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

1. REQUISITION NUMBER

2. CONTRACT NO.
BOA
SP0600-16-G-8000

3. AWARD/EFFECTIVE DATE
03/03/2016

4. ORDER NUMBER

5. SOLICITATION NUMBER
SP0600-15-R-0416

6. SOLICITATION ISSUE DATE
07/28/2015

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
[redacted]

b. TELEPHONE NUMBER *(No collect calls)*
[redacted]

8. OFFER DUE DATE/ LOCAL TIME
07/28/2020
See notes

9. ISSUED BY CODE SP0600
DLA ENERGY - ELECTRICITY, RENEWABLES & ESPC
8725 JOHN J. KINGMAN ROAD, STE. 3830
FT. BELVOIR, VA 22060
(dlaenergy.eteam@dla.mil)

10. THIS ACQUISITION IS ☒ 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: 221115
SIZE STANDARD: 250 employees

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

12. DISCOUNT TERMS

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

13b. RATING

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO CODE

16. ADMINISTERED BY CODE
See Block 9

17a. CONTRACTOR/ OFFEROR CODE 71CZ7 FACILITY CODE
Guzman Energy, LLC
101 Aragon Ave. Coral Gables, FL 33134
[redacted]

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

25. ACCOUNTING AND APPROPRIATION DATA

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

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

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ 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
[redacted]

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

30b. NAME AND TITLE OF SIGNER *(Type or print)*
[redacted] President

30c. DATE SIGNED
3/4/16

31b. NAME OF CONTRACTING OFFICER *(Type or print)*
[redacted]

31c. DATE SIGNED
3/3/2016

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

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PART I –THE SCHEDULE

Request for Proposal SP0600-15-R-0416 incorporates Amendments 0001-0002 by reference.

SECTION B – SUPPLIES TO BE FURNISHED RENEWABLE ENERGY CERTIFICATES

(a) **Brief Description:** A Renewable Energy Certificate (REC) represents the property rights to the environmental, social, and other non-power qualities of renewable electricity generation transferred to the Government. As renewable generators produce electricity, they create one REC for every 1000 kilowatt-hours (or 1 megawatt-hour) of electricity placed on the grid. Government "goals" identified in Executive Order (E.O.) 13693, *Planning for Sustainability in the Next Decade* (dated March 19, 2015) drive the Ordering Agency's REC requirement. These RECs earn "credit" for the Agency to meet the Governmental goal for a given Fiscal Year (FY). RECs are also known as "green tags", "green certificates" and "renewable energy credits".

(b) **Item Numbers:** The Contract Line Item Numbers (CLINs) identified in Section B, Table 1 are the only supplies available for future orders.

(c) **Quantities:** The estimated quantity for this Agreement is 8,636,360 megawatt-hours (MWh) over five years. The estimate is based off of a cumulative average of all RECs delivered using DLA Energy's historical information and pricing data.

(d) **Deliverables: Any resultant purchase order will require the deliverables set forth in this section; only the following deliverables are required under any resultant order and shall not be supplemented or modified:** All deliverables associated to the REC(s) delivered under these terms and clauses shall be furnished in accordance with Section B, Supplies to be Furnished, and C, Statement of Work, whereby the following is required:

(1) Exhibit I REC Certificate of Transfer furnished at the time of REC(s) delivery.

(2) Exhibit II REC Attestations- to be completed by the generator and BOA Holder furnished at the time of REC(s) delivery.

(3) Verification Audit – All required audit reports shall be furnished for delivery as follows:

i. **Third-Party Verification Audit**[1] – (required for **non**-Green-e or **non**-LEED Certified) At a minimum, an audit must be performed by a Certified Public Accountant (CPA) within 90 calendar days of the delivery date to verify the REC product content was sufficiently generated; the BOA Holder shall deliver the audit report to the Ordering Agency no later than the 91st calendar day. The third party audit shall verify all statements in Exhibits I and II, as well as verify items in *Section C, Statement of Work (d) Scope, items 1-5.*

ii. **Center for Resource Solutions (CRS) Annual Audit Report**[2] the BOA Holder must submit documentation performed by an independent CPA or Certified Internal Auditor to the CRS by the annual deadline specified by CRS. (See *Section C, Statement of Work, (c) Definitions, (14)*). The subsequent CPA or Certified Internal Auditor report delivered to CRS is a requirement to be provided to the Ordering Agency for any Green-e/LEED supplies to be furnished within 30 calendar days the CRS Annual Audit is submitted to CRS. Only the report submitted to CRS is required to be furnished to the Ordering Agency.

[1] Audit requirement described in http://www1.eere.energy.gov/femp/pdfs/epact05_fedrenewenergyguid.pdf

[2] Audit requirement described in Green-E Code of Conduct and Customer Disclosure Requirements dated November 6, 2013 (page 11-13) http://www.green-e.org/docs/energy/Green-e%20Energy%20Code%20of%20Conduct%20110613.pdf. The Green-e Energy Code of Conduct underwent a major update in the July 24, 2015 version, but Participants will not be required to comply with this version until July 24, 2016 per http://www.green-e.org/getcert_re_stan.shtml#coccd.

Section B, Table1: Supplies to be Furnished

Contract Line Item Number (CLIN)	REC Type/ Source	Deliverables
0001	Any/all RECs	Exhibit I REC Certificate of Transfer Exhibit II REC Attestations Third-party Audit, See Section B, (d)Deliverables (3)i.
0002	Solar	Exhibit I REC Certificate of Transfer Exhibit II REC Attestations Third-party Audit, See Section B, (d)Deliverables (3)i.
0003	Wind	Exhibit I REC Certificate of Transfer Exhibit II REC Attestations Third-party Audit, See Section B, (d)Deliverables (3)i.
0004	Landfill Gas	Exhibit I REC Certificate of Transfer Exhibit II REC Attestations Third-party Audit, See Section B, (d)Deliverables (3)i.
0005	Biomass	Exhibit I REC Certificate of Transfer Exhibit II REC Attestations Third-party Audit, See Section B, (d)Deliverables (3)i.
0006	eGrid	Exhibit I REC Certificate of Transfer Exhibit II REC Attestations Third-party Audit, See Section B, (d)Deliverables (3)i.
0007	LEED Certified	Exhibit I REC Certificate of Transfer Exhibit II REC Attestations Third-party Audit, See Section B, (d)Deliverables (3)ii.
0008	Green-e Certified (any REC)	Exhibit I REC Certificate of Transfer Exhibit II REC Attestations Third-party Audit, See Section B, (d)Deliverables (3)ii.
0009	Solar Green-e Certified	Exhibit I REC Certificate of Transfer Exhibit II REC Attestations Third-party Audit, See Section B, (d)Deliverables (3)ii.
0010	Wind, Green-e Certified	Exhibit I REC Certificate of Transfer Exhibit II REC Attestations Third-party Audit, See Section B, (d)Deliverables (3)ii.
0011	Landfill Gas, Green-e Certified	Exhibit I REC Certificate of Transfer Exhibit II REC Attestations Third-party Audit, See Section B, (d)Deliverables (3)ii.
0012	Biomass, Green-e Certified	Exhibit I REC Certificate of Transfer Exhibit II REC Attestations Third-party Audit, See Section B, (d)Deliverables (3)ii.

