

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K	PAGE 1 OF 11
--	--	--------------------------	--------------

2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. SP0600-04-1365, 1366, 1371, 1373 and 1374 and Amds	5. PROJECT NO. (If applicable)
---------------------------------------	-------------------	---	--------------------------------

6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FT. BELVOIR, VA 22060-6222 BUYER/SYMBOL	CODE SP0600 P.P. 7.2, 7.4	7. ADMINISTERED BY (If other than Item 6) CODE SP0600
--	-------------------------------------	---

8. NAME AND ADDRESS OF CONTRACTOR (NO., street,city,county,State,and ZIP Code) Phone: _____ Fax: _____ E-Mail: _____ DUNS: _____ Cage Code: _____ Bidder Code: _____	X	9a. AMENDMENT OF SOLICITATION NO. SP0600-04-R-0086
		9b. DATED (SEE ITEM 11) March 26, 2004
		10a. MODIFICATION OF CONTRACT/ORDER NO.
		10b. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [X] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority):

E. IMPORTANT: Contractor [] is not, [] is required to sign this document and return copies to the issuing office.

See pages 2 through 11

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME OF CONTRACTING OFFICER STEPHANIE R. PEREZ	
15B. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

The following additions, changes, corrections and deletions are hereby incorporated into Solicitation SP0600-04-R-0086:

1. Facsimile Offers:

Receipt of facsimile offers will be accepted at the following two facsimile numbers:

(703) 767-8672 or (703) 767-8757

It is important that you contact the DESC representatives listed below in the event you incur problems trying to submit your offers either by facsimile or emails for the scheduled closing dates.

Ms. Annie Gordon – (703) 767-3415
Ms. Jeannine Fairly – (703) 767-8563
Ms. Stephanie Perez – (703) 767-8562

In addition, request you call one of the individuals listed above to confirm receipt of your offer.

2. The suspense date of 30 April 2004 regarding submission of questions about this solicitation has changed; the new suspense date is by Close of Business, 27 April 2004.

3. Clause Changes:

a. Clause G9.09 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (OCT 2003) is hereby incorporated into this solicitation. It replaces Clause G9.09 PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (MAY 1999). See page 3 of this Amendment.

b. Clause K15 RELEASE OF UNIT PRICES (DESC MAR 2004) is hereby incorporated into this solicitation. It replaces Clause K15 - RELEASE OF UNIT PRICES (DESC OCT 2002). See page 4 of this Amendment.

4. The Technical Experience Package will be changed in its entirety to include the addition of a sixth column and a revised Supply Management page. See the revised Technical Experience Package on pages 5 through 11 of this Amendment.

5. Line Items 4005 and 4006 SOCAL, Note #4 on page 8 of the solicitation, delete the following sentence in its entirety: The Contractor shall adjust the nominations within the applicable swing percentages as necessary to keep the installations within balance.

6. Add Note # 13 to Clause B1.06, SUPPLIES TO BE FURNISHED (NATURAL GAS) (DSC MAR 1998) on page 7 of this solicitation: **RIGHT NOT TO AWARD:** The Government reserves the right not to award any line item (s) solicited in the RFP if it is determined after receipt of initial offers that award would not be in the best interest of the Government.

The closing date and time for this solicitation remains unchanged as follows: Offers for the California line items are due on May 4, 2004, at 1:00 p.m., local time, Fort Belvoir, VA. Offers for all other line items are due on May 11, 2004, at 1:00 p.m., local time, Fort Belvoir, VA.

**G9.09 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION
(OCT 2003)**

(a) METHOD OF PAYMENT.

(1) All payments by the Government under this contract, shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term **EFT** refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) CONTRACTOR'S EFT INFORMATION. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) MECHANISMS FOR EFT PAYMENT. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) SUSPENSION OF PAYMENT. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) of this clause shall apply.

(f) EFT AND PROMPT PAYMENT. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT AND ASSIGNMENT OF CLAIMS. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) PAYMENT INFORMATION. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(FAR 52.232-33)

K15 RELEASE OF UNIT PRICES (DESC MAR 2004)

The Defense Energy Support Center (DESC) will continue to release unit prices of successful offerors after the contract award pursuant to 10 U.S.C. 2305(g)(2), FAR 15.506(d)(2) and 32 CFR 286h-3. Unit prices are the bottom-line price per unit of product and may include the total contract price. They do not include any breakout of costs, such as transportation or overhead, and do not disclose the offeror's anticipated profit or any pricing factors.

