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

1. REQUISITION NUMBER: 1000229588

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: SPE604-26-R-0401

6. SOLICITATION ISSUE DATE: 2026 JUN 15

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Minna Pham DMP0057

b. TELEPHONE NUMBER (*No Collect calls*): Phone: 571-767-9300

8. OFFER DUE DATE/ LOCAL TIME: 2026 JUL 27 03:00 PM

9. ISSUED BY — CODE SPE604

DLA ENERGY
INSTALLATION ENERGY
8725 JOHN J. KINGMAN ROAD
FORT BELVOIR VA 22060
USA

10. THIS ACQUISITION IS
- [x] UNRESTRICTED OR
- [ ] SET ASIDE: ____ % FOR:
- [ ] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] EDWOSB
- [ ] 8 (A)

NAICS: 221112

SIZE STANDARD: 950 Employees

11. DELIVERYFOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [x] SEE SCHEDULE

12. DISCOUNT TERMS

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

13b. RATING

14. METHOD OF SOLICITATION
- [ ] RFQ
- [ ] IFB
- [x] RFP

15. DELIVER TO — CODE

SEE SCHEDULE

16. ADMINISTERED BY — CODE

17a. CONTRACTOR/ OFFEROR — CODE — FACILITY CODE

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY — CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

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
	See Schedule *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

- [x] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA — [x] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA — [ ] ARE [ ] ARE NOT ATTACHED

- [x] 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

- [ ] 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 *(Type or Print)*

31c. DATE SIGNED

PART I – THE SCHEDULE

SECTION A: SOLICITATION/CONTRACT FORM

1.0 CONTINUATION OF SF 1449, BLOCK 8 OFFEROR DUE DATE / LOCAL TIME

This date refers only to the non-price proposal requirements of this RFP. Offerors are encouraged to submit their proposals early as pricing is not required prior to the date and time defined in Standard Form (SF) 1449, Block 8. Offerors shall submit all non-price proposal elements and all other required documents pursuant to this RFP. For more information about proposal submission and the proposal evaluation methodology refer to sections L and M of this RFP.

Proposals received in response to this RFP will be valid for 180 calendar days (unless a different period is proposed by the offeror and accepted by the Government).

Prices shall be submitted via Attachment titled "Pricing Sheet TX2026" on a date and time to be determined. The official date and time for the submission of prices will be established via solicitation amendment.

Questions regarding this solicitation must be submitted in writing via email to dlaenergy.eteam@dla.mil no later than 12:00 pm EST, June 30, 2026. The Government may not provide answers to all questions submitted by Offerors prior to the date and time stated in SF 1449, Block 8. Any question not answered by the Government, may be "exception" (rather than a question) to the RFP, and should be submitted within Section K on Attachment titled "Proposal Requirements." The Government reserves the right not to consider any exceptions to the stated solicitation requirements received after the Offer Due Date.

This RFP is issued in accordance with the applicable regulations and guidance established under the Revolutionary Federal Acquisition Regulation (FAR) Overhaul, as implemented at the time of the solicitation issuance, and may be accessed electronically at these address(es):

FAR: https://www.acquisition.gov/far-overhaul/far-part-deviation-guide
DFARS: https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html

SECTION B: SUPPLIES OR SERVICES AND PRICES/COST

1.0 SUPPLIES TO BE FURNISHED

The contract quantities shown below are best estimates based on historical (or projected) data only of the Government's requirements for the contract period. The Contractor shall supply and deliver retail electricity and any ancillary services required as follows:

The Contractor shall supply retail electricity and any ancillary services to the point of delivery, to include the scheduling and coordination of the delivery of electricity to the service point for each account under the contract. 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. Charges incurred as a result of the Contractor's failure to abide by the terms of the applicable Retail Access rules and/or the Utility Distribution Company (UDC) Service Agreement shall be the responsibility of the Contractor. With the exception of any and all transmission and distribution related charges payable by the Government to the UDC under the applicable tariff for each account (unless said charges are the result of the Contractor's failure to perform in accordance with the contract), the Contractor is responsible for all costs associated with deliveries to the delivery point and

the scheduling and coordination for delivery of electricity to the service point for each account under the contract. The Contractor shall be liable for any and all penalties and/or additional costs assessed to the Government for the non-delivery of the firm requirements in accordance with paragraphs (f) and (m) of the FAR 52.212-4 TERMS AND CONDITIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES clause. Additionally, Contract performance shall be accomplished in accordance with the terms and conditions of this solicitation.

As used throughout this solicitation/contract, kW means kilowatt; kWh means kilowatt-hour; TDSP means Transmission/Distribution Service Provider; and UDC means Utility Distribution Company. Below are the acronyms and full names of each utility service area, public utility commission, and balancing authority.

RTO/ISO:	Electric Reliability Council of Texas (ERCOT)
Balancing Authority:	ERCOT
Public Utility Commission:	Public Utility Commission of Texas (PUCT)
Utility Service Area:	AEP Texas
	CenterPoint Energy
	Nueces Electric Cooperative
	Oncor Electric Delivery
	Texas New Mexico Power
	West Texas Utilities

1.1 CONTRACT LINE ITEM NUMBERS (CLINs) AND QUANTITIES

The Government is soliciting offers for supply and transmission of electricity and ancillary services, the total requirement of which shall be fulfilled with retail electricity for the installations listed in Table 1, below. The Government intends to award on a CLIN basis as stated in Table 1, below.

Table 1: Supplies to be Furnished

Type of Price	Retail CLIN	Location / Installation Name	# of Accounts	Total Electricity Requirement (kWh)
FFP	0001	Army Reserves	29	38,056,298
	0002	Fort Hood	2	35,072,988
	0003	Texas Air National Guard 147th	3	20,052,492
	0004	NAS Kingsville (TX ANG 149th FW)	3	262,754
	0005	Naval Air Station Kingsville	19	52,927,886
	0006	NAS JRB Fort Worth	3	97,283,122
	0007	Naval Air Station Corpus Christi	5	209,557,248
	0008	Marine Corps Reserve Center (MCRC) Galveston	1	522,050
	0009	Marine Corps Reserve Center (MCRC) Waco	1	1,055,040
	0010	Customs and Border Protection (CBP)	333	55,136,492

	0011	Immigration and Customs Enforcement (ICE)	37	14,368,774
	0012	NASA Columbia Scientific Balloon Facility (CSBF)	16	2,102,346
	0013	US Department of Agriculture (USDA)	12	2,198,646
	0014	Naval Air Station Kingsville Nueces	3	935,976
	0015	NASA Johnson Space Center (JSC)	6	111,782,764
FFP Block Utilizing RTSPP			4	
	0016	Army/Air Force Exchange Service (AAFES)	12	40,519,538
	0017	Strategic Petroleum Reserve (SPR) – Bryan Mound	1	30,730,079
RTSPP	0018	Dyess Air Force Base	9	129,101,266
(See 1.3)	0019	Holdover	N/A	0
		Total	**499**	**841,665,759**

Specifics for each line item are provided in the Installation Data Sheet. The information includes: (1) Contract Line Item Number, (2) Location, (3) Local Electric Utility, (4) Utility Account Number, (5) Monthly Consumption, and (6) Cycle Start Date and Cycle End Date.

