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

1. REQUISITION NUMBER

PAGE **1 of 14**

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
15 May 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

B. CONTINUATION BLOCK OF SF 1449

1. Supplies to be Furnished:

a. Authority: Executive Order 14386, Strengthening United States National Defense With America's Beautiful Clean Coal Power Generation Fleet. In alignment with this directive—and with Executive Orders 14261, 14262, and 14156—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 firm fixed price contract(s) under 10 U.S.C. § 2922(a) Power Purchase Agreement(s) (PPA).

b. Supply Resource: The construction, provision, testing, operation, management, maintenance and eventual removal of any coal-based Energy Production Facility (EPF) constructed under any resultant contract. The EPF shall be owned and operated by the Contractor.

c. Contract Term: The contract term may not exceed 30 years, including construction, testing, energy production and delivery and EPF removal.

d. Customers: Department of War (DoW) Installations within the Continental United States (CONUS).

2. Scope of Work:

a. General Performance Requirements. The Government intends to award a PPA Contract(s) under 10 U.S.C. §2922a, *Contracts for energy or fuel for military installations,* in regulated or unregulated markets within CONUS utilizing coal-based power supply. 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. Energy Profile. TBD.

c. Commercial Operation Date (COD). TBD.

d. Environmental Requirements. The Supply Resource shall be constructed, operated and maintained under full NEPA compliance outcomes, at all times.

e. Industry Day: DLA Energy will host a collaborative Industry Day with interested parties to provide clarification and answer any questions. This is a critical opportunity to engage directly with our team, discuss the unique challenges and opportunities of this requirement and provide feedback that will ensure submissions are as comprehensive and

responsive as possible. This event will be held from 3:45 - 4:45 PM, on April 22, 2026, during DLA Energy's Worldwide Energy Conference at the Hyatt Regency Crystal City, Arlington, VA in the Potomac III & IV conference rooms. Pre-registration is required on or before April 15, 2026, via email to DLAEnergyResilience@dla.mil. No late registrations or walk-ins will be permitted. Please indicate names and affiliations of guests who plan to attend, which are limited to 2 registrants per company. DLA Energy will endeavor to post answers to the questions received during the Industry Day within 7 days.

f. Contract Period: The contract period shall commence on the effective date of the Contract award and end on (fill-in at time of award), unless terminated earlier pursuant to the provisions of the contract.

g. Delivery Period: The delivery period shall begin the first of the month following the COD.

C. CONTRACT CLAUSES

(a) This contract incorporates contract clauses in full text as identified below.
(b) This contract also incorporates contract 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.
(c) Alternatively, the full text of any FAR or DFARS solicitation clause may be accessed electronically at these addresses:

FAR/DFARS: https://www.acquisition.gov/content/regulations

CLAUSES IN FULL TEXT

FAR 52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services (NOV 2023)

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.,* 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C.3903) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by 33.211 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor

can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.
(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
(3) Addenda to this solicitation or contract, including any license agreements for computer software.
(4) Solicitation provisions if this is a solicitation.
(5) Other paragraphs of this clause.

(6) The Standard Form 1449.
(7) Other documents, exhibits, and attachments.
(8) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) 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:

(i) Any such clause is unenforceable against the Government.

(ii) 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.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) 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.

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

CLAUSES INCORPORATED BY REFERENCE.

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)

FAR AND DFARS PROVISIONS INCORPORATED BY REFERENCE

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)

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)

D. CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

Attachment I – RESERVED

Attachment II – RSERVED

Attachment III - Offeror Representations and Certifications

Attachment IV – Subcontracting Plan

E. SOLICITATION PROVISIONS

(a) This contract incorporates solicitation provisions in full text as identified below.
(b) This contract also incorporates 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.
(c) Alternatively, the full text of any FAR, DFARS, or DLAD solicitation clause may be accessed electronically at the address included under Section C, Contract Clauses.
(d) The Contractor is cautioned that some of the solicitation provisions listed below may include blocks that must be completed by the Contractor and submitted with its quotation or offer. As long as the Contractor identifies the solicitation provision by number, the Contractor may simply complete those paragraphs requiring fill-in information to submit with its offer.

PROVISIONS IN FULL TEXT:

FAR 52.212-2 Evaluation – Commercial Products and Commercial Services (Nov 2021)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Factor 1: Price
Factor 2: Combined Technical / Risk

The price and non-price evaluation factor are listed in descending order of importance. The non-price evaluation factors are significantly less important than price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror 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.

FAR 52.212-3 Offeror Representations and Certifications – Commercial Products and Commercial Services (Dec 2022)

See Attachment III

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

Regulatory Number	Provision Title
FAR 52.204-7	System for Award Management (NOV 2024)
FAR 52.204-16	Commercial and Government Entity Code Reporting (AUG 2020)
FAR 52.209-7	Information Regarding Responsibility Matters (OCT 2018)
FAR 52.209-12	Certification Regarding Tax Matters (OCT 2025)
FAR 52.212-1	Instructions to Offerors—Commercial products and Commercial Services (SEP 2023)
DFARS 252.204-7008	Compliance with Safeguarding Covered Defense Information Controls (OCT 2016)
DFARS 252.219-7000	Advancing Small Business Growth (JUN 2023)

Addenda to solicitation provision 52.212-1, Instructions to Offerors, for the following paragraphs have been changed to reflect the following:

b. *Submission of offers.*

Responses must be completed and submitted electronically to the following email mailbox: dlaenergyresilience@dla.mil. no later than 15 May 2026. Responses shall include the following information in addition to that specified within FAR 52.212-1.

1. Exceptions to Terms and Conditions. Exceptions taken to terms and conditions of the solicitation shall be clearly identified in the Offeror's proposal. Each exception shall be specifically correlated to each paragraph and/or specific part of

the solicitation to which the exception is taken. Provide rationale in support of the exception.

2. Content of submission.

a. Technical Proposal. The Offeror shall specify the EPF solution and provide any data applicable to such solution that shall be utilized to support the Government requirements to include:

1. Identify specific CONUS locations, geographic regions, or categories of military or defense-industrial installations that would be effective and feasible for meeting the energy-resilience and mission-assurance objectives of Executive Order 14386.

2. Describe your company's ability to support long-term PPA supply arrangements under 10 U.S.C. § 2922a, including any experience with contracts of up to 30 years, potential contract structures, and commercial considerations that influence your willingness to enter into such agreements.

3. Provide a preliminary, high-level project schedule from notice to proceed through commercial operation for both a representative new on-site facility and an off-site refurbishment project. Your schedule should identify all major phases (e.g., detailed design, environmental and regulatory permitting, procurement of long-lead time equipment, construction, commissioning, and grid interconnection) and their estimated durations. Additionally, please identify the top three critical path activities that you believe pose the most significant risk to the project timeline and describe your proposed strategies for mitigating these potential delays.

4. Identify any additional factors, capabilities, or constraints that the Government should consider regarding the industry's ability to provide coal-based power supply in support of the national security, grid reliability, and fuel security objectives of Executive Order 14386.

b. Price: Please include an explanation with your preferred pricing structure and explain how this structure is advantageous from both a commercial and customer (Government) perspective.

c. Completed Subcontracting Plan.