SECTION C – STATEMENT OF WORK /SPECIFICATIONS

(a) **PURPOSE**: This Basic Ordering Agreement (BOA) between ***Guzman Energy, LLC*** (herein "DLA BOA Holder") and the Defense Logistics Agency Energy (herein "DLA Energy") is entered into for the potential supply of Renewable Energy Certificates (RECs).

(b) **BACKGROUND:** RECs serve the role of laying claim to and accounting for the associated attributes of renewable-based generation. As renewable generators produce electricity, they have a positive impact, reducing the need for fossil fuel-based generation sources to meet consumer demand. RECs embody these positive environmental impacts and convey these benefits to the REC owner. As renewable generators produce electricity, they create one REC for every 1000 kilowatt-hours (or 1 megawatt-hour) of electricity placed on the grid. If the physical electricity and the associated RECs are sold to separate buyers, the electricity is no longer considered "renewable" or "green." The REC product is what conveys the attributes and benefits of the renewable electricity, not the electricity itself.

(c) **DEFINITIONS:**

(1) **Renewable Energy Certificate**(REC) [3] :means the technology and environmental (non-energy) attributes that represent proof that 1 megawatt-hour (MWh) of electricity was generated from an ***eligible renewable energy resource***, that can be sold separately from the underlying generic electricity with which they are associated, and that, for the purposes of this order [E.O. 13693], were ***produced*** by sources of renewable energy placed into service within 10 years prior to the start of the fiscal year.

(2) **Eligible Renewable Energy Resource**[4] : is to mean ''renewable electric energy'' or "REC Type/Source", which is energy produced by solar, wind, biomass, landfill gas, ocean (including tidal, wave, current, and thermal), geothermal, geothermal heat pumps, microturbines, municipal solid waste, or new hydroelectric generation capacity achieved from increased efficiency or additions of new capacity at an existing hydroelectric project. ***(For the purposes of this BOA, this definition is to mean "All / Any REC source" as shown in Section B, Table 1 – Supplies to be Furnished".)***

(3) **Produced**:(as referenced in paragraph "i" above), this BOA defines this term to mean "the date of vintage in accordance with paragraph iv. Vintage below".

(4) **Vintage**[5]: is to mean "Vintage Date" or "Generation Date" which are interchangeable with respect to industry standards. Vintage is defined as the date that the electric generation associated with the REC was measured by the system operator or utility meter at the generator site.

(5) **Contract Year:** may also be known as 'Goal Year' or 'Current Year', however, for the purpose of this BOA, Contract Year, Goal Year or Current Year, is to mean "Fiscal Year" (FY) October 1 – September 30" ***See Section C, Diagram 1*** *(Note: some industry standards define the "Current Year / Contract Year / Goal Year" as January 1 – December 30; however, due to Federal Funding limitations, this BOA defines the Contract/Current/Goal Year to mean "Fiscal Year").*

(6) **Federal REC Vintage Timeline:** RECs are defined as ELIGIBLE under this BOAs requirements when the REC generated six (6) months immediately preceding each ***Fiscal year***, or three (3) months immediately following each ***Fiscal Year***, making the total eligible generation period 21 consecutive months. See Section C, ***Table 1- Federal REC Vintage Timeline.***

(7) **Green-e Certified** "Green-e" is defined as CERTIFIED RECs and has specific standards different from any other REC source. Standards, specifications (to include vintage) are fully defined in Green-e Energy National Standard (also known as: 'National Standard'), Version 2.7 Released: July 14, 2015.

(8) **eGRID RECs**: Requesting agencies will accept RECs from the following eGRID sub-regions[6]: MRO West, RFC West and SPP North.

eGRID[7] is to mean the Emissions & Generation Resource Integrated Database (eGRID), which is a comprehensive inventory of environmental attributes of electric power systems. eGRID is the preeminent source of air emissions data for the electric power sector. Data is based on available plant-specific data for all U.S. electricity generating plants that provide power to the electric grid and report data to the U.S. government. eGRID integrates many different federal data sources on power plants and power companies, including, but not limited to: EPA, the Energy Information Administration (EIA), the North American Electric Reliability Corporation (NERC), and the Federal Energy Regulatory Commission (FERC). Emissions data from EPA are carefully integrated with generation data from EIA to produce useful values like pounds per megawatt-hour (lb/MWh) of emissions, which allows direct comparison of the environmental attributes of electricity generation. eGRID also provides aggregated data by state, U.S. total, company, and by three different sets of electric grid boundaries.

(9) **LEED Certified RECs**[8]: A LEED REC is an off-site renewable energy source, as defined by the Center for Resource Solutions Green-e Energy program's products certification requirements, or the equivalent. Green power may be procured from a Green-e Energy certified power marketer or a Green-e Energy-accredited utility program, or through Green-e Energy-certified tradable renewable energy certificates (RECs) or the equivalent. To meet the LEED standard, RECs must be accompanied with proof of a contract to purchase RECs for a minimum of 2 years and must also make a commitment to purchase RECs on an ongoing basis beyond that.