Any special account details (such as anticipated change in load, cogeneration, maintenance, shutdowns, etc.) are provided in the applicable CLIN worksheet of the Installation Data Sheet.

1.2 PERIOD OF PERFORMANCE
The Government is soliciting offers for a 24-month delivery period (from the meter read date occurring in the month of January 2027 through the meter read date occurring in the month of January 2029).

1.3 HOLDOVER CLIN 0019
Holdover CLIN 0019 has specific conditions for delivery and should the supply of electricity be delivered under the terms of this CLIN, the period of performance shall be no later than April 2029.

(a) Purpose - This "HOLDOVER CLIN" is for the sole purpose of alleviating the burden the ERCOT Market places on an incumbent contractor to continue to serve active Electronic Service Identifiers (ESI IDs) when, through no fault of the incumbent, such ESI IDs fail to transfer to a follow-on contractor prior to termination or expiration of the incumbent's contract. In such instances, the incumbent contractor is without authority to discontinue service and must continue to provide service until such time as the accounts are enrolled with the new contractor. This Holdover CLIN is designed to enable the incumbent to invoice and, if entitled to compensation, receive payment for the non-transferred ESI IDs, subject to certain limitations set forth below.

(b) Pricing – The electricity and ancillary services provided under this Holdover CLIN shall be at the Real-Time settlement point price applicable to the requirement load zone, adjusted to a kWh basis, plus the "retail adder," excluding all charges and fees associated with the active ESI IDs. Any charges and fees will be passed through to the Government with no mark-up. The Contractor shall identify its proposed adder in the Holdover CLIN in Section B, Supplies to be Furnished, as part of its proposal. Proposed retail adders will be evaluated at contract award, but will not be a weighted factor for award. The

Government reserves the right to disqualify any unbalanced or unreasonable price submission for this CLIN.

(c) Duration – The period of performance for this Holdover CLIN is the 90 days following expiration of the performance period for all remaining CLINs ("Primary CLINS") under this contract. (Example: If Primary CLINS have a 24-month performance period, the Holdover CLIN performance period will be months 25 through 27). During this period of performance, the Contractor is responsible for identifying any active account which has not been transferred to the follow-on supplier and take any action necessary and appropriate to effectuate the transfer as soon as the Contractor becomes aware of the holdover situation.

(d) Requirements – The Holdover CLIN is a requirements item. The estimated quantity is zero as the sole purpose for this CLIN is to provide the ability for the Contractor to invoice and receive payment in the event of an error in transfer of accounts which such error occurs without fault of the Contractor. The Government shall order from the Contractor all of the electricity required by the ERCOT Market to be delivered to active ESI IDs that, without fault of the current Contractor, are not transferred to the follow-on Contractor upon expiration of the Primary CLINs. Due to the contingent nature of this Holdover CLIN, the Government will not be liable for any damages/claims should the actual requirement be zero.

(e) The "retail adder" means the price adder the Government accepts under this contract prior to contract award with all other applicable charges/fees and utility cost to be priced in accordance with paragraph (b.) as a pass through for each ERCOT Settlement interval with no mark-up.

SECTION C: DESCRIPTION/SPECIFICATIONS/REQUIREMENTS

1.0 PRICING STRUCTURE AND TREATMENT

The Government is soliciting offers for Firm Fixed-Price (FFP) Requirements Type contracts and Fixed-Price Requirements Type contracts utilizing Real-Time Settlement Point Pricing (RTSPP).

(a) FFP

1. **All retail FFP CLIN pricing shall include** all retail supply costs to the service point anticipated to be in effect during the delivery period unless specifically identified in paragraph (ii) immediately below:

2. **All retail FFP CLIN pricing shall NOT include** Transmission/Distribution Service Provider (TDSP) charges, Gross Receipts Tax (GRT), and Public Utility Commission Assessment (PUCA) which shall be a direct pass-through with no additional markup.

(b) FFP Block utilizing RTSPP (See "Firm Fixed Price Blocks" below)

(c) RTSPP (See "Real Time Settlement Point Price" below)

1.1 FIRM FIXED PRICE BLOCKS

(a) ELECTRICITY. A portion of the electricity to be supplied under the contract shall be from blocks in accordance with paragraph (1) below. The total amount charged by the Contractor each month shall equal the sum of charges for: (a) Electricity, (b) the Transaction Fee, and (c) Other Market Charges.

(1) **FFP Blocks.**

(i) For the kWh the Contractor supplies pursuant to Attachment(s) IV, V, and VI titled "Block Purchase Schedule", the Government shall pay the Contractor the product of a FFP per kWh (around-the clock, on-peak, or off-peak as applicable) and the number of kWhs supplied from the block. The Government reserves the right to modify the "Block Purchase Schedule" to direct the Contractor to provide additional kWhs from FFP blocks, without change to the Contractor's Transaction Fee. Upon modification of the "Block Purchase Schedule," the Contractor will propose a FFP for the kWhs to be supplied from any additional block the Contractor acquires due to the modification. If the Government accepts the Contractor's proposed price for additional kWhs, the contract will be modified to reflect that

price for the additional block(s). The Government may decline the proposal if it determines the proposed price, or any other aspect of the Contractor's proposal is unsatisfactory.

(ii) All blocks shall be sized in 0.5 MW.

(iii) Blocks may be either all-hour (i.e., 24 hours by 7 days), on-peak period only, or off-peak period only.

(iv) All FFP blocks shall be priced as follows:

For **CLIN 0016 AAFES** and **CLIN 0017 SPR**: the ERCOT Load Zone through which the account is served

For **CLIN 0015 NASA JSC**: the ERCOT Houston Hub

(v) If in any Settlement Period the Government's kWh consumption is below (or above) the sum of the kWhs supplied from blocks, the Contractor shall credit (or charge) the Government for each kWh of consumption below (or above) the sum of the blocks as specified in subparagraph (2), below.

(2) **Quantities Outside Blocks of Electricity.**

(i) Pricing for quantities shall be as follows:

CLIN 0016 AAFES and **CLIN 0017 SPR**: Priced at the relevant ERCOT Load Zone RTSPP

CLIN 0015 NASA JSC: Priced at ERCOT Houston Hub RTSPP

If, in any Settlement Period, consumption of retail electricity is below or above the sum of kWhs supplied from blocks, the Contractor shall charge the Government in accordance with the methodology specified in Sections (2)(ii) and (2)(iii) of this contract text, respectively.

(ii) If, in any Settlement Period, an Electricity Deficiency occurs, an Electricity Deficiency Adjustment shall be made. **Electricity Deficiency** means the deficit in the Government's Actual Consumption for the Settlement Period as measured against the sum of the electricity associated with the electricity blocks for the Settlement Period, i.e., the Benchmark Quantity. Electricity Deficiency is calculated by subtracting the Actual Consumption for a Settlement Period from the Settlement Period Benchmark Quantity for that period. The Electricity Deficiency Adjustment is a credit to the Government unless the RTSPP value is negative in which case the Electricity Deficiency Adjustment would appear as a charge.

