and shall describe the offeror's capability of the requirements in the Performance Work Statement and presents a sound, effective approach to accomplishing the work. This includes an assessment of the offeror's proposed methodologies, management plan and quality control processes.

L.8.2. Volume II – Past Performance

L.8.2.1. The Government will evaluate the offeror's recent and relevant past performance to assess the level of confidence in the offeror's ability to successfully perform the contract by delivering coal based electricity from an owned/operated existing commercial CFPF or an offeror's that have access to such facilities for this purpose. The evaluation will consider performance on earlier orders under existing contracts, as well as other relevant contracts with government or commercial entities.

L.8.3. Volume III – Contract Documentation

L.8.3.1. Contract Documentation. The purpose of this volume is to provide information for the Government for preparing the contract document and supporting file. The Contractor's proposal shall include –

(a) A Signed copy of the contract. This includes completion of Blocks 17a, 17b, 30a, 30b, and 30c of the SF1449. Signature by the Contractor on the SF 1449 constitutes an offer that the Government may accept. The original copy should be clearly marked under separate cover.

(b) Completion via SAM.gov of Section K – Representations, Certifications, and Statements. Offerors shall submit Section K information via SAM.gov only.

(c) A signed copy of all Amendments to the Solicitation.

(d) Competed and signed Subcontracting Plan, Attachment JA4.

(e) Any Teaming Arrangements, Attachment JA2.

(f) Nongovernment Advisor Non-Disclosure Form(s), Attachment JA3.

Section M – Evaluation factors for award

M.1. Evaluation Factors for Award
This provision outlines factors the Government will consider in evaluating proposals submitted in response to this solicitation.

M.1.1. Basis for Contract Award
The resultant contract may be awarded to the Contractor that provides the best-value based on the evaluation factors contained in this section for generating and delivering coal-based electricity or have the access to such facilities in accordance with the statement of work.

M.1.2. Responsibility
A prospective contractor must affirmatively demonstrate its responsibility, including, when necessary, the responsibility of its proposed subcontractors. In accordance with FAR 9.103, the Contracting Officer shall make an affirmative determination of responsibility for each Offeror. FAR 9.104-1 defines the general standards to which a prospective contractor must comply in order to be determined responsible.

M.1.2.1. The offeror and/or its teaming partner(s) must show their experience possess, at a minimum, 12 months of experience providing supply and transportation (firm and/or interruptible) of electricity to wholesale or retail customers. These 12 months of experience must have been obtained no more than two (2) years before the date closing date/time defined in SF 1449, Block 8.

M.1.3. Order of Importance
The Government will award a contract resulting from this solicitation to the responsible Offeror(s) whose offer conforming to the solicitation will be most advantageous to the Government.

The proposed evaluation factors are listed below. All factors will be evaluated on the completeness, conciseness and relevance of the information provided.

Factor 1: Technical Capability/Risk
Factor 2: Past Performance

Past Performance is the most important evaluation factor. Technical Capability/Risk is not as important as Past Performance.

M.1.4. Technical Proposal

M.1.4.1. Factor 1 – Technical Capability/Risk
The Government will use a combined technical capability/risk rating to assess the offeror's proposed approach to satisfying the Government's requirements. The offeror shall be evaluated on whether their Technical Capability/Risk Proposal clearly and

precisely demonstrates a clear understanding of the requirements in the Performance Work Statement and presents a sound, effective approach to accomplishing the work. This includes as assessment of the offeror's proposed methodologies, management plan and quality control process.
The Government's evaluation will focus on any significant weaknesses and/or deficiencies associated with an offeror's proposed approach by analyzing the potential for disruption of schedule, increased cost or degradation of performance, the possible need for increased Government oversight, and the likelihood of unsuccessful contract performance.

M.1.4.2. Factor 2 – Past Performance

Offerors must submit three past performance references which the Government will evaluate for recency and relevancy in order to determine the Government's level of confidence in each offeror's ability to meet solicitation requirements. This evaluation will include any aspect of past performance that is relevant to the work to be performed under this contract. Recency is defined as performance on Government or commercial contracts where there has been at least 12 continuous months of performance within the last two years as of the closing date of the solicitation. Each offeror will be assessed on recent efforts accomplished by the offeror, focusing on performance that is relevant to the contract requirements. Relevancy is defined as a present/past performance effort involving similar scope and magnitude of effort and complexities this solicitation requires.

The Government will utilize the submissions provided by the Offeror on Attachment JA5 Past Performance References. If there are past performance documents on file that have been determined to be Recent and Relevant, the Government reserves the right to include these documents as part of the past performance evaluation process. In addition, the Government may use any data the Contracting Officer determines recent and relevant. This includes, but is not limited to, information from:

1. Contract Performance Assessment Reporting System (CPARS)
2. Past Performance Questionnaires
3. Customer Feedback
4. Offeror's Past Performance on DLA Energy Contracts
5. Electronic Subcontract Reporting System (eSRS)

This past performance information will be reviewed to determine the quality of the offeror's performance, general trends, and usefulness of the information. The Government's level of confidence in each offeror's ability to meet solicitation requirements will be based on the offeror's overall record of recency, relevancy, and quality of performance.

Offerors are advised that the Government may use information gained from any source to evaluate past performance and reserves the right to only consider the Contractor's performance under Federal Government or DLA Energy contracts. In the case of an offeror for whom information regarding the quality of past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance pursuant to FAR 15.202(c)(1).

M.1.5. Notice of Award

A written notice of award or acceptance of an offer furnished to the successful Offeror(s) within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.