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[3] As defined in Executive Order 13693, *Planning for Federal Sustainability in the Next Decade* (dated March 19, 2015)

[4] As defined in Executive Order 13693 – *Planning for Federal Sustainability in the Next Decade* (dated March 19, 2015)

[5] As defined in Green-E Code of Conduct and Customer Disclosure Requirements - http://www.green-e.org/docs/energy/CodeofConductandCustDisclosure.pdf

[6] http://www.epa.gov/cleanenergy/energy-resources/egrid/faq.html#egrid6

[7] http://www.epa.gov/cleanenergy/energy-resources/egrid/faq.html

[8] http://www.usgbc.org/Docs/Archive/General/Docs5545.pdf

(10) **Substantial Change to Executive Orders (E.O.)**: Should E.O. 13693 be updated, or replaced, by any superseding E.O. or higher level Government mandate, the update may govern the definition(s) of eligible Supplies to be Furnished provided in this Section (relating to *Section B, Table 1*). The scope and magnitude of the REC "Types/Sources" as indicated in the solicitation, Section B, shall not substantially change; rather additional/revised E.O.(s) may, for example, elaborate on the terms and definitions listed herein, that BOA Holder is required to adhere to the update / replacement as appropriate, and in accordance with the updated E.O. governing the definitions of the 'Type' of REC sourced for any new orders after the E.O update has been issued.

(11) **Contract**: for the purpose of this BOA, the term "contract" is to mean "any resultant Purchase Order award".

(12) **Contractor**: for the purpose of this BOA, the term "contractor" is to mean "BOA Holder".

(13) **Qualifying REC(s)**: For the purpose of this BOA, the term "Qualifying REC(s)" is to mean the REC(s) which meet all standards/requirements identified in this BOA, to include Executive Order(s), National Standard or Industry Standard specified.

(14) **Center for Resource Solutions (CRS) Annual Audit Report**[9]**:** as required by the Green-e Code of Conduct and Customer Disclosure Requirements, Section VI, 'Verification of Certified Products' (See Footnote 2 & 9) a report is due to CRS by the annual due date CRS deems (usually annually in June). As required, all Green-e products must be verified by a CPA or Certified Internal Auditor by the CRS annual cut-off date. The Government acknowledges that the BOA Holder has no control over when CRS sets the deadline for CRS Audit Report submission. See Section B, (d) Deliverables, (3),(ii), **Center for Resource Solutions (CRS) Annual Audit Report.**

(d) **SCOPE**: Any and all RECs delivered for purchase by the Government under any resultant Purchase Order shall conform to the following requirements:

(1) All RECs delivered shall meet the definitions and specifications defined in this BOA.

(2) All RECs shall come from United States Facilities.

(3) The BOA Holder shall source a REC where, at the point of generation, the unbundled product component(s) shall be sold separately from its electricity and transferred to the Ordering Agency.

(4) All REC(s) shall be delivered with the completed appropriate ***Deliverables*** identified in Section B, paragraph (d).

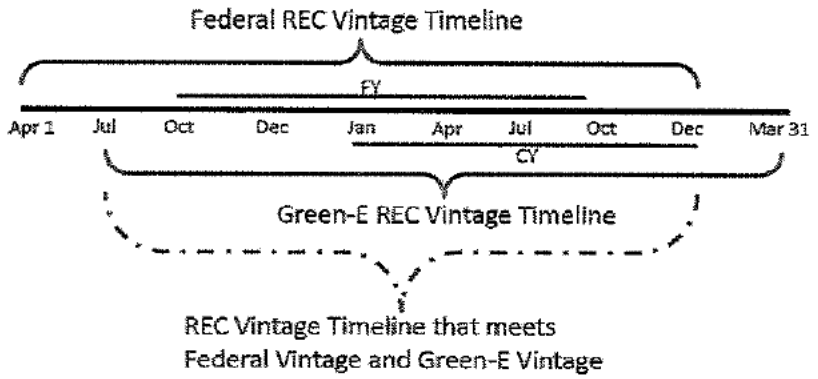
(5) BOA Holder shall adhere to the following Section C, **Table 1- *Qualifying REC Vintage Date***, whereby supplies furnished for a given Fiscal Year must meet REC "vintage" requirements, (i.e., the energy they represent must be generated during the same defined fiscal year) as shown in Section C, Table 1, below:

Section C, Table 1 – Federal REC Vintage Timeline

Fiscal Year	Qualifying Vintage Dates	Types of RECs
2015	April 1, 2014 to Dec 31, 2015	All RECs
	July 1, 2014 to Dec 31, 2015	National Standard (Green-e LEED)
2016	April 1, 2015 to Dec 31, 2016	All RECs
	July 1, 2015 to Dec 31, 2016	National Standard (Green-e LEED)
2017	April 1, 2016 to Dec 31, 2017	All RECs
	July 1, 2016 to Dec 31, 2017	National Standard (Green-e LEED)
2018	April 1, 2017 to Dec 31, 2018	All RECs
	July 1, 2017 to Dec 31, 2018	National Standard (Green-e LEED)
2019	April 1, 2018 to Dec 31, 2019	All RECs
	July 1, 2018 to Dec 31, 2019	National Standard (Green-e LEED)
2020	April 1, 2019 to Dec 31, 2020	All RECs
	July 1, 2019 to Dec 31, 2020	National Standard (Green-e LEED)

Section C, Diagram 1: For the purposes of this diagram, Current Year (CY) is shown to highlight the Green-E standard, and the overlap of the Federal REC Vintage Timeline. RECs can be generated six (6) months immediately preceding each **Fiscal Year**, or three (3) months immediately following each **Fiscal Year;** making the total eligible generation period 21 consecutive months.

[9] Audit requirement described in Green-E Code of Conduct and Customer Disclosure Requirements dated November 6, 2013 (page 11-13) http://www.green-e.org/docs/energy/Green-e%20Energy%20Code%20of%20Conduct%20110613.pdf. The Green-e Energy Code of Conduct underwent a major update in the July 24, 2015 version, but Participants will not be required to comply with this version until July 24, 2016 per http://www.green-e.org/getcert_re_stan.shtml#coccd.



SECTION D –PACKING AND MARKING: Not Applicable

SECTION E –INSPECTION AND ACCEPTANCE

Federal Acquisition Regulation (FAR) 52.246-2 – Inspection of Supplies—Fixed Price (Aug 1996) is hereby incorporated by reference.

SECTION F—DELIVERIES OR PERFORMANCE

Items to be delivered will be specified when the Ordering Agency issues a Request for Quote.

DELIVERY AND ORDERING PERIODS

(a) The period of a resultant Purchase Order (PO), during which the Ordering Agency may order and the REC deliverables shall be supplied (if ordered), will be as within the limits of the below dates. No order shall exceed these limits:
   (1) Ordering period begins: ***at issuance of a BOA to the BOA Holder*** and the last date to order is: ***Not to exceed (five) 5-years from the date the BOA RFP was issued as indicated in Block 6 of the SF 1449***.
   (2) Delivery period begins: ***at issuance of a PO*** and ends: ***no later than midnight, December 30, 2020.***

NOTE: Audit Reports are a term of the requirement to be delivered. A BOA Holder would be in breach of terms if they are unable to provide a valid Audit Report; however, the BOA Holder has no control of the timing CRS releases the Green-E / LEED Audit Report thus this is an incidental deliverable to provide documentation for the official file and shall not be confined to be delivered within the time specified in paragraph (a)(2).