Expressed as a formula, the Electricity Deficiency Adjustment is **EDA = ED x RTSPP**, where--

EDA is the Electricity Deficiency Adjustment

ED is the Electricity Deficiency

RTSPP is the relevant ERCOT Zone RTSPP (for **CLIN 0016 AAFES** and **CLIN 0017 SPR**); or the Houston Hub RTSPP (for **CLIN 0015 NASA JSC**) value as posted on ERCOT's website. The Electricity Deficiency Adjustment is calculated for each Settlement Period in the month in which the electricity was consumed and included on the next monthly invoice.

(iii) If, in any Settlement Period, Excess Electricity is consumed, an Excess Electricity Adjustment shall be made. **Excess Electricity** means the excess in the Government's Actual Consumption for the Settlement Period as measured against the Settlement Period Benchmark Quantity. Excess Electricity is calculated by subtracting the Settlement Period Benchmark Quantity from the Actual Consumption for the Settlement Period. The Excess Electricity Adjustment is a charge to the Government unless the RTSPP value is negative in which case the Electricity Deficiency Adjustment would appear as a credit.

Expressed as a formula, the Excess Electricity Adjustment is **EEA = EE x RTSPP**, where--

EEA is the Excess Electricity Adjustment

EE is the Excess Electricity

RTSPP is the relevant ERCOT Zone RTSPP (for **CLIN 0016 AAFES** and **CLIN 0017 SPR**); or the Houston Hub RTSPP (for **CLIN 0015 NASA JSC**) value as posted on ERCOT's website. The Excess Electricity Adjustment is calculated for each Settlement Period in the month in which the electricity was consumed and included on the next monthly invoice.

(b) TRANSACTION FEE. For each Settlement Period, the Government shall pay the Contractor the product of the Transaction Fee and the account's total electricity consumption in that Settlement Period. The Transaction Fee shall be fixed and identical for each kWh supplied under this contract. The Transaction Fee shall not include any charges identified in Paragraphs (a) Electricity or (c) Other Market Charges; of this clause. All costs associated with operating and maintaining a Retail Electric Provider and/or a Qualified Scheduling Entity, including the cost of complying with the PUCT, ERCOT and TDSP credit and collateral requirements, shall be included in the Transaction Fee and cannot be passed through to the Government. For **CLIN 0015 NASA JSC** Only, the Transaction Fee shall include hub to load zone congestion.

(c) OTHER MARKET CHARGES. The following charges shall be a direct pass-through to the Government with no additional mark-up, and shall be invoiced in accordance with the INVOICE and PAYMENT clause:

(1) Transmission/Distribution Service Provider (TDSP) charges.
(2) Gross Receipts Tax (GRT).
(3) Public Utility Commission Assessment (PUCA).
(4) Transmission and distribution losses.
(5) Any retail charges and supply costs to the Service Point except for energy (as defined in FIRM FIXED PRICE BLOCKS, Paragraph (a)).

1.2 REAL TIME SETTLEMENT POINT PRICE

The total amount charged by the Contractor (for accounts listed in Attachment I) each month shall equal the sum of the following components:

(a) ENERGY. For each 15-minute interval of the month, the Government shall pay the Contractor the product of the RTSPP for the ERCOT Load Zone through which the account is served and the metered load for the account. The metered load should be increased for the current Transmission Line Losses to the same Load Zone calculated in a manner consistent with the methodologies defined by ERCOT and applicable transmission line loss factors posted by ERCOT, and distribution line losses using the current distribution line loss factors for the voltage level at which the account receives services as posted by ERCOT. There shall be no separate or additional charge for congestion.

(b) TRANSACTION FEE. The Government shall pay the Contractor the product of a fixed fee multiplied by the account's total energy consumption in that month (metered load). Payment of this fee shall compensate the Contractor for all services performed and costs incurred, as well as all retail service charges, fees, and applicable taxes associated with supplying energy to the Point of Delivery. All costs associated with operating and maintaining a Retail Electric Provider and/or a Qualified Scheduling Entity, including the cost of complying with the PUCT, ERCOT and TDSP credit and collateral requirements, shall be included in the Transaction Fee and cannot be passed through to the Government. The Transaction Fee shall not include any charges identified in Paragraphs (a) Energy or (c) Other Market Charges; of this clause. The price of the fixed fee shall remain constant throughout the contract term.

(c) OTHER MARKET CHARGES. All other charges, not included in the Energy or Transaction Fee components, are: TDSP charges, GRT, PUCA, transmission and distribution losses, and any retail charges and supply costs to the Service Point except for energy (as defined in REAL TIME SETTLEMENT POINT PRICE, Paragraph (a)).

(d) RTSPP. In the event the ERCOT RTSPP or any other tariff upon which any energy price for this contract is determined ceases to publish or is substantially altered in derivation or application (including, but not limited to, the elimination of price caps), the parties shall agree upon a substitute index. If the parties fail to agree on an appropriate substitute index, the matter shall be resolved in accordance with paragraph (d), Disputes, of FAR 52.212-4 TERMS AND CONDITIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES clause of the contract.

2.0 CONTRACT PRICE CONVERSION

***Applicable to ONLY CLIN 0018 (Dyess Air Force Base) ***

(a) At any time during contract performance, the Government may request that the Contractor convert any RTSPP-based contract line-item number(s) to a FFP for a specific delivery month(s) or for the remainder of the period of performance, based on the historical usage identified in the Installation Data Sheets.

(b) Upon such a request, the Government and Contractor may hold price negotiations. If the parties agree on a FFP, the contract will be modified to reflect that price.

3.0 METERING AND METER READING SERVICES
Will be provided by the incumbent UDC for each account.

4.0 SCHEDULING AND SUPPLY MANAGEMENT
It shall be the Contractor's responsibility to schedule deliveries for all accounts awarded for the delivery period specified herein. 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 identified in the contract. As such, 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. The Contractor must meet all applicable State and Federal requirements necessary to successfully complete any contract. The Government will not pay any costs associated with the Contractor's failure to deliver electrical power at the delivery point sufficient to meet the demand at the service point of each account under the contract or to schedule and coordinate for the delivery of electricity to each service point.

5.0 RECORD KEEPING
The Contractor shall keep records of retail electricity supply data required to bill in accordance with the utility tariff of each account in an electronic database format compatible with Microsoft Access or a spreadsheet format compatible with Microsoft Excel. Upon request, these records shall be made available to DLA Energy or to any party designated by DLA Energy as authorized to request this data throughout the entire delivery term of any resultant contract.

(a) For accounts with an electricity meter that collects interval (i.e., hourly) electricity consumption data, the Contractor shall keep records of hourly retail electricity consumption data in Microsoft Excel format throughout the entire delivery term of any resultant contract. The Contractor shall make available on request said hourly retail electricity consumption data to DLA Energy or to any party designated by DLA Energy as authorized to request this data.

(b) RESERVED.

(c) RESERVED.

(d) The Contractor shall store all historical electricity data (including data required to bill in accordance with the utility tariff, hourly retail electricity consumption data) for the duration of the contract for this purpose.

6.0 ORDERING
In accordance with FAR 52.216-18, for the purposes of this contract, the instantaneous load at the service point, as described in the individual Installation Data Sheet, shall constitute an order for electricity to be furnished under this contract.

7.0 POINT OF DELIVERY
For this solicitation and any resulting contract, the delivery point for each account is defined as an interconnect with the UDC owned or controlled transmission or distribution systems.

