

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL</b>				1. REQUISITION NUMBER <b>SP0600-04-1376, 1377, and 1378</b>		PAGE 1 OF 49				
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30										
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>SP0600-04-R-0080</b>				
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>TERESA BROOMER</b>			b. TELEPHONE NUMBER (no collect calls) <b>703-767-8549</b>		8. OFFER DUE DATE/ LOCAL TIME See Clause B1.06, Note 9			
9. ISSUED BY DEFENSE ENERGY SUPPORT CENTER DESC-AEP 8725 John J. Kingman Road, Suite 4950 FT. BELVOIR, VA 22060-6222  BUYER/SYMBOL: Teresa Broomer (DESC-AEP) PHONE: (703) 767-8549 EMAIL: <a href="mailto:Teresa.Broomer@dla.mil">Teresa.Broomer@dla.mil</a>				CODE <b>SP0600</b> P.P. 7.1 & 7.3		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A)  NAICS: 211111 SIZE STANDARD: 500				
				11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS				
				13a. THIS CONTRACT IS RATED ORDER						
				13b. RATING						
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP						
15. DELIVER TO <b>SEE CLAUSE B1.06</b>				CODE		16. ADMINISTERED BY <b>SEE BLOCK 9</b>				
17a. CONTRACTOR / OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY  To be provided at time of award				
Phone: _____		Fax: _____		E-Mail: _____		DUNS: _____				
Cage Code: _____		Bidder Code: _____								
<input type="checkbox"/> 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 <input type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
		*See Clause B1.06-1, SUPPLIES TO BE FURNISHED (NATURAL GAS)					DTH			
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)				
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.										
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.										
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS AND CONDITIONS SPECIFIED HEREIN.					<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS					
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) <b>ELIZABETH R. BRAXTON</b>			31c. DATE SIGNED		
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED					33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
					<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL					
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE			32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER	
32d/eg. PRINTED NAME, TITLE, ADDRESS & EMAIL OF GOV REP.			32f. PHONE # OF GOV REP		38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT					42a. RECEIVED BY (Print)					
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE		42b. RECEIVED AT (Location)					
					42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS			

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<u>ATTACHMENT</u>	<u>DESCRIPTION</u>
I.	OFFEROR SUBMISSION PACKAGE
II.	TECHNICAL EXPERIENCE FORM
III.	EXPERIENCE WITH END USERS FORM
IV.	SOCIOECONOMIC COMMITMENT FORM
V.	SUBCONTRACTING PLAN GUIDANCE AND FORM
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**NORTHEAST REGION**

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**PART I – THE SCHEDULE**

**SECTION B: SUPPLIES OR SERVICES AND PRICES/COST**

**B1.06 SUPPLIES TO BE FURNISHED (NATURAL GAS) (DESC MAR 1998)**

(a) The contract quantities shown below are best estimates only of the Government's requirements for the contract period. The Contractor shall furnish all labor, material, tools, equipment, and incidentals to supply and deliver direct supply natural gas as defined in the STATEMENT OF WORK/SPECIFICATIONS clause. Contract performance shall be accomplished in accordance with the terms and conditions of this contract.

(b) As used throughout this contract, **Dth** means **dekatherm**; **USD** means **U.S. Dollars**.

(c) The National Stock Number (NSN) that applies to direct supply natural gas is 6830-01-318-5797.

(d) Prices indicated hereunder as firm-fixed price are subject to the PRICE COMPONENTS – FIRM-FIXED PRICE (NATURAL GAS) clause.

(e) Prices indicated hereunder as fixed price with Economic Price Adjustment are subject to the ECONOMIC PRICE ADJUSTMENT clause.

(f) Orders may be issued in writing, orally, or by written telecommunications.

(g) For multiyear procurements only, offerors must submit an offer for the total quantity of the multiyear requirement.

(DESC 52.207-9F70)

**SPECIAL NOTES:**

**Note 1:** Glossary of Additional terms and acronyms used throughout the solicitation:

<b>EQ</b>	<b>Estimated Quantities with indexed pricing</b>
<b>MDQ</b>	<b>Maximum Daily Quantity</b>
<b>DCQ</b>	<b>Daily Consumption Quantity</b>
<b>ADQ</b>	<b>Average Daily Quantity</b>
<b>ADDQ</b>	<b>Average Daily Delivery Quantity</b>

**Note 2:** Clause B1.06, SUPPLIES TO BE FURNISHED, is numbered on a regional basis. Northeast line items begin with the number 1 and Central line items begin with the number 3.