(DESC 52.224-9F25)

Technical Experience - SP0600-04-R-0086 Page 5 of 11

Offeror Name: _____

Offeror Point of Contact: _____

For evaluation purposes, offerors are required to describe experience in transporting natural gas and, in performing supply management as described in Clause C703 of this Solicitation. Submissions must be in this format, however, additional copies of this form can be made and submitted. **Only information from this form will be evaluated.** Please complete this form with sufficient detail to provide an accurate reflection of your experience. Failure to fully answer questions will negatively impact the evaluation of your offer. Handwritten responses in **Black Ink Only** are acceptable.

1. TRANSPORTATION AND SUPPLY MANAGEMENT: Note: The line item #s are indicated under the appropriate delivery point.

- A. Identify in columns (1), (2) and (3) below the transportation (or citygate purchase) you intend to use to serve the customers behind the listed Delivery Points. Pending the type of transportation proposed, not all columns will need to be completed.
- B. Identify in column (4) below the number of months of previous delivery and supply management experience to the listed Delivery Points. Identify in column (5) below access to the LDC EBB or telemetering. Identify in column (6) below use of LDC balancing pools. For line items served directly off the pipeline, complete table in paragraph D below.
- C. FOR OFFERORS WITH NO DELIVERY EXPERIENCE TO THE DELIVERY POINTS LISTED BELOW, complete columns (1), (2) and (3) below to identify type of transportation or Citygate Purchase you intend to use to serve the customers behind the applicable delivery points and complete Section E to indicate transportation and supply management experience to other delivery points.

Delivery Point And Line Item	(1) Type of Transport: Firm (F) Released Capacity (RC) Interruptible (I) Citygate C	(2) Delivery Points: Circle P for Primary or S for Secondary Note: citygate is considered primary	(3) Recall Terms of Released Capacity (i.e. R or NR)	(4) How many months have you performed the functions indicated below:						(5) Access to the LDC EBB or telemetering if no EBB? YES or NO	(6) LDC Balancing Pool YES or NO or NA if no Pool Available
				Citygate Purchases (# of months)	Firm deliveries (# of months)	Deliveries via non- recallable transport (# of months)	Deliveries via recallable released capacity (# of months)	Deliveries via Interruptible transport (# of months)	Supply Management During the Last Two Years at this LDC (# of months)		
Alabama Gas Corp, AL		P S									
Albany Water & Light, GA		P S									
Ameren CIPS, IL		P S									
Ameren Cilco, IL		P S									
ARKLA, AR 2005		P S									
Atlanta Gas Light, GA Savannah Pool		P S									
Atlanta Gas Light, GA Augusta Pool		P S									
Atlanta Gas Light, GA Atlanta Primary Pool		P S									

Offeror Name: _____

Atlanta Gas Light, GA Ex-Atlanta Transco Pool		P S										
Atlanta Gas Light, GA Valdosta Pool		P S										
Atlanta Gas Light, GA EX-Atlanta SNG Pool		P S										
Atlanta Gas Light, GA Macon Pool		P S										
Atlanta Gas Light, GA Rome Pool		P S										
Atlanta Gas Light, GA Brunswick Pool		P S										
Aquila, KS		P S										
Avista Corp, WWP Div, WA 4051 01		P S										
Baltimore Gas & Electric, MD		P S										
Bay State Gas Co, MA		P S										
Cascade Natural Gas Corp, WA 4053		P S										
Central Hudson, NY		P S										
Central Illinois Light, IL		P S										
Cincinnati Gas & Electric, OH		P S										
City Gas of Florida, FL		P S										
City of Colorado Springs, CO		P S										
Columbia Gas of Ohio, OH		P S										
Columbia Gas of VA, VA		P S										
DTE Energy, MI		P S										
Energas Co, TX		P S										

Offeror Name: _____

Energy West, MT 4004		P S										
Equitable Gas Company		P S										
Excel Energy, CO		P S										
Frederick Gas Co, MD		P S										
IES Utilities, IA		P S										
Illinois Power, IL		P S										
Kansas Gas Service, KS		P S										
Kayspan Energy		P S										
Laclede Gas Co, MO		P S										
Lone Star Gas, TX		P S										
Louisville Gas & Electric, KY		P S										
Maine Natural Gas, ME		P S										
Mid American Energy, IA		P S										
Missouri Gas Energy, MO		P S										
Nashville Gas Utilities, TN		P S										
National Fuel Gas Distribution		P S										
New England Gas, RI		P S										
New Jersey Natural Gas, NJ		P S										
New York State Electric & Gas		P S										