8.0 SERVICE POINT
For this solicitation and any resulting contract, the service point is defined as the meter(s) indicated for each account awarded as described in the Installation Data Sheet.

9.0 SPECIFICATIONS

The electricity provided under this contract shall conform to the tariff of the transmitting and/or distributing utility at the delivery point(s) specified in the Schedule.

10.0 DEMAND RESPONSE

During the performance period, any of the installations identified in Table 1 (Supplies to be Furnished) may elect to enroll in a demand response program with a third-party Demand Response Provider (DRP). The Contractor will be notified of any such enrollment with a third-party DRP and be required to facilitate the Government's participation by applying any applicable credit from the third-party DRP to the invoice(s) of the participating accounts. Upon enrollment, the DRP will be provided the Contractor's contact information. When a credit is applicable, the DRP will send a check to the Contractor to be credited to the participating installation.

11.0 ADDING FUTURE ACCOUNTS

It is possible that additional accounts not included in the solicitation may be added to the resultant contract(s). In that event, the Government will provide the Contractor with the account's total electricity requirement (if available) and the two parties shall enter good faith negotiations to determine a price. A bilateral modification will be executed adding the line item on the Standard Form 30, Amendment of Solicitation/Modification of Award.

12.0 NOTIFICATION OF TARIFF/RATE CHANGE

The Contractor shall use commercially reasonable efforts to provide the Contracting Officer with written notice received by the Contractor of any relevant changes to the transportation tariff/rate or the scheduling of a tariff/rate hearing that would reasonably be expected to have impact on the installations within a commercially reasonable time frame. Failure of the Contractor to comply with this section shall not be grounds for termination for cause.

13.0 ELECTRICITY REGULATORY CHANGES

(a) The contract price includes all applicable independent system operator/regional transmission organization (ISO/RTO/PUC) charges expected to be in effect and applicable to this contract at Government price acceptance.

(b) "After-imposed (ISO/RTO/PUC) charges," as used in this section, means any new or modified regulatory (ISO/RTO/PUC) charges not in effect or not applicable to transactions under this contract on the date the Government accepts pricing, but which are now in effect or applicable as the result of legislative, judicial, or administrative action, with the result that the Contractor is now required to pay or bear the charges. The contract price shall be increased by the amount of any after-imposed (ISO/RTO/PUC) charge (with no markup), provided the Contractor warrants in writing within a commercially reasonable time frame of the regulation change, that no amount for such after-imposed (ISO/RTO/PUC) charge was included in the contract price, as a contingency reserve or otherwise. The Contractor shall provide such evidence as the Government may require in support of a request for adjustment resulting from any after-imposed (ISO/RTO/PUC) charge.

(c) "After-relieved (ISO/RTO/PUC) charges," as used in this section, means any amount of regulatory (ISO/RTO/PUC) charges that would otherwise have been payable on the transactions or property covered by this contract but which as the result of legislative, judicial or administrative action taking effect after the contract date the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback. The contract price shall be decreased by the amount of any after-relieved (ISO/RTO/PUC) charges.

(d) "Modified" means an unforeseeable change in law (or equivalent regulatory restructure) which occurs after contract award and results in increased regulatory (ISO/RTO/PUC) charges, the effects of which could not have reasonably been anticipated by the Contractor prior to award.

(e) The Contractor shall notify the contracting officer of any after-imposed or after-relieved (ISO/RTO/PUC) charge within 60 days of the change and if seeking a price increase, simultaneously

submit a proper claim for equitable adjustment. Price adjustments shall be accomplished via written modification to the contract.
NOTE: ISO/RTO/PUC is defined to include the applicable Independent System Operator, Regional Transmission Operator, Public Utility Commission, or any Governmental or regulatory entity with the authority to impose charges to which an account supplied under this contract is subject.

14.0 INVOICING AND PAYMENT OFFICES
In addition to the requirements included in FAR 52.212-4(g) and (i), the following billing and payment procedures apply.

(a) **Consolidated REP Billing.** The Government will utilize Consolidated REP Billing. The Government will not pay any additional charges for billing services. The Contractor shall provide a single invoice for each account at each installation serviced under any contract, unless otherwise specified in paragraphs (c) through (f), below, or elsewhere in this RFP. The address to which said invoices shall be submitted will be provided at the time of contract award. Each invoice shall be prepared in a manner consistent with all REP/UDC arrangements and shall conform to all PUCT requirements for Consolidated REP Billing. Each Contractor invoice shall include the following information:

(1) Installation name, Line Item, and individual account information (Account Number and Electric Service Identifier (ESID), Meter Number, and Service Address). The invoice shall also include the Supplier's information such as logo, address, point of contact (name and phone number), and wiring information.

(2) Billing period for each account number and ESID. The billing period for 'energy delivery' and ‘transmission' by Transmission and Delivery agent shall coincide.

(3) Total consumption for each account number and ESID.

(4) Metering data shall clearly show previous and current meter indices with multiplier factor used to compute the consumption being invoiced. This data is per each main account and all associated meters per account.

(5) Demand information for each account number and ESID. The demand information shall also include date and time of occurrence. It is acceptable to provide the billing data that is provided by the Utility.

(6) Total energy charge (broken down by energy charges and demand charges (TDSP demand charges)).

(7) UDC/TDSP “pass through” charges for UDC/TDSP services, CLEARLY broken out in detail for each account number and ESID in a manner consistent with REP/UDC/TDSP arrangements and PUCT requirements. The UDC/TDSP charges will be based on the Transmission and Distribution Rates for investor-owned utilities available at:

https://www.puc.texas.gov/industry/electric/rates/tdr.aspx. Standard UDC/TDSP tariff titles of each rate shall be used.

The following shall be provided, per element, with each UDC/TDSP “pass through” charge as indicated in Section B, 1.0, Supplies To Be Furnished:

a. usage
b. rate
c. charge

Each element shall appear on the customer invoice as a direct “pass through” charge with no additional mark up.

(8) All of the above info shall be clearly shown on the invoice to include any transmission loss factors.

(9) Each bill shall contain all UDC/TDSP and supplier charges (no partial bills will be accepted).

(10) All supporting documentation is required before payment will be made. Fort Hood has a checklist (reference the attachments in Section J of this RFP) that is used for invoice verification.

(11) If a REP is unable to issue a bill based on actual meter reading due to the failure of the transmission and distribution utility, municipally owned utility or electric cooperative to obtain or

transmit a meter reading to the REP, the REP may issue a bill based on an estimated reading fifteen (15) calendar days following the meter read date for the affected account. The REP must inform the customer of the reason for the issuance of the estimated bill, and the Government reserves the right to obtain documentation relating to the efforts taken by the REP to obtain the meter read data. For estimated billing purposes, the Contractor shall use the relevant monthly consumption data (as the estimate) included in the applicable Installation Data Sheet. All estimated bills shall be trued up on the next billing cycle if the applicable information has been received by the Contractor. A rebill is acceptable as long as the installation is notified of the utilities failure to obtain a meter read, late charges are not assessed, and the installation has 30 days to pay from the date of invoice receipt.

(12) All information required by the PUCT to be included on customer invoices. The Contractor may only invoice for charges allowed under the terms and conditions of the contract. Any costs associated with invoicing shall be the responsibility of the Contractor and shall be included as part of the offered price. The billing cycle for the supplier's invoices shall be identical to that of the incumbent utility.