**Note 3:** In accordance with Clause C700, STATEMENT OF WORK/SPECIFICATIONS, gas supply is considered firm.

**Note 4:** For line items indicating a requirement for supply management, the contractor is responsible for providing supply management in accordance with clause F703, SUPPLY MANAGEMENT.

**Note 5:** For line items requiring delivery on a limited interruptible basis, see Clause F700, DELIVERIES AND PERFORMANCE and F701, CURTAILMENTS, CAPACITY RECALLS AND CONSTRAINTS.

**Note 6:** Ordering patterns under contracts resulting from this solicitation may not necessarily equate to the consumption data estimates.

**Note 7:** Upon award, the contractor must provide contact information (name, phone number, & email address) of the company Contractor Performance Assessment Reporting System (CPARS) representative to the Contracting Officer.

**Note 8:** Per Clause I28.08 FEDERAL, STATE AND/OR LOCAL TAXES (NATURAL GAS) (DESC MAR 2004), paragraph (a), the contract price includes all Federal, State, and local taxes and duties.

**Note 9:** Facsimile offers will be accepted for initial offers submission on 25 May 2004 at 1:00 p.m., local time, Fort Belvoir, VA. The facsimile number for offer submission is 703-767-8757, Attn: Ms Teresa Broomer.

**Note 10:** Per Clause L2.08-2, INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (NATURAL GAS), paragraph (f)(2), the Government intends to evaluate offers and award contracts without discussions with the offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

**Note 11:** Offeror Submission Package (OSP) Clauses are incorporated into this solicitation. Initial offers shall consist of:

1. SF 1449
2. SCHEDULE PAGES WITH OFFER PRICES
3. ATTACHMENT I – OFFEROR SUBMISSION PACKAGE
4. ATTACHMENT II – TECHNICAL EXPERIENCE FORM
5. ATTACHMENT III – PAST PERFORMANCE INFORMATION (EXPERIENCE WITH ENDUSERS FORM)
6. ATTACHMENT IV – SOCIOECONOMIC SUBMISSION
7. ATTACHMENT V – SUBCONTRACTION PLAN (Applicable only to Large Businesses whose proposal exceeds \$500K)

**Note 12:** All questions in regards to this solicitation must be submitted in writing by 14 May 2004, to the following:

Ms. Teresa Broomer  
Fax: 703-767-8757  
E-mail: [desc.ngteam@dla.mil](mailto:desc.ngteam@dla.mil)

\*\*\*\*\*  
**NORTHEAST REGION**  
\*\*\*\*\*

**NOTE 101:** Carlisle Barracks is currently under going an Energy Savings Performance Contract (ESPC) to the base heating and cooling systems. This contract has decommissioned the Central Heating Plant (CHP) and transferred a very large portion of the heating (and new cooling load) to geothermal heat pump systems. The transfer of these heating loads has resulted in an estimated 30% reduction in gas usage by Carlisle Barracks. Several of the larger buildings have received natural gas fueled modular (small boilers) heating systems. The installation of these modular boiler systems and domestic hot water within base housing will keep the gas usage from going to zero. The quantities requested in this solicitation are the engineering estimates based on the best data available at this time.

Gas supplies will be transported via UGI's assigned firm capacity on Texas Eastern Transmission's (TET) facilities to UGI, with ultimate delivery to Carlisle Barracks. The supplier shall deliver sufficient supplies into TET to allow for fuel losses on TET and UGI while delivering to the burnertip of Carlisle Barracks the quantity of gas necessary to meet Carlisle Barracks' requirement. The Contractor shall include all fuel loss factors, including LDC fuel loss, in his offered adjustment factor. The Contractor shall invoice on the burnertip meter read.

Carlisle Barracks telemeters about 95% of its usage.

1022 CARLISLE BARRACKS, PA

**1022 Direct Supply Natural Gas** to be delivered FOB TEXAS EASTERN TRANSMISSIO **via FIRM OR FIRM EQUIVALENT TRANSPORTATION WITH SUPPLY MANAGEMENT** from October 01, 2004 to September 30, 2005.