Offeror Name: _____

Niagara Mohawk, NY		P S										
NICOR Gas, IL		P S										
North Carolina Natural Gas, NC		P S										
North Indiana Public Service, IN		P S										
North Shore Gas Co, IL		P S										
Northern Utilities, NH		P S										
Northwest Natural Gas Co, OR		P S										
Nstar, MA		P S										
Oklahoma Natural Gas, OK		P S										
Pacific Gas & Electric, CA 4008		P S										
Penn Fuel Gas, PA		P S										
Peoples Gas Light & Coke, IL		P S										
Peoples Natural Gas, CO		P S										
PNM Gas Services/Public Service of New Mexico, NM		P S										
Public Service Elec & Gas, NJ		P S										
Public Service of North Carolina		P S										
Puget Sound Energy, WA 4051 02 & 4052		P S										
Questar Gas Co, UT		P S										
San Diego Gas & Electric, CA 4011		P S										

Offeror Name: _____

SEMCO Energy, MI		P	S									
South Carolina Elec & Gas		P	S									
Southern California Gas & Electric, CA 4005 & 4006		P	S									
Southwest Gas Corp, AZ 4005 (Victorville & Barstow)		P	S									
TECO/Peoples Gas System, FL		P	S									
UGI Utilities, PA		P	S									
United Cities, Gas, TN		P	S									
Vectren, OH		P	S									
Virginia Natural Gas, VA		P	S									
Washington Gas Light DC/MD/VA		P	S									
Yankee Gas, CT		P	S									

D. FOR LINE ITEMS SERVED DIRECTLY OFF THE PIPELINE, COMPLETE THE FOLLOWING CHART:

Delivery Point And Line Item	(1) Type of Transport: Firm (F) Released Capacity (RC) Interruptible (I) Citygate C	(2) Delivery Points: Circle P for Primary or S for Secondary Note: citygate is considered primary	(3) Recall Terms of Released Capacity (i.e. R or NR)	(4) How many months have you performed the functions indicated below:						(5) Access to the Pipeline EBB. YES or NO	(6) Pipeline Balancing Pool YES or NO or NA if no Pool Available
				Citygate Purchases (# of months)	Firm deliveries (# of months)	Deliveries via non- recallable transport (# of months)	Deliveries via recallable released capacity (# of months)	Deliveries via Interruptible transport (# of months)	Supply Management During the Last Two Years on this Pipeline (# of months)		
Florida Gas Pipeline		P S									
Gulf South Pipeline		P S									
Missouri Pipeline		P S									
Northwest Pipeline (Sumas Receipt Point) 4051, 4052 & 4053		P S									

Offeror Name: _____

ONG Transmission		P	S								
Panhandle Eastern Pipeline		P	S								
Reliant Energy Gas Transmission 2005		P	S								
South Carolina Pipeline		P	S								
Tennessee Gas Pipeline		P	S								
Transwestern Pipeline		P	S								
Southern Star Central Gas (Williams Pipeline)		P	S								

E. COMPLETE THIS SECTION TO INDICATE TRANSPORTATION AND SUPPLY MANAGEMENT EXPERIENCE TO DELIVERY POINTS NOT LISTED ABOVE:

Delivery Point (i.e. LDC or Pipeline)	(1)	(2)	(3)	(4) How many months have you performed the functions indicated below:						(5)	(6)
	COMPLETED ABOVE	COMPLETED ABOVE	COMPLETED ABOVE	Citygate Purchases (# of months)	Firm deliveries (# of months)	Deliveries via non- recallable transport (# of months)	Deliveries via recallable released capacity (# of months)	Deliveries via Interruptible transport (# of months)	Supply Management During the Last Two Years at this LDC (# of months)	Access to the LDC EBB or telemetering if no EBB? YES or NO	LDC Balancing Pool YES or NO or NA if no Pool Available

Offeror Name: _____

F. SUPPLY MANAGEMENT:

A. Indicate below (by placing an X in the applicable column) which of the following functions are accomplished by: (1) specialized software program(s) specifically designed to perform the requested functions; (2) standard non-enhanced, off the shelf program such as Microsoft Excel or Electronic Bulletin Board(s); and/or (3) performing manually.

B. Provide a narrative statement at Item C, for each column you mark with an "X".

	<u>COLUMN A</u> Accomplished via Specialized Software Program(s)	<u>COLUMN B</u> Accomplished via standard off-the-shelf program(s) or EBB(s)	<u>COLUMN C</u> Accomplished manually
1. Monitoring customer's daily consumption			
2. Forecasting customer's daily requirement			
3. Performing regional weather analysis			
4. Adjusting customer nominations			
5. Balancing customer accounts within tolerances prescribed by each LDC (or pipeline if no LDC) as applicable.			

C. NARRATIVE STATEMENT(S):

Column A (identify program name and explain function):

Column B (identify off-the-shelf program and explain function):

Column C (explain manual methods of performing Supply Management):

Offeror Name: _____