(13) As applicable, any Transaction Fee (Section C, 1.1(b) and/or Section C, 1.2(b)), or Retail Adder (Section B, 1.3) shall be billed as a separate line item on the invoice.

(14) For Dyess AFB, 15-minute actual metered usage shall be provided in addition to 15-minute loss adjusted metered usage.

(b) **PAYMENT OFFICES.** The payment offices for each installation awarded under any resultant contract will be identified below:

Table 2: Payment Offices

Location / Installation Name	Billing Address	Billing POC
Army Reserves	Billing address will be provided in resultant contract(s).	Billing POC will be provided in resultant contract(s).
Fort Hood		
Texas Air National Guard 147th		
NAS Kingsville (TX ANG 149th FW)		
Naval Air Station Kingsville		
NAS JRB Fort Worth		
Naval Air Station Corpus Christi		
Marine Corps Reserve Center (MCRC) Galveston		
MCRC Waco		
Customs and Border Protection (CBP)		
Immigration and Customs Enforcement (ICE)		
NASA Columbia Scientific Balloon Facility (CSBF)		
US Department of Agriculture (USDA)		
Naval Air Station Kingsville (Nueces)		
NASA Johnson Space Center (JSC)		
Army/Air Force Exchange Service (AAFES)		
Strategic Petroleum Reserve (SPR) – Bryan Mound		
Dyess Air Force Base		

(c) **INVOICING – NAVY SERVICE POINT ID.** Invoices for the ESID numbers identified in the RFP Attachment titled Navy Service Point ID List shall include the Service Point ID (SPID) identified in the Attachment. 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 Excel. The Contractor shall provide to DLA Energy or to any party designated by DLA Energy,

interval data (for those accounts with an interval meter) in Microsoft Excel format, on a monthly basis throughout the entire delivery term of any resultant contract.

(d) **INVOICING – NASA CSBF**

(1) Invoices. Invoices for NASA CSBF shall be submitted using the steps described at the NSSC's Vendor Payment information web site at https://www.nssc.nasa.gov/vendorpayment.

(2) Improper Invoices. The NASA Shared Services Center (NSSC) Payment Office will notify the Contractor of any apparent error, defect, or impropriety in an invoice within seven calendar days of receipt by the NSSC Payment Office. Inquiries regarding requests for payment should be directed to the NSSC as specified in paragraph (a) of this section.

(3) In the event that amounts are withheld from payment in accordance with provisions of this award, a separate payment request for the amount withheld will be required before payment for that amount may be made.

(e) **INVOICING – NASA JSC**

The Contractor shall provide one billing package per month containing a separate bill for each individual ESI ID number at NASA JSC (for each month or common billing period of cycle) that includes:

(1) Information listed in 14.0 INVOICING AND PAYMENT OFFICES above.

(2) A summary of all invoices containing the information in Paragraphs (1), (2), (3), and (6) of 14.0(a) above. This summary shall be provided as the first page in the billing package and in an electronic format compatible with Microsoft Excel.

(3) The UDC/TDSP billing page shall contain the information in item (9) of 14.0(a). above.

(4) The Contractor may provide the demand information referenced in item (5) of 14.0(a) above at the meter level as presented to the supplier by the UDC.

(5) A spreadsheet (compatible with Microsoft Excel), calculating the Settlement for quantities outside of established blocks (as defined in Section C, 1.1(a)(2)) to include interval data for all four Block Purchase ESID Numbers.

(6) The billing package is to be e-mailed to the addresses identified in 14.0(b).

(f) **INVOICING – AAFES** and **Strategic Petroleum Reserve (SPR)**: 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 Excel. The Contractor shall provide to DLA Energy or to any party designated by DLA Energy interval data, corresponding RTSPP rates, and firm fixed price block rates for each account, in Microsoft Excel format, on a monthly basis throughout the entire delivery term of any resultant contract.

SECTION D: PACKAGING AND MARKING

Not Applicable

SECTION E: INSPECTION AND ACCEPTANCE

The Offeror shall comply with FAR 52.212-4(b), Inspection/Acceptance.

SECTION F: DELIVERIES OR PERFORMANCE

Refer to Section B:

- 1.2 Period of Performance
- 1.3 Holdover CLIN 0019

Refer to Section C:

- 6.0 Ordering
- 7.0 Point of Delivery
- 8.0 Service Point

SECTION G: CONTRACT ADMINISTRATION DATA

Refer to Section C:

- 14.0 Invoice and Payment Offices

DFARS 252.232-7006 Wide Area Workflow Payment Instructions (JAN 2023)

*** This DFARS Clause is only applicable to CLIN 0004 (NAS Kingsville (TX ANG 149th FW)). The information for this clause will be populated by the Contracting Officer and included in any resultant contract. ***

(a) Definitions. As used in this clause—

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

_____

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance-based payments, submit a performance-based payment request.

(v) For commercial financing, submit a commercial financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be Entered in WAWF
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

_____

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

Refer to Section C:

- 12.0 Notification of Tariff/Rate Change
- 13.0 Electricity Regulatory Changes

PART II – CONTRACT CLAUSES

SECTION I: CONTRACT CLAUSES

FAR 52.212-4 Terms and Conditions – Commercial Products and Commercial Services (DEVIATION 2026-O0038)(FEB 2026)(Tailored)

(a) *Definitions.* The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *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.

(c) *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.

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

(e) *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 FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays* (***Tailored***). 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, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, civil disturbance, hostile forces, terrorist acts or transmission failure. An excusable delay or similar event suffered by an independent service operator (ISO) (or an equivalent of an ISO) or a utility distribution company (or electric distribution company or transmission distribution services provider) shall constitute an excusable delay hereunder. 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 provide notice to the Contracting Officer of the cessation of such occurrence. Upon delivery of notice of the occurrence of an excusable delay, the obligations of the Contractor shall be suspended to the extent affected by such excusable delay.

(g) *Invoice.* The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(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) 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 that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) 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;

(D) Contractor point of contact; and

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

(5) 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 FAR part 33 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 FAR part 32).

(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 termination for cause.

(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 for interest credits prescribed in FAR part 32 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* (***Tailored***).

(1) The contract price includes all applicable Federal, State, and local taxes and duties in effect at contract signing.

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

(3) After-relieved Federal, State, or local tax, as used in this DLA Energy FAR Tailored clause, means any amount of Federal, State, or local excise tax or duty that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax, income tax, or other employment taxes. The contract price shall be decreased by the amount of any after-relieved Federal, State, or local tax.

(l) *Termination for the Government's convenience*. (***Tailored***)

(1) In accordance with all applicable state and local distribution company regulations, the Government reserves the right to terminate this contract with respect to any or all contract quantities, for

its sole convenience. In the event of such termination, the Contractor shall cease deliveries hereunder with respect to such terminated contract quantities on the first allowable date subsequent to such termination according to the applicable tariff sheets of the local distribution company. The Contractor shall cause any and all of its suppliers and subcontractors to cease work related to this contract prior to the date and time specified by the Government for the termination. Subject to the terms and conditions of this contract, the Contractor shall be paid for electricity delivered under the contract prior to the date and time specified by the Government for the termination of any or all contract quantities plus any additional energy the Contractor is required to deliver for the Government's account under applicable location distribution company tariff sheets.