<b>TOTAL QUANTITY</b>		<b>69,090</b>		
			Estimated Quantity	Total Estimated Price
			Unit Price	
-----				
	<b>FIXED PRICE WITH EPA:</b>			
1022 AA	SUPPLY INDEX PRICE	69,090	*	*
			Estimated Quantity	Total Estimated Price
			Unit Price	
-----				
	<b>FIXED PRICE WITH EPA:</b>			
<b>FIRM</b>		<b>69,090</b>	*	*
1022 AD	WINTER ADJUSTMENT FACTOR	49,424	\$ _____	\$ _____
1022 AE	SUMMER ADJUSTMENT FACTOR	19,666	\$ _____	\$ _____

EQ	FOR ULTIMATE DELIVERY TO	MDQ	SUMMER QUANTITY	WINTER QUANTITY
-----				
102201	CARLISLE BARRACKS, PA FIRM	420	19,666	49,424

\*\* The following information is provided for Clause B700, ECONOMIC PRICE ADJUSTMENT- MARKET PRICE AND TRANSPORTATION, paragraph (f):

(1) The SIP Table is as follows:

I Item No.	II Delivery Point	III Publication/ Table	IV Pipeline where SIP is applicable	V Location where SIP is applicable	VI Applicable ceiling Provision	VII Supply Index Price
-----						
1022	TEXAS EASTERN TRANSMISSION	INSIDE FERC'S GAS MARKET REPORT	TEXAS EASTERN TRANSMISSION CORP.	EAST LOUISIANA ZONE	ALT I	April, 2004
-----						

1024 NAVAL STATION NEWPORT

1024 Direct Supply Natural Gas to be delivered FOB CITYGATE New England Gas via FIRM OR FIRM EQUIVALENT TRANSPORTATION WITH SUPPLY MANAGEMENT AND INTERRUPTIBLE TRANSPORTATION WITH SUPPLY MANAGEMENT from October 01, 2004 to September 30, 2005.

<b>TOTAL QUANTITY</b>		<b>381,650</b>		
			Estimated Quantity	Total Estimated Price
				Unit Price
-----				
<b>FIXED PRICE WITH EPA:</b>				
1024 AA	SUPPLY INDEX PRICE		381,650	* * *
			Estimated Quantity	Total Estimated Price
				Unit Price
-----				
<b>FIXED PRICE WITH EPA:</b>				
<b>FIRM</b>			<b>255,450</b>	<b>* * *</b>
1024 AD	WINTER ADJUSTMENT FACTOR		138,850	\$ _____
1024 AE	SUMMER ADJUSTMENT FACTOR		116,600	\$ _____
<b>INTERRUPTIBLE</b>			<b>126,200</b>	<b>* * *</b>
1024 AJ	WINTER ADJUSTMENT FACTOR		106,500	\$ _____
1024 AK	SUMMER ADJUSTMENT FACTOR		19,700	\$ _____

EQ	FOR ULTIMATE DELIVERY TO		MDQ	SUMMER QUANTITY	WINTER QUANTITY
-----					
102401	NAVAL STATION NEWPORT				
	FIRM		1,071	116,600	138,850
	INTERRUPTIBLE			19,700	106,500

\*\* The following information is provided for Clause B700, ECONOMIC PRICE ADJUSTMENT- MARKET PRICE AND TRANSPORTATION, paragraph (f):

(1) The SIP Table is as follows:

-----						
<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>
	<b>Delivery</b>	<b>Publication/</b>	<b>Pipeline</b>	<b>Location</b>	<b>Applicable</b>	<b>Supply Index</b>
<b>Item No.</b>	<b>Point</b>	<b>Table</b>	<b>where SIP</b>	<b>where SIP</b>	<b>ceiling</b>	<b>Price</b>
			<b>is applicable</b>	<b>is applicable</b>	<b>Provision</b>	
-----						
1024	CITYGATE NEW ENGLAND GAS	INSIDE FERC'S GAS MARKET REPORT	N/A	HENRY HUB	ALT I	April, 2004
-----						

\*\*\*\*\*  
**CENTRAL REGION**  
\*\*\*\*\*

3030 FORT SHERIDAN, IL

**NOTE 301:** This installation is 100% interruptible. Although Ft. Sheridan does not have alternate fuel capability, they do have 100% backup to transportation gas under the North Shore FST Rider for Rate 2 Accounts.

Ft. Sheridan will have first rights to any excess firm capacity not utilized by Naval Training Center, Great Lakes, up to their MDQ.

