

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE June 30, 2004	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE SP0600 Defense Energy Support Center 8725 John J. Kingman Road, Suite 4950 Fort Belvoir, VA 22060-6222 Buyer / Symbol: Leslie Simpson / DESC-APE Phone: (703) 767-8531 Fax: (703) 767-8757 Email: Leslie.Simpson@dla.mil Purchase Program 8.1		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (NO., street,city,county,St		X	9a. AMENDMENT OF SOLICITATION NO. SP0600-04-R-0115	
			9b. DATED (SEE ITEM 11) June 17, 2004	
			10a. MODIFICATION OF CONTRACT/ORDER NO.	
			10b. DATED (SEE ITEM 13)	
BIDDER CODE:		CAGE CODE:		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> 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 <u>1</u> 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 <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
(SEE CONTINUATION PAGE)				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME OF CONTRACTING OFFICER LAWRENCE T. FRATIS		
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	

1. The subject solicitation is hereby updated to reflect the following changes:

a. Updated consumption data are now available for the following:

1. NS Ingleside 4810b
2. NASA-JSC 4808m

b. Updated 12 month interval data are now available for the following:

1. NS Ingleside 4810f
2. NAS Corpus Christi 4811a
3. JRB Navy Reserves 4802g

2. Attachment III and the Installation Data sheets have been updated to reflect the changes identified above.

3. Note 4 of the SPECIAL NOTES section has been revised as follows:

Offerors are advised that the price evaluation of a proposal from the Texas General Land Office (GLO) will exclude GRT and PUC fees since this entity is exempt from payment of such taxes/fees.

- a. Offerors shall include GRT and the PUC fee in the offered unit price for all Navy accounts and Army Reserve accounts (both shall remain unchanged for the entire delivery period)
- b. Offerors shall include ONLY the PUC fee for Ft. Hood accounts (fee shall remain unchanged for the entire delivery period)
- c. Offerors shall not include either the GRT or the PUC fee in the offered unit price for NASA-JSC and AAFES accounts

4. The Invoicing and Payment section of the Statement of Work clause has been revised as follows (changes are highlighted in yellow):

(b) **INVOICE AND PAYMENT.** The Government will utilize Consolidated Retail Energy Provider (REP) Billing for any and all awards made under this solicitation. The Government will not pay any additional charges for billing services. The contractor shall provide a single bill for all accounts at each installation serviced under any contract. The address to which said invoices shall be submitted will be provided at the time of contract award. Each invoice shall be prepared in a manner consistent with all REP/UDC arrangements and shall conform to all Public Utility Commission of Texas (PUCT) requirements for REP Consolidated Billing. In addition to the requirements set forth in FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS Paragraph (g), each contractor invoice shall include the following information:

- (1) Installation name, Line Item, and individual account information (Account Number and ESID, Meter Number, and Service Address). **The invoice shall also include the Supplier's information such as logo, address, point of contact (name and phone number), and wiring information.**
- (2) Billing period for each account number and ESID. **The billing period for 'energy delivery' and 'transmission' by Transmission and Delivery agent shall coincide.**
- (3) Total consumption for each account number and ESID (broken down by Peak, Off-Peak, Semi-Peak if applicable).
- (4) Metering data shall clearly show previous and current meter indices with multiplier factor used to compute the consumption being invoiced. **This data is per each main account and all associated meters per account.**
- (5) Demand information for each account number and ESID (broken down by Peak, Off-Peak, 4CP peak, 4NCP, Semi-Peak if applicable). **The demand information shall also include date and time of occurrence.**
- (6) Total energy charge (broken down by energy charges and demand charges (TDSP demand charges)). **Number (7) applies to Ft. Hood ONLY:**
- (7) All of the above information shall clearly include any and all sub-metered accounts/customers info required to provide net consumption and demand information used to generate the required invoice. The Contracting Officer upon award will provide these sub-metered accounts. **When sub-metered account information is required, this information (for dates and time of occurrences) shall be provided and shall also coincide with the customer's account information. Contractor shall be responsible for securing/obtaining the sub-metered accounts from the appropriate agency/company. The customer is not considered an Agency/company.**
- (8) UDC/TDSP "pass through" charges for UDC/TDSP services, CLEARLY broken out in detail for each account number and ESID in a manner consistent with REP/UDC/TDSP arrangements and PUCT requirements. The UDC/TDSP charges will be based on the Transmission and Distribution Rates for investor owned utilities available at: <http://www.puc.state.tx.us/electric/rates/TDR.cfm>. Standard UDC/TDSP tariff titles of each rate shall be used.

The following shall be provided, per element, with each UDC/TDSP "pass through" charge:

- a. usage
- b. rate
- c. charge

Each element shall appear on the customer invoice as a direct "pass through" charge with no additional mark up. All information required by the PUCT to be included on customer invoices.

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

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

(11) All supporting documentation is required before payment will be made. SPECIAL NOTE FOR FORT HOOD: Fort Hood has a checklist that is used for invoice verification and is available upon request to the Contracting Officer.

FOR NASA-Johnson Space Center:

1. The contractor shall provide one billing package per month containing a bill for each individual ESID at JSC (for each month or common billing period of cycle) that includes all of the information listed above (with the exception of (7)).
2. Line item 4808m shall not be included in the single billing package.
3. The first page of the bill shall contain the information in (1), (2), (3), and (6) above.
4. The UDC/TDSP billing page shall contain the information in (8) above with a subtotal of charges.

The contractor may only invoice for charges allowed under the terms and conditions of the contract. Any costs associated with invoicing shall be the responsibility of the Contractor and shall be included as part of the offered price. The billing cycle for the supplier's invoices shall be identical to that of the incumbent utility.

For the purposes of this contract, the address designated to receive invoices in accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2002), paragraph (g), is considered to be that of the UDC in the service territory of which each account is located.

For the purposes of this contract, the invoice to which reference is made in FAR 52.212-4, CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2002), paragraph (i) refers to the energy portion of the Consolidated UDC Invoice forwarded to the Government for payment by the UDC.

For the purposes of this contract, the payment to which reference is made in FAR 52.212-4, CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2002), paragraph (i) refers to the payment made by the Government against the Consolidated UDC Invoice.

The paying offices for each installation awarded under any resultant contract will be identified below:

Installation

Paying Office

5. The Requirements clause has been revised as follows (change is highlighted in yellow):

8. REQUIREMENTS

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after January 2007.

(FAR 52.216-21)
184 (OCT 1995)

6. The Adding Possible Future Accounts note has been incorporated into the Statement of Work Clause (Section j).

7. Total consumption data has been increased from 1,931,633 MWh to 1,946,842 MWh.

8. All clause changes have been incorporated into the subject solicitation and available on our web site.

9. All other terms and conditions remain unchanged and in full force and effect.