(2) In the event of a termination for convenience, the Government shall pay the Contractor the termination value, if positive, calculated by the following formula:

(i) Firm Fixed Price: $A = \Sigma (B - C)*D$

Where--

A = Termination value.

B = Award price for each usage period for each season.

C = Forward market bid price, defined herein.

D = Contract quantity for each usage period for each season (based on data listed in the Installation Data Sheet).

(A) If the termination value on the date of termination is negative, the Contractor shall not be entitled to any payment.

(B) The forward market bid price shall be defined as sum of (i) the average of on and off-peak prices at ERCOT Hub through which the account is served; and (ii) a reasonable estimate of market charges forming the basis between the Hub and applicable Load Zone; for a term equal to the remaining term of the contract. The forward market price will be determined by the Contractor in a commercially reasonable manner, which may include polling energy brokers on the date of termination. The Government shall have the right to reasonably audit forward market price data obtained by the Contractor.

(C) In the event that the Government elects to terminate on a date other than the end of a month or at the end of the summer/non-summer season, as defined by applicable local distribution company and tariff, the estimated remaining contract quantity will be calculated by prorating the partial month or partial season of service.

(D) In the event of a termination for convenience, the Government's liability shall be limited to the termination value calculated in accordance with the provisions of this tailored clause.

(ii) Block Purchases: $A = \Sigma ((B - C)*D) + J$

Where--

A = Termination value.

B = Block purchase price (per kWh) for each converted block.

C = Forward market bid price per kWh, defined herein.

D = Contract quantity in kWh for each converted block.

J = The Contractor's unmitigated cost for forward purchased ancillary services acquired by the Contractor to serve the Government load or other unmitigated costs incurred by the Contractor to serve the Government load, defined herein.

(A) If the termination value on the date of termination is negative, the Contractor shall not be entitled to any payment.

(B) The forward market bid price for electric power shall be defined as the prices at the ERCOT Load Zone through which the account is served (for AAFES) or the ERCOT Houston Hub (for NASA JSC) for a term equal to the remaining term of the block. The forward market prices will be determined by the Contractor in a commercially reasonable manner, which may include polling energy brokers on the date of termination. The Government shall have the right to audit forward market price data obtained by the Contractor.

(C) The cost incurred by the Contractor for forward purchased ancillary services, or other cost items, to the extent that these incurred costs cannot be mitigated through market sale or other means, may be recovered by the Contractor in the event of a termination for convenience of the Government upon a showing by the Contractor that the costs for ancillary services (or other costs) to serve the Government load were reasonably incurred, reasonable efforts were made by the Contractor to mitigate the costs, that the costs incurred by the Contractor were for the sole purpose of serving the Government load. The recoverable costs shall be limited to the direct costs for ancillary services forward purchased by the Contractor to serve the Government load or other unmitigated direct costs incurred by the Contractor to serve the Government load and shall not include any Contractor administrative costs, transaction costs, overhead costs, or other indirect costs.

(D) In the event of a termination for convenience, the Government's liability shall be limited to the termination value calculated in accordance with the provisions of this DLA Energy FAR Tailored clause.

NOTE: The termination value formulas above shall only apply to electricity purchased on a fixed price basis. The Government shall incur no termination liability for electricity purchased on a Real-Time Settlement Point Price (RTSPP) basis.

(m) *Termination for cause* (***Tailored***). 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* (***Tailored***). Title to the electricity supplied by the Contractor under this contract shall pass to the Government upon delivery at the delivery point specified in the Schedule. The Contractor warrants that the electricity delivered to the Government under this contract will be free and clear of any liens, claims and encumbrances arising prior to delivery at the delivery point specified in the Schedule.

(o) *Warranty* (***Tailored***). The Contractor warrants and implies that the electricity delivered hereunder conforms to the tariff of the transmitting and/or distributing utility at the delivery point specified in the Schedule.

(p) *Limitation of liability* (***Tailored***). Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for any consequential, special, incidental, punitive, exemplary or indirect damages or other business interruption damages except to the extent caused by a Contractor's or its agent's gross negligence or willful misconduct.

(q) *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; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *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 Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations.*

(1) Except as stated in paragraph (s)(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 (s)(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.

(t) *Comptroller General examination of record.* This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(u) *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.

FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

FAR: https://www.acquisition.gov/far-overhaul/far-part-deviation-guide
DFARS: https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html
DLAD: http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx

Table 3: Clauses Incorporated by Reference

Regulatory Number	Title
FAR 52.203-3	Gratuities (APR 1984)

FAR 52.203-6	Restrictions on Subcontractor Sales to the Government – Alternate I (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)(FEB 2026)
FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, or Voluntarily Excluded (DEVIATION 2026-O0038)(FEB 2026)
FAR 52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (DEVIATION 2026-O0038)(FEB 2026)
FAR 52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (DEVIATION 2026-O0038)(FEB 2026)
FAR 52.215-8	Order of Precedence-Uniform Contract Format (DEVIATION 2026-O0038)(FEB 2026)
FAR 52.216-18	Ordering (AUG 2020)
FAR 52.216-21	Requirements (DEVIATION 2026-O0038)(FEB 2026)
FAR 52.219-8	Utilization of Small Business Concerns (DEVIATION 2026-O0038)(FEB 2026)
FAR 52.219-9	Small Business Subcontracting Plan - Alternate II (DEVIATION 2026-O0038)(FEB 2026)
FAR 52.219-16	Liquidated Damages—Subcontracting Plan (DEVIATION 2026-O0038)(FEB 2026)
FAR 52.222-3	Convict Labor (DEVIATION 2026-O0038)(FEB 2026)
FAR 52.222-19	Child Labor—Cooperation with Authorities and Remedies (DEVIATION 2026-O0038)(FEB 2026)
FAR 52.222-35	Equal Opportunity for Veterans (DEVIATION 2026-O0038)(FEB 2026)
FAR 52.222-36	Equal Opportunity for Workers with Disabilities (DEVIATION 2026-O0038)(FEB 2026)
FAR 52.222-37	Employment Reports on Veterans (DEVIATION 2026-O0038)(FEB 2026)
FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEVIATION 2026-O0038)(FEB 2026)
FAR 52.222-41	Service Contract Labor Standards (DEVIATION 2026-O0038)(FEB 2026)
FAR 52.222-50	Combating Trafficking in Persons (DEVIATION 2026-O0038)(FEB 2026)
FAR 52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (DEVIATION 2026-O0038)(FEB 2026)
FAR 52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (DEVIATION 2026-O0038)(FEB 2026)
FAR 52.222-54	Employment Eligibility Verification (DEVIATION 2026-O0038)(FEB 2026)
FAR 52.222-62	Paid Sick Leave Under Executive Order 13706 (DEVIATION 2026-O0038)(FEB 2026)
FAR 52.222-90	Addressing DEI Discrimination by Federal Contractors (DEVIATION 2026 – O0040)(APR 2026)
FAR 52.224-3	Privacy Training - Alternate I (JAN 2017)
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 52.232-90	Fast Payment Procedure (DEVIATION 2026-O0038)(FEB 2026)
FAR 52.233-3	Protest After Award (DEVIATION 2026-O0038)(FEB 2026)
FAR 52.233-4	Applicable Law for Breach of Contract Claim (DEVIATION 2026-O0038)(FEB 2026)
FAR 52.240-93	Basic Safeguarding of Covered Contractor Information Systems (DEVIATION 2026-O0038)(FEB 2026)
FAR 52.242-13	Bankruptcy (JUL 1995)
DFARS 252.203-7000	Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
DFARS 252.203-7002	Requirement to Inform Employees of Whistleblower Rights (DEC 2022)
DFARS 252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support (JAN 2023)
DFARS 252.205-7000	Provision of Information to Cooperative Agreement Holders (OCT 2024)
DFARS 252.216-7010	Postaward Debriefings for Task Orders and Delivery Orders (OCT 2025)
DFARS 252.219-7996	Small Business Subcontracting Plan (DoD Contracts) – Basic (DEVIATION 2026-O0037)(FEB 2026)
DFARS 252.223-7008	Prohibition of Hexavalent Chromium (JAN 2023)
DFARS 252.225-7001	Buy American and Balance of Payments Program – Basic (FEB 2024)
DFARS 252.225-7012	Preference for Certain Domestic Commodities (APR 2022)
DFARS 252.225-7021	Trade Agreements – Basic (FEB 2024)
DFARS 252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten (MAY 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 252.244-7999	Subcontracts for Commercial Products and Commercial Services (DEVIATION 2026-O0015)(FEB 2026)