Supply management is not required.

**3030 Direct Supply Natural Gas to be delivered FOB CITYGATE NORTH SHORE GAS CO. via FIRM OR FIRM EQUIVALENT TRANSPORTATION WITHOUT SUPPLY MANAGEMENT AND INTERRUPTIBLE TRANSPORTATION WITHOUT SUPPLY MANAGEMENT from October 01, 2004 to September 30, 2005.**

<b>TOTAL QUANTITY</b>		<b>1,735,000</b>		Estimated Quantity	Unit Price	Total Estimated Price
-----						
<b>FIXED PRICE WITH EPA:</b>						
3030 AA	SUPPLY INDEX PRICE	1,735,000		*		*
-----						
		Estimated Quantity	Unit Price	Total Estimated Price		
-----						
<b>FIXED PRICE WITH EPA:</b>						
<b>FIRM</b>		<b>1,720,000</b>		*		*
3030 AD	WINTER ADJUSTMENT FACTOR	1,055,000	\$ _____		\$ _____	
3030 AE	SUMMER ADJUSTMENT FACTOR	665,000	\$ _____		\$ _____	
-----						
		<b>15,000</b>		*		*
<b>INTERRUPTIBLE</b>						
3030 AJ	WINTER ADJUSTMENT FACTOR	10,500	\$ _____		\$ _____	
3030 AK	SUMMER ADJUSTMENT FACTOR	4,500	\$ _____		\$ _____	

EQ	FOR ULTIMATE DELIVERY TO	SUMMER QUANTITY	WINTER QUANTITY
-----			
303001	NAVAL TRAINING CENTER, GREAT LAKES, IL FIRM	10,000	665,000
303002	FORT SHERIDAN, IL INTERRUPTIBLE	4,500	10,500

\*\* The following information is provided for Clause B700, ECONOMIC PRICE ADJUSTMENT- MARKET PRICE AND TRANSPORTATION, paragraph (f):

(1) The SIP Table is as follows:

I Item No.	II Delivery Point	III Publication/ Table	IV Pipeline where SIP is applicable	V Location where SIP is applicable	VI Applicable ceiling Provision	VII Supply Index Price
-----						
3030	CITYGATE NORTH SHORE GAS CO.	NATURAL GAS INTELLIGENCE	N/A	Chicago Citygate	ALT I	April, 2004
-----						

3044 FORT LEONARD WOOD

**NOTE 302:** The Contractor shall deliver the gas to the Fort Leonard Wood Main Gate which is the interconnect with Missouri Pipeline's main metering station.

The Contractor will receive all pertinent information regarding base consumption from Missouri Pipeline on a daily basis. In a given day, if the Fort is consuming close to their MDQ amount of 5000 dths, the Contractor shall notify Fort Leonard Wood, (Allen Simpson 573-596-0956) so that he can make a determination whether to switch to propane gas for the installation. Missouri Pipeline/Omega owns the propane-air mixing station located on the installation and they have a separate contract with Fort Leonard Wood. If the determination is made to switch to propane to curb peak loads, the natural gas contractor shall be notified in advance.

**3044 Direct Supply Natural Gas to be delivered FOB Ft. Leonard Wood (Main Gate) via FIRM OR FIRM EQUIVALENT TRANSPORTATION WITH SUPPLY MANAGEMENT from October 01, 2004 to September 30, 2005.**

<b>TOTAL QUANTITY</b>		<b>601,000</b>		
			Estimated Quantity	Total Estimated Price
			Unit Price	
-----				
<b>FIXED PRICE WITH EPA:</b>				
3044 AA	SUPPLY INDEX PRICE		601,000	* * *
			Estimated Quantity	Total Estimated Price
			Unit Price	
-----				
<b>FIXED PRICE WITH EPA:</b>				
<b>FIRM</b>			<b>601,000</b>	<b>* * *</b>
3044 AD	WINTER ADJUSTMENT FACTOR		421,000	\$ _____ \$ _____
3044 AE	SUMMER ADJUSTMENT FACTOR		180,000	\$ _____ \$ _____

EQ	FOR ULTIMATE DELIVERY TO	MDQ	SUMMER QUANTITY	WINTER QUANTITY
-----				
304401	FORT LEONARD WOOD FIRM	5,000	180,000	421,000