SECTION G—ADMINISTRATION DATA

BOA POINTS OF CONTACT:

The following DLA Energy personnel are the administrative points of contact for the Basic Ordering Agreement:

DLA Contract Specialist(s):	Email:	Phone:
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

CONTRACT TYPE:

Resultant Purchase Orders (contract awards) shall be established on a Firm-Fixed Price basis.

INVOICING:

52.232-37 -- Multiple Payment Arrangements (FAR)(May 1999)

This contract or agreement provides for payments to the Contractor through several alternative methods. The applicability of specific methods of payment and the designation of the payment office(s) are either stated--

(a) Elsewhere in this contract or agreement; or
(b) In individual orders placed under this contract or agreement

SECTION H—SPECIAL TERMS:

BASIC ORDERING AGREEMENT TERMS & CONDITIONS

(a) **Terms:** This is a Basic Ordering Agreement (BOA) that establishes a written instrument of understanding, containing the terms and agreements under which future requirements will be solicited, evaluated, awarded and delivered. A BOA is not a contract.
(b) All BOA terms and clause herein are incorporated by reference to all future orders.
  (1) DLA Energy is the Administrator (owner) of the BOA(s) and is the only Ordering Agency authorized to modify the base terms and clause of BOA Holders.
  (2) In accordance with FAR 16.703(c)(2), each BOA shall be reviewed annually before the anniversary of its effective date and revised as necessary to conform to the requirements of the FAR. The BOA(s) may need to be revised before the annual review due to mandatory statutory requirements. A BOA shall be changed only by modifying the agreement itself and not by individual orders issued under it. Modifying a basic ordering agreement shall not retroactively affect orders previously issued under it.
  (3) The BOA may be terminated in its entirety by either party upon thirty (30) days' notice to the other party. Termination of a BOA shall not retroactively affect previously issued orders.
  (4) The Ordering Agency will solicit its requirements in accordance with **FAR 16.703 (d).**
  (5) A binding contract (Purchase Order) may be established when the Ordering Agency offers the BOA Holder a Purchase Order (PO) and the BOA Holder accepts it in writing. **All orders shall be accepted by the BOA Holder "in writing," as defined in FAR 2.101.**
  (6) All POs shall reference the DLA BOA Holder's Agreement number, and a DLA Energy generated sequential BOA number (DLA + 4-digit sequential number).
  (7) Regardless of the BOA expiration date, the BOA Holder is responsible for delivering all supplies required under each PO and all modifications under each PO.
  (8) Past Performance and adherence to FAR Part 9 – Responsibility of all BOA Holders will be reviewed at least every two years.

ORDERING PROCEDURES UNDER BASIC ORDERING AGREEMENTS

(a) This section sets procedures and criteria that will be used by authorized Ordering Agencies to place Purchase Orders against DLA BOA(s). Any resultant requirements shall be procured in accordance with the FAR 16.703 –Basic Ordering Agreements.
(b) **Ordering Schedule:** All ordering periods shall be written within the Request for Quote and the resultant Purchase Order pursuant to Section F of the BOA Terms.
(c) **Competition:** It is the responsibility of the Ordering Agency's Contracting Officer or Government Purchase Card Holder to fully comply with FAR 16.703(d).
(d) **Method for Determining Price:** All prices must be agreed to before the order is issued.
(e) **Method for Issuing Purchase Orders:**
  (1) Only Ordering Agencies listed in Section H, Table 1- Authorized Ordering Agencies are authorized to issue Requests for Quotes under this BOA in writing. See **Attachment 1, RFQ Template**.
  (2) Accelerated or streamlined procedures, such as email, phone or fax shall be utilized to the maximum extent practicable. E-mail is the preferred method to notifying BOA Holders of Purchase Order opportunities.
  (3) In the event an Ordering Agency wishes to make an order using this BOA, the Ordering Agency shall:
    (i) Issue orders under BOA on Optional Form (OF) 347, Order for Supplies or Services, or on any other appropriate contractual instrument.
    (ii) Incorporate by reference the provisions of the BOA;
    (iii) If applicable, cite the authority under FAR 6.302 in each order; and
    (iv) Comply with FAR 5.203 when synopsis is required by FAR 5.201.
  (4) REC Types and quantities for each Purchase Order will be established upon issuance of a Request for Quote.

(5) The Ordering Agency may add local provisions or clauses (e.g. invoicing; payment, delivery schedule, etc…), provided they do not conflict with the BOA terms and clauses.
(6) The Ordering Agency intends to evaluate quotes within 10 business days. Any BOA Holder, or interested party (i.e. prospective BOA Holder(s)) providing a quote to the Ordering Agency.
(7) The BOA Holder with the lowest evaluated quote shall be in line for award.
(8) The Government does not have to accept any quote.

(f) **Ordering Limitation:** There is no minimum ordering limitation; however, it is strongly recommended that the Ordering Agencies become part of the DLA semi-annual procurement cycle, so that all Agencies are submitting their Request for Quotes at the same time. By leveraging the purchase power of quantity and competition, the Government will secure the best rate. This BOA has an ordering capacity of $9.5 million amongst all BOA Holders over the 5 year ordering period cumulatively.