FAR 52.252-6 Authorized Deviations in Clauses (Nov 2020)

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Systems Part 201 (48 CFR Chapter 201) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J: LIST OF ATTACHMENTS

Attachment I – Installation Data Sheet
Attachment II – Proposal Requirements
Attachment III – Small Business Subcontracting Plan Form
Attachment IV – NASA JSC Block Purchase Schedule
Attachment V – AAFES Block Purchase Schedule
Attachment VI – SPR Block Purchase Schedule
Attachment VII – Pricing Sheet TX2026

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR: https://www.acquisition.gov/far-overhaul/far-part-deviation-guide
DFARS: https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html
DLAD: http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx

Table 4: Provisions Incorporated by Reference

Regulatory Number	Title
FAR 52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2024)
FAR 52.209-12	Certification Regarding Tax Matters (OCT 2025)
FAR 52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (DEVIATION 2026-O0038)(FEB 2026)
FAR 52.229-11	Tax on Certain Foreign Procurements—Notice and Representation (DEVIATION 2026-O0038)(FEB 2026)
FAR 52.240-90	Security Prohibitions and Exclusions Representations and Certifications (DEVIATION 2026-O0038)(FEB 2026)
DFARS 252.203-7005	Representation Relating to Compensation of Former DoD Officials (SEP 2022)
DFARS 252.204-7024	Notice on the Use of the Supplier Performance Risk System (DEVIATION 2026-O0043)(FEB 2026)

DFARS 252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors (JAN 2023)
DFARS 252.215-7992	Only One Offer (DEVIATION 2026-O0048)(MAR 2026)
DFARS 252.215-7996	Notification to Offerors—Postaward Debriefings (DEVIATION 2026-O0048)(MAR 2026)
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 5452.233-9001	Disputes - Agreement to Use Alternative Disputes Resolution (JUN 2020)
DLAD Procurement Note L06	Agency Protests (DEC 2016)

FAR 52.252-5 Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Systems Part 201 (48 CFR Chapter 201) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

FAR 52.204-7 System for Award Management – Registration, with Alternate I (DEVIATION 2026-O0038) (JAN 2026)

The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer or quotation in response to this solicitation and at the time of award. As part of the SAM registration process, the Government collects information, as described in paragraphs (b) through (d) of this provision, that is necessary to identify the Offeror and for the Offeror to be awarded Federal Government contracts. To register in SAM, go to https://www.sam.gov. Allow for processing time when registering in SAM. If the Offeror is not registered in SAM, it should register immediately after receiving this solicitation.

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

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at the Federal Acquisition Regulation (FAR) 52.204-13, System for Award Management—Maintenance, of this solicitation.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or

interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer identification number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-13, System for Award Management—Maintenance, of this solicitation.

(b) *Identifiers*. The Offeror shall obtain and provide the following identifying information:

(1) *Unique entity identifier (UEI)*.

(i) The Offeror shall obtain a UEI to register in SAM. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI to the Offeror. Go to https://www.sam.gov for instructions on obtaining a UEI.

(ii) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(iii) The Contracting Officer will use the UEI to verify that the Offeror has an active Federal Government contracts registration in SAM.

(2) *Taxpayer identification number (TIN)*.

(i) The Offeror shall provide its TIN or related information to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and implementing regulations issued by the IRS. The Offeror shall consent for TIN validation; and

(3) *Commercial and Government Entity (CAGE) code*.

(i) The Offeror shall provide a CAGE code and legal business name (Do not use a "doing business as" name) for—

(A) Itself;

(B) Its immediate owner(s), if any;

(C) Its highest-level owner, if any; and

(D) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

(ii) If the Offeror is in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA CAGE Branch will assign a CAGE code to the Offeror as a part of the SAM registration process. For information on obtaining a CAGE code go to https://cage.dla.mil/.

(iii) The Offeror shall get from any immediate and/or highest-level owner(s) their respective CAGE code(s) to provide the code(s) as part of the registration (FAR 52.204-7(b)(3)(i)).

(iv) If the Offeror is located outside of the United States or its outlying areas, and does not already have a CAGE code assigned, the Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	Then…
Located in a country that is a member of the North Atlantic Treaty	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)

Organization (NATO) or a sponsored nation	
Located in a country that is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(c) Representations and certifications.

(1) The following FAR solicitation provisions contain entity-level representations and certifications that the Offeror shall submit as part of their Federal Government contracts registration in SAM:

Provision	Title	Date
FAR 52.204-5	Women-Owned Business (Other Than Small Business)	OCT 2014
FAR 52.209-2	Prohibition on Contracting with Inverted Domestic Corporations – Representation	NOV 2015
FAR 52.209-5	Certification Regarding Responsibility Matters	AUG 2020
FAR 52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	FEB 2016
FAR 52.219-1	Small Business Program Representations	FEB 2024
FAR 52.219-1, Alt I	Small Business Program Representations, with Alternate I	FEB 2024
FAR 52.219-1, Alt II	Small Business Program Representations, with Alternate II	MAR 2023
FAR 52.226-2	Historically Black College or University and Minority Institution Representation	OCT 2014

(2) By submitting its offer, the Offeror verifies that, as of the date of its offer, its representations and certifications posted electronically in SAM for the provisions listed in paragraph (c)(1) of this provision are current, accurate, and complete. The Offeror's representations and certifications in SAM are hereby incorporated by reference into its offer.

(d) Other information. The Offeror shall provide more information on its business operations and type that is necessary to be considered for award of certain contracts and financial information necessary to receive payment under contracts.

DFARS 252.204-7998, Alternate A, Annual Representations and Certifications (DEVIATION 2026-O0043)(FEB 2026)

Include the following paragraphs (e), (f), and (g) in the provision at FAR 52.204-7:

(e) (1) If the provision at FAR 52.204-7, System for Award Management Registration, is included in this solicitation, paragraph (g) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management Registration, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (g) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

__X__ (i) Paragraph (g) applies.

____ (ii) Paragraph (g) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(f) (1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

_X_(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services—Representation. Applies to all solicitations.