Section H, Table 1 - Authorized Ordering Agencies:

Ordering Agency	AGENCY Contracting Officer OR AUTHORIZED Government Purchase Card (GPC) HOLDER	Title and/or Organizational Unit	Ordering Limits
DLA Energy	[redacted]	Contracting Officer, DLA Energy, Installation Energy, FEAAB	Unlimited
Department of Interior	[redacted]	Contracting Officer	Open Market: $150,000, Established Sources: $500,000
Department of Transportation- Volpe National Transportation Systems Center	[redacted]	Contracting Officer	NTE $1,000,000
U.S. Department of Agriculture- Office of Procurement & Property Management	[redacted]	Contracting Officer	NTE $150,000
Indian Health Service - HQ	[redacted]	Contracting Officer	Unlimited
Internal Revenue Service	[redacted]	Contracting Officer	NTE $150,000
NASA Langley Research Center	[redacted]	Contracting Officer, Asst. Branch Head, MSCB, OP	Unlimited
NASA Langley Research Center	[redacted]	Contracting Officer/ GPC Holder	NTE $500,000
NASA Johnson Space Center	[redacted]	GPC Holder	NTE $150,000/purchase; $500,000/ month
NASA Kennedy Space Center	[redacted]	Contracting Officer	NTE $25,000,000
National Energy Technology Laboratory	[redacted]	Contracting Officer	Unlimited
National Institutes of Health	[redacted]	Contracting Officer	Unlimited
NASA Marshall Space Flight Center	[redacted]	Contracting Officer	NTE $1,000,000
DHS Science & Technology	[redacted]	GPC Holder	NTE $3,000
U.S. Patent Trade Office	[redacted]	Contracting Officer	NTE $150,000
USDA Agricultural Research Service	[redacted]	Contracting Officer	NTE $150,000

PART II-CONTRACT CLAUSE

SECTION I – CONTRACT CLAUSES

To view the FAR, offerors may use the following website: http://www.acquisition.gov/far/

For all questions concerning:

- Small Business, please e-mail: dla.energy.osbp@dla.mil.

52.204-13 -- System for Award Management Maintenance (FAR) (Jul 2013)

(a) *Definition.* As used in this clause--
"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.
"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart 32.11) for the same concern.
"Registered in the System for Award Management (SAM) database" means that—

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

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

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

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

(1)

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

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

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

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

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

(i) Via the internet at http://fedgov.dnb.com/webform or if the Contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

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

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (FAR) (May 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

___ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (Nov 2011) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (ii) Alternate I (Jan 2011) of 52.219-4.

___ (13) [Reserved]

___ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
___ (ii) Alternate I (Nov 2011).
___ (iii) Alternate II (Nov 2011).
___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
___ (ii) Alternate I (Oct 1995) of 52.219-7.
___ (iii) Alternate II (Mar 2004) of 52.219-7.
___ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637 (d)(4)).
___ (ii) Alternate I (Oct 2001) of 52.219-9.
___ (iii) Alternate II (Oct 2001) of 52.219-9.
___ (iv) Alternate III (Oct 2014) of 52.219-9.
___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
___ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
___ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
___ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
___ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
___ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
___ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
___ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
___ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
___ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
___ (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
___ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
___ (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
___ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
___ (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
___ (36) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514
___ (ii) Alternate I (Jun 2014) of 52.223-13.
___ (37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
___ (ii) Alternate I (Jun 2014) of 52.223-14.
___ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
___ (39) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).
___ (ii) Alternate I (Jun 2014) of 52.223-16.
___ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
___ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
___ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
___ (ii) Alternate I (May 2014) of 52.225-3.
___ (iii) Alternate II (May 2014) of 52.225-3.
___ (iv) Alternate III (May 2014) of 52.225-3.
___ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

___ (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
___ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
___ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
___ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
___ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
___ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
___ (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
___ (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
___ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
___ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
___ (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[*Contracting Officer check as appropriate.*]

___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)
___ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).
___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).
___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).
___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).
___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).
___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).
___ (10) 52.237-11, Accepting and Dispensing of $1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(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 Subpart 4.7, Contractor Records Retention, of the 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 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.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for

commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
(vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
(viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
(xi) ____ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
___ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
(xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).
(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).
(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

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): http://www.acquisition.gov/far/.

FAR 52.202-1	DEFINITIONS
FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
FAR 52.212-4	CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS
FAR 52.232-17	INTEREST
FAR 52.242-13	BANKRUPTCY
FAR 52.246-16	RESPONSIBILITY FOR SUPPLIES
FAR 52.247-34	F.O.B DESTINATION
FAR 52.253-1	COMPUTER GENERATED FORMS

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

SECTION J - LISTS OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

EXHIBIT	TITLE	# OF PAGES
I	REC Certificate of Transfer	1
II	REC Attestations	3
III	Past Performance	1

ATTACHMENT	TITLE	# OF PAGES
I	RFQ Template	2
II	Q&A Document	5

END OF BOA SP0600-16-G-8000

REC CERTIFICATE OF TRANSFER

(BOA Holder) certifies that title to the Renewable Energy Certificate(s) in the amounts described below, associated with power generation from the Renewable Resource(s) listed below, have been transferred to the **(Insert Federal Agency)** in accordance with the terms of the **(Insert Procurement Agency and Contract Number)** for the quarterly contract performance period **(Insert Dates).**

The Renewable Energy Certificate(s) transferred to the **(Insert Federal Agency)** include emissions, and other environmental characteristics associated with renewable resources. The Renewable Energy Certificate(s) do not include energy, capacity, or other attributes of electrical power.

(BOA Holder) represents and warrants that the environmental attributes, including any attendant emission credits, that are the subject of this Certificate of Transfer have not been and will not be sold, reserved, or conveyed to any party other than the **(Insert Federal Agency)** and that the electric power generated in association with these Renewable Energy Certificate(s) has not been represented to retain or possess, and will not be represented as retaining or possessing such attributes.

The Renewable Energy Certificate(s) that are the subject of this Certificate of Transfer are based upon the generation of electricity from **(Insert type of Renewable Resource(s))** at **(Insert Source Facility Location(s))** between the dates of _____ and _____. The total amount of Renewable Energy Certificates covered by this Certificate of Transfer is: **(Insert Quantity conveyed in MWhs).**

Insert company name, representative name, signature (typed/printed) and date

ATTESTATION FROM REC PROVIDER

I, (print name and title)_____, declare under penalty of perjury, on behalf of (name of REC provider)_____, that

1) all the RECs associated with this invoice were generated by eligible renewable energy generators as defined in RFP# _____;
2) all the renewable attributes, including any emissions reduction credits or emissions allowances, represented by the REC sales reported in REC Certificate of Transfer were transferred to the (Federal Agency) _____ ; and
3) the renewable attributes represented by the REC sales reported in Renewable Energy Certificate of Transfer were not and will not be sold, marketed or otherwise claimed by a third party

REC Product

Generating Facility	MWh Generation	From (date)	To (date)	Fuel Type

I further declare that the RECs claimed for the REC products LISTED ABOVE and reported in the REC Certificate of Transfer were sold once and only once, and that the electrical energy that was generated with the RECs reported in the REC Certificate of Transfer was not and will not be sold, marketed or otherwise represented as renewable energy and was not and will not be used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate. As an authorized agent of the aforementioned Company, I have authority to submit this report on the company's behalf.

_____ _____
Signature Date

_____
Place of Execution

RENEWABLE GENERATOR ATTESTATION

Facility Information

Name of Facility:_____

Address of Facility:_____

Facility ID Number[1]:_____ EIA, QF, Other (specify) or N/A? (circle one)

Contact Person:_____ Title:_____

Telephone:_____ Fax:_____

Fuel Type	Capacity* (MW)	MWh/RECs Sold to Provider	Date Facility First Operational	NOx Emissions (Lbs/MWh)	Period of Delivery (Q#/yy or mm/yy)**
Biomass _____ *(indicate fuel type)*					
Geothermal					
Landfill Gas/ Digester Gas					
Wind					
Solar electric					

* For facilities which have added new renewable capacity, please indicate the amount and operational date of the new capacity and the existing capacity.

** List as separate line items MWh for each month or quarter.

[1] Please enter Energy Information Administration (EIA) identification number for the generating facility. If the facility does not have an EIA number, please enter the utility-assigned Qualifying Facility (QF) identification number, other identification number or indicate not applicable (N/A).

RENEWABLE GENERATOR ATTESTATION FORM (CONT'D)

Declaration:

I, (print name and title)_____,
declare under the penalty of perjury, that the information provided on this form is true and correct to the best of my knowledge.

Further, I declare that the (indicate) _____ renewable megawatt hours/ _____ renewable attributes listed above were sold exclusively to (name of REC provider) _____. Further, I declare that 1) all the renewable attributes, including any emissions reduction credits or emissions allowances, represented by the renewable electricity generation listed below were transferred to the REC provider above, 2) to the best of my knowledge, the renewable attributes were not and will not be sold, marketed or otherwise claimed by a third party; 3) the renewable attributes were and will be sold once and only once; 4) the electrical energy that was generated with the attributes was not used on-site for generation; and 5) the electrical energy that was generated with the attributes was not and will not be separately sold, marketed or otherwise represented as renewable energy and was not and will not be used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate.

Generating Facility	MWh of Generation	From (date)	To (date)	Fuel Type

Further, I declare that the facilities that generated all of the (indicate) ___ renewable kilowatt hours/ ___ renewable attributes sold to (name of REC provider) are listed above by fuel type.

As an authorized agent of (generating company name) _____.
I attest that the above statements are true and correct.

Signature:_____Date:_____

Place of Execution:_____

Address of Generating Company:_____

Phone Number: _____

Past Performance

Please submit the information for Government and non-Government contracts or subcontracts held (not to exceed two years since completion) for the sale of Renewable Energy Certificates (REC) including those in progress. Please submit a total of 3 recent and relevant references. Past performance information will be evaluated in accordance with the RFP, Section M.

Company Name	Responsible Contract Administrator	Telephone Number	Fax Number	Amount of REC Sold	Type of REC Sold	Source Facility Location	Contract Start Date/End Date

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)

THIS RFQ ☐ IS ☐ IS NOT A SMALL BUSINESS SET-ASIDE

PAGE X OF X PAGES

1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO. Ordering Agency's Number	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1 ▶ RATING
5a. ISSUED BY			6. DELIVER BY (Date)
5b. FOR INFORMATION CALL (NO COLLECT CALLS) NAME	TELEPHONE NUMBER: AREA CODE / NUMBER		7. DELIVERY ☐ FOB DESTINATION ☐ OTHER (See Schedule)
8. TO: a. NAME	b. COMPANY Must be a BOA Holder		9. DESTINATION a. NAME OF CONSIGNEE
c. STREET ADDRESS			b. STREET ADDRESS
d. CITY	e. STATE	f. ZIP CODE	c. CITY / d. STATE / e. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date)

IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	See continuation page...				

12. DISCOUNT FOR PROMPT PAYMENT ▶	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER	PERCENTAGE

NOTE: Additional provisions and representations ☐ are ☐ are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15. DATE OF QUOTATION
a. NAME OF QUOTER				
b. STREET ADDRESS			16. SIGNER	
c. COUNTY			a. NAME (Type or print)	b. TELEPHONE AREA CODE
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)	NUMBER

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not usable

STANDARD FORM 18 (REV. 6-95)
Prescribed by GSA-FAR (48 CFR) 53.215-1(a)

Subject: DLA Basic Ordering Agreement (BOA) RFP SP0600-15-R-0416
[Ordering Agency RFQ # xxxxxx ---- All elements in RED are fillable by the Ordering Agency]

Continuation of Standard Form 18, Block 11

1. **This is a Request for Quotation (RFQ)** issued in accordance with the terms and clause of DLA Energy BOA RFP SP0600-15-R-0416 for the Supply of Renewable Energy Certificates (RECs).

2. **Instructions to BOA Holder or Offeror:** ***If your firm does not currently hold a BOA with DLA Energy, immediately refer to RFP SP0600-15-R-0416 and contact the individuals listed on the SF1449, Block 7a and 7b.*** Provide a price for the following CLIN(s) in accordance with SP0600-15-R-0416, Section B, SUPPLIES TO BE FURNISHED and Section C, STATEMENT OF WORK/SPECIFICATIONS.

   (Tailor the table as necessary)

Contract Line Item Number	REC Type/ Source	Quantity (listed in MWh)	Price ($/MWh)
CLIN0001	Any Source	TBD	$
CLIN0002	Solar Sources	TBD	$
CLIN0003	Wind Sources	TBD	$
CLIN0004	Landfill Gas Sources	TBD	$
CLIN0005	Biomass Sources	TBD	$
CLIN0006	eGRID Sources	TBD	$
CLIN0007	Any Source, LEED Certified	TBD	$
CLIN0008	Any Source, Green-e Certified	TBD	$
CLIN0009	Solar Sources, Green-e Certified	TBD	$
CLIN0010	Wind Sources, Green-e Certified	TBD	$
CLIN0011	Landfill Gas Sources, Green-e Certified	TBD	$
CLIN0012	Biomass Sources, Green-e Certified	TBD	$

3. **ORDERING AGENCY LOCAL PROVISIONS AND CLAUSES:**
   All subject DLA BOA terms and clauses are hereby incorporated by reference.