___(ii) 252.216-7008, Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services—Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)—Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)—Representation. Applies to solicitations when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

____(i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

_X_(ii) 252.225-7000, Buy American—Balance of Payments Program Certificate.

_X_(iii) 252.225-7020, Trade Agreements Certificate.

____Use with Alternate I.

_X_ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

____(v) 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate.

____Use with Alternate I.

____Use with Alternate II.

____Use with Alternate III.

____Use with Alternate IV.

____Use with Alternate V.

____ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

____ (vii) 252.232-7015, Performance-Based Payments—Representation.

(g) The Offeror has completed the annual representations and certifications electronically via the SAM website at https://www.sam.gov. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-7 and paragraph (f) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference

(see FAR 4.203-1); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision No.	Title	Date	Change

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

FAR 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (DEVIATION 2026-O0038)(FEB 2026)(Tailored)

(a) *Submission of offers (**Tailored**).* Refer to the attachments in Section J of this RFP. At a minimum, Offerors must complete and submit the non-price portion of the proposal submission, which is Attachment II – Proposal Requirements, and (if required) Attachment III – Small Business Subcontracting Plan Form. Additionally, each Offeror, with a Unique Entity Identifier (UEI), must submit an independent and complete proposal. Each element of the proposal submission must pertain directly to the Company associated with the UEI. Failure to submit a timely and complete proposal may make an offer unacceptable and ineligible for contract award.

Offerors must acknowledge all solicitation amendments issued under this RFP no later than 12:00 p.m. local Ft. Belvoir, VA time **two** business days (excluding Federal Holidays) prior to the date and time established for the submission of final price proposals. Failure to acknowledge all solicitation amendments by submitting all SF30s signed by an authorized negotiator (which are complete and accurate) in the manner described above may result in the offeror's proposal being excluded from further consideration and consequently, ineligible for contract award.

(b) *Period for acceptance of offers (**Tailored**).* The offeror agrees to hold the prices in its offer firm for 4 hours, commencing at the date and time specified by the Government.

(c) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers 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.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) Debriefings. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

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

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

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

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

FAR 52.215-1 Instructions to Offerors-Competitive Acquisition – Alternate I (DEVIATION 2026-O0038)(FEB 2026)

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

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

Proposal modification is a change made to a proposal before the request for proposal closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

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

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

(b) *Amendments to requests for proposals*. If this request for proposal (RFP) is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this RFP by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1)

(i) Proposals and modifications to proposals shall be—

(A) Submitted using the method and the format specified in the RFP;

(B) Addressed to the office specified in the RFP; and

(C) Showing the time and date specified for receipt, the RFP number, and the name and address of the offeror.

(ii) Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i)(B) and (C) of this provision.

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

(i) The RFP number;

(ii) The name, address, and telephone number of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the RFP and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone number (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this RFP; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3)

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the RFP by the time specified in the RFP. If no time is specified in the RFP, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the RFP after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(1) If it was transmitted through an electronic commerce method authorized by the RFP, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the RFP, and urgent Government requirements preclude amendment of the RFP, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the RFP on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral RFPs may be withdrawn orally. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the RFP, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this RFP in English, unless otherwise permitted by the RFP, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the RFP.

(6) Offerors may submit modifications to their proposals at any time before the RFP closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date*. Proposals in response to this RFP will be valid for the number of days specified on the RFP cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data*. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—

for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of, or in connection with, the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this RFP to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the RFP.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting negotiations with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

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

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

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

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

(i) The agency's evaluation of the significant weaknesses or deficiencies in the debriefed offeror's offer.

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

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

(iv) A summary of the rationale for award.

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

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

(vii) For DoD contracts in excess of $10 million but not in excess of $100 million with a small business or nontraditional defense contractor (10 U.S.C. 3014), an option for the contractor to request disclosure of the agency's written source selection decision document, redacted to protect the confidential and proprietary information of other offerors for the contract award.

(viii) For award of a DoD contract in excess of $100 million, disclosure of the agency's written source selection decision document, redacted to protect the confidential and proprietary information of other offerors for the contract award.

SECTION M: EVALUATION FACTORS FOR AWARD

FAR 52.212-2 Evaluation—Commercial Products and Commercial Services (DEVIATION 2026-O0038)(FEB 2026)(Tailored)

(a) Evaluation factors (***Tailored***). 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 will be used to evaluate offers:

(1) Past Performance. Offerors must submit three past performance references which the Government will evaluate for recency, relevancy, and quality in order to determine the Government's level of confidence in the Offeror's ability to meet the solicitation requirements.

(i) **Recency** is defined as performance on Government or commercial contracts where there has been at least 12 months of consecutive performance within the last **two** years of the closing 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.

(ii) **Relevancy** is defined as a present/past performance effort involving similar scope and magnitude of effort and complexities this solicitation requires.

(iii) The Government will review all past performance information collected and determine the quality of the offeror's performance, general trends, and usefulness of the information. (see FAR 15.104(b)(2)).

In accordance with FAR 15.202(c)(3)(ii), the currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance may be considered. 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 obtained from:

1. Contractor 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)
6. General Services Administration

Offerors are advised that the Government may use information gained from any source to evaluate past performance. Additionally, the Government 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). In this case of the offeror's past performance being unknown, the Government will assign a performance confidence rating of "Neutral."

(2) 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 describes its approach and demonstrates an understanding of the requirement and its ability to successfully perform the requirements of the Schedule of Supplies. 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.

(3) Small Business Participation. The Government will use the information submitted by offerors to evaluate the extent to which their proposals demonstrate a commitment to small businesses. The proposal will be evaluated in accordance with the following criteria:

1. The extent of commitment to use such firms;
2. The extent to which such firms are specifically identified in proposals and the complexity and variety of the work small firms are to perform;
3. The extent of participation of such firms in terms of the value of the total acquisition.
4. The realism of the proposal; and
5. History of the offerors in complying with requirements of the clauses at FAR 52.219-8, Utilization of Small Business Concerns, and 52.219-9, Small Business Subcontracting Plan approved by DLA Energy.

(4) Price. The Government will evaluate prices in accordance with FAR 15.404-1(b)(1), comparison of proposed prices received in response to the RFP. Pursuant to FAR 15.404(a)(1), the Contracting Officer will evaluate prices to determine reasonableness of the offered prices. Each offeror's price, in conjunction with the non-price related factors (Past Performance, Technical Capability/Risk, and Small Business Participation), will be the basis for the Government's overall best value award decision.

Relative Weighting of Evaluation Factors: Past Performance is the most important non-price evaluation factor and Small Business Participation is the least important non-price evaluation factor. Technical Capability/Risk is not as important as Past Performance but is significantly more important than Small Business Participation. When combined, all three of these non-price evaluation factors are weighted approximately equal to Price. If two offers are equal in merit, lowest price will be the determining factor.

(b) Options (***Tailored***). Not Applicable.

(c) Notice of award. A written notice of award or acceptance of an offer 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.

********** End of RFP SPE60426R0401**********