   [If the Option Form 347-12b is not used] the Ordering Agency must include, at a minimum, the following:

   - Delivery Period **pursuant to Section F of the BOA Terms.**
   - Local Invoicing and Payment terms
   - Delivery Location (supply furnished and invoice location)
   - Acceptable method of delivery (i.e. electronic, etc…)

Attachment II- Questions and Answers Document

The Government developed this questions and answers document to address frequently asked questions regarding the DLA Energy Basic Ordering Agreement (BOA) Request for Proposals (RFP), SP0600-15-R-0416, herein known as the BOA RFP. This document is intended to "live & change" with the life of the BOA RFP (5 years); the version and date will be reflected in the footer of this document.

1. **Question:** What is a Basic Ordering Agreement (BOA)?
   Answer: A BOA is a written instrument of understanding, negotiated between an agency, contracting activity, or contracting office and a contractor that contains the following:
   a. Terms and clauses applying to future contract orders between the parties during its term
   b. A description, as specific as practicable, of supplies or services to be provided; and
   c. Methods for pricing, issuing and delivering future orders under the BOA.

   A BOA is not a contract; it is an agreement. A BOA does not imply any agreement by the Government to place future contracts or orders with the contractor.

2. **Question:** What if I am an interested party but do not have a BOA with DLA Energy?
   Answer: See Q&A number 6.

3. **Question:** How is this RFP different than how DLA Energy has procured Renewable Energy Certificates (RECs) in the past years?
   Answer: The difference is the acquisition vehicle. In 2015, DLA Energy decided to utilize a BOA RFP instead of the Purchase Order RFP that was issued in prior years, largely because of how DLA Energy's customers pay for RECs. Due to the evolution of electronic payment systems, it is no longer reasonable for DLA Energy's Customers (installations purchasing RECs under prior DLA Energy Contracts) to manually submit the DLA Energy Contract to their individual payment office as a vehicle for Contractor payment. Instead, offices were creating a separate order on top of DLA Energy's Purchase Order. The BOA allows DLA Energy Customers to create their own Request for Quote and Purchase Order, thereby mitigating any payment or contract duplication infractions.

4. **Question:** Which Agencies can order from BOA Holders?
   Answer: Only Ordering Agencies listed in Section H, Table 1- Authorized Ordering Agencies are authorized to issue Requests for Quotes under this BOA.

5. **Question:** What steps do Government Agencies need to take in order to utilize the DLA Energy BOA?
   Answer: Any interested Government Agency should call the BOA administrative points of contact listed on the BOA RFP's SF1449 Block 7a and 7b to discuss their options. Since the BOA has a maximum ordering capacity, the request shall be submitted to DLA Energy. If the ordering capacity is not exceeded, DLA Energy will require the following:
      a. A signed Statement of Understanding for authorized Government users

b. Proof of the Government official's certificate of appointment as a Contracting Officer, or designation as the Government Purchase Card (GPC) holder (if applicable)
c. Contracting Officer Representative (COR) designation letter (if applicable)

Upon successful completion and submission of the required materials, the agency will be added to:

a. The list of agencies DLA Energy orders on behalf of; OR
b. The list of authorized Ordering Agencies listed in Section H of the BOA RFP (either via amendment of the open and continuous RFP or via a modification to BOA(s)).

6. **Question:** Who can respond to Requests for Quotes?
Answer: Any interested party; however contractors must be able to submit a proposal to DLA Energy in response to the BOA RFP (SP0600-15-R-0416) AND become a BOA Holder. An authorized Ordering Agency will issue a RFQ in accordance with FAR 16.703(d). As stated earlier, all interested parties must enter into a BOA with DLA Energy before the Ordering Agency may enter into a binding contract because a BOA establishes the terms and clauses incorporated by reference in resultant Purchase Orders (POs).

7. **Question:** What constitutes a binding contract?
Answer: For the purpose of supplying RECs, the BOA terms constitute a binding contract when the Ordering Agency offers the BOA Holder a Purchase Order (PO) and the BOA Holder accepts it in writing. **All POs shall be accepted by the BOA Holder "in writing," as defined in FAR 2.101.**

8. **Question:** What is the difference between orders DLA Energy executes for RECs under this BOA compared to the orders issued by the individual installations themselves under this BOA?
Answer: There is no difference. DLA Energy will continue to service those agencies which can manually submit a DLA Energy PO as the single method to issue payment by their Agency. For those individual installations who cannot use a DLA Energy PO as the sole contracting document to issue payment and they have the authority to use the BOA as an ordering vehicle (pursuant to the Section H of the BOA), then they shall solicit, award, and process payment for their own Agency utilizing the terms and clauses of the BOA. An authorized Ordering Agency may incorporate local clauses that differ from the orders DLA Energy executes (e.g. invoice clause), as long they do not contradict the BOA terms and clauses. See also Q&A 3 and 4.

9. **Question:** Are there any limits to the dollar amount ordered?
Answer: Yes, $9.5M is the maximum ordering capacity for all orders issued amongst all BOA Holders over the 5 year ordering period **cumulatively**. Although each BOA Holder has a maximum ordering capacity not to exceed $9.5M; each order placed against any BOA will reduce that ordering capacity for all BOA Holders, continuously for the 5 years the BOA is established, or until the $9.5M capacity is extinguished, whichever is earlier. The DLA Energy Program Guidelines require each order to be reported to the DLA Energy BOA administrative

Contract Specialist in order to ensure the BOA maximum capacity is not breached.

10. **Question:** How does DLA Energy know how many orders have been written, or what the executed dollar value is "to date"?
Answer: DLA Energy will maintain a log to track the overall BOA's ordering limitations to ensure the maximum capacity is not breached. Each written order shall reference the DLA BOA Holder's Agreement number, and a DLA Energy generated sequential BOA number (DLA + 4-digit sequential number). Once awarded, that Agency will be required to send DLA Energy a copy of the order.

11. **Question:** Can an Agency purchase item(s) that are not listed in the BOA, Section B.
Answer: No. Agencies cannot purchase items that are not defined in Section B of the BOA. If the market, or Government goals change over the course of the life of the BOA, please send a request to dlaenergy.eteam@dla.mil and DLA Energy will consider a modification, should it be determined in scope.

12. **Question:** Are Agencies permitted to use multiple NAICS codes to specify the type of REC being purchased?
Answer: No. In accordance with Part V Small Business Administration 78 Fed. Reg. 191 (Oct 2, 2013), the predominant North American Industry Classification System (NAICS) code and size standard is required for all contracts, as well as for all orders. Based on this, DLA Energy determined the most predominant NAICS Code to be 221115- 'Wind Electric Power Generation'. NAICS 221115 shares the same Size Standard as all other supplies identified in the Request for Proposal (RFP) Section B, Supplies to be Furnished; thus any one NAICS chosen would not alter the opportunity for a small business set aside.

13. **Question:** Is the BOA RFP (SP0600-15-R-0416) set aside for small businesses?
Answer: No. There are no firm requirements at this time; therefore the Government is maximizing BOA participation by going out "full and open."

14. **Question:** Is there an opportunity for Small Business set-asides for RFQs referencing the BOA?
Answer: Yes. The Ordering Agency may set aside a requirement should there be any future subsequent BOA Holders that qualify under the small business size standard.

15. **Question:** Can a contractor become a BOA holder at any time?
Answer: Yes; provided they can meet the qualifications identified in BOA RFP SP0600-15-R-0416. DLA Energy will not limit qualified offerors from submitting a proposal during the 5-year life of the BOA. The BOA RFP will be open continuously.

16. **Question:** Is payment by Government Purchase Card (GPC) authorized and required to be accepted by all contractors?
Answer: Yes, except as provided in FAR 32.1108(b)(2), the Governmentwide commercial purchase card is authorized for use in making and/or paying for purchases of supplies, services,

or construction. The Governmentwide commercial purchase card may be used by contracting officers and other individuals designated in accordance with FAR 1.603-3 and as indicated in Section H, Table 1 - Authorized Ordering Agencies. The card may be used only for purchases that are otherwise authorized by law or regulation (reference FAR 13.301(a)).

17. **Question:** Can an authorized Ordering Agency (who follows all DLA procedures) order a REC from BOA Holders at any time during the 5-years the BOA is posted on FedBizOps.
Answer: Yes; however it is ***strongly recommended*** that all DLA Customers purchase RECs on a semi-annual basis, as scheduled by DLA Energy. DLA Energy will continue to manage this semi-annual group-orchestrated acquisition amongst ALL DLA Energy Installations requiring RECs in effort to get a "bulk" discount. Otherwise, exchanges with industry and market research has shown that when RECs are sourced outside of a semi-annual schedule, the Ordering Agency can expect REC prices to be at least 50-100% higher than when purchased at the same time as the rest of the Ordering Agencies. This is because there is a large contractor cost in validating, retiring, and assigning a REC to the purchaser. It simply is not worth the cost when done for a small REC quantity.

18. **Question:** How are RECs priced?
Answer: In general, REC prices depend on a number of factors, including the technology, the vintage (year in which generation occurred), the volume purchased, the region in which the generator is located, whether they are eligible for certification, and whether the RECs are bought to meet compliance obligations or serve voluntary retail consumers. Natural gas prices, weather, and time of order can also affect the cost competitiveness of renewable energy generation, which is reflected in REC prices.

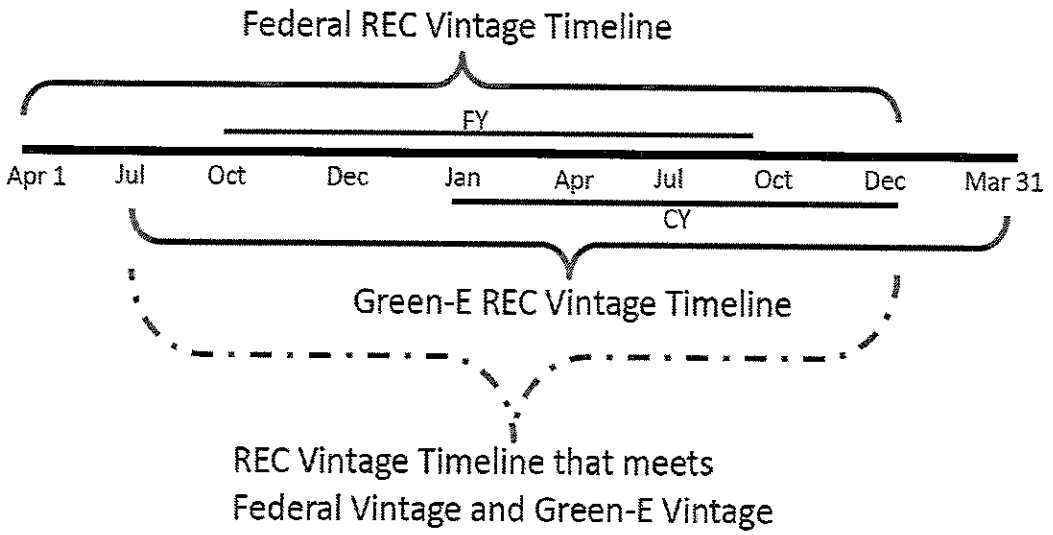
    All Ordering Agencies must understand that the price of the REC depends heavily on the supply and demand of the market. E.g. To ask for a FY16 REC at the start of FY 16 means that the vendors have to source the quantity from a competitive marketplace that only has a supply of six months' worth of RECs.

    Please also refer to the following links for further REC pricing information –
    http://apps3.eere.energy.gov/greenpower/markets/certificates.shtml?page=1

    http://apps3.eere.energy.gov/greenpower/markets/certificates.shtml?page=5

19. **Question:** Will "OLD" and "NEW" RECs be available for purchase?
Answer: No. Pursuant to the March 19, 2015 release of Executive Order 13693 – Planning for Federal Sustainability in the Next Decade, E.O. 13423 was revoked. Therefore there is no longer an option for RECs from facilities online after January 1, 1991 or January 1, 1999. The previous definition of "OLD" and "NEW" RECs no longer exists. The new definition of a REC maintains that it must be produced by sources of renewable energy facilities placed into service within 10 years prior to the start of the fiscal year the REC is requested.

20. **Question:** What is a vintage and what are the requirements to meet the vintage terms?
Answer: Per the BOA RFP, Section C- Statement of Work/Specifications, paragraph (c)(4), Vintage is to mean "Vintage Date" or "Generation Date" which are interchangeable with respect to industry standards. Vintage is defined as the date that the electric generation associated with the REC was measured by the system operator or utility meter at the generator site.

To understand the Government's "Federal REC Vintage Timeline," see also Section C- Statement of Work/Specifications, paragraph (c)(5) for "Contract Year."

For the purposes of this diagram, Current Year (CY) is shown to highlight the Green-E standard, and the overlap of the Federal REC Vintage Timeline. RECs can be generated six (6) months immediately preceding each Fiscal Year, or three (3) months immediately following each Fiscal Year; making the total eligible generation period 21 consecutive months.