\*\* The following information is provided for Clause B700, ECONOMIC PRICE ADJUSTMENT- MARKET PRICE AND TRANSPORTATION, paragraph (f):

(1) The SIP Table is as follows:

I	II	III	IV	V	VI	VII
Item No.	Delivery Point	Publication/ Table	Pipeline where SIP is applicable	Location where SIP is applicable	Applicable ceiling Provision	Supply Index Price
-----						
3044	Ft. Leonard Wood (Main Gate)	INSIDE FERC'S GAS MARKET REPORT	PANHANDLE EASTERN PIPELINE CO.	TEXAS, OK (MAINLINE)	ALT I	April, 2004
-----						

**B700 ECONOMIC PRICE ADJUSTMENT - MARKET PRICE AND TRANSPORTATION (NATURAL GAS)  
(DESC SEP 2002)**

(a) **WARRANTIES.** The Contractor warrants that--

(1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause; and

(2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this clause.

(b) **DEFINITIONS.** As used in this clause, the term--

(1) **Supply Index Price (SIP)** is the market price, expressed in dollars per dekatherm (Dth), specified in the publication/table listed in the SIP Table below. It measures the general rate and direction of price movements within a market. However, it does not indicate a mandatory source of supply or area where offerors must obtain gas supplies.

(2) **Adjustment Factor (AF)**, as provided by offerors in the SUPPLIES TO BE FURNISHED clause, is a fixed price per unit of product to compensate an offeror for all costs of contract performance including but not limited to supply costs, transportation-related costs, overhead costs, and margin insofar as these costs vary from the SIP. The AF is composed of two separately priced factors: the Summer AF, which will be used to calculate the contract unit price for deliveries from April 1 through October 31, and the Winter AF, which will be used to calculate the contract unit price for deliveries from November 1 through March 31.

(3) **Local Distribution Company (LDC)** means the local public utility operating in a franchised area without competition that transports gas over its own distribution lines from its interconnection points with an interstate or intrastate pipeline to customers.

(4) **Contract Unit Price** means the sum of the applicable SIP and the applicable AF for that month.

(c) **PRICE ADJUSTMENTS.** The prices payable shall be adjusted as follows:

(1) One price adjustment shall be executed for each month designating the applicable SIP and adjustment factor (Summer AF or Winter AF) for that month. The web location through which monthly price adjustments may be accessed is <http://www.desc.dla.mil/>, **Doing Business with DESC, Product Pricing and Adjustments, Product Price Adjustments, Natural Gas.**

(2) The applicable SIP for each month shall be the first price that is effective in that month as it appears in the designated publication listed in the SIP Table below.

(3) The monthly price adjustment shall apply to all deliveries made on or after the first day of the month and shall remain in effect the remainder of the month.

(4) **CALCULATIONS.**

(i) All numbers used in or derived through calculations prescribed by this clause shall be rounded to four places.

(ii) If the SIP is an average of the published prices for a specified date and one or more prices are not published for that date, then the applicable remaining prices published for that date shall be used to determine the average.

(5) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENTS.** The ceiling price limitation, Alternatives I and II, are described below:

**ALTERNATIVE I**

(i) The Contractor agrees that any increase in the contract unit price pursuant to this clause shall not exceed 60 percent of the contract unit price effective at time of award. If market conditions warrant, the Government may initiate a contract ceiling increase.

(ii) If, at any time, the Contractor has reason to believe that within the near future a price adjustment required under this clause will exceed the current contract ceiling for the item(s) in question, the Contractor shall notify the Contracting Officer of the expected increase. At the same time, the Contractor shall propose a revised ceiling sufficient to permit completion of remaining contract performance. The Contractor's proposal shall be supported by appropriate explanations and documentation as required by the Contracting Officer.

(iii) If an actual increase in the market price would raise the contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, until the Contracting Officer notifies the Contractor that the ceiling will or will not be raised. In the case where the Contractor receives confirmation that the ceiling will be raised, the Contractor is required to continue performance.

**B700 – (CONT'D)**

**ALTERNATIVE II**

The ceiling for each installation/activity shall be the applicable LDC's estimated price for natural gas delivered to burnertip. The Government is not required to order direct supply natural gas under this contract if the projected contract unit price to burnertip is greater than the applicable LDC's estimated price for natural gas delivered to burnertip.

(6) **REVISION OF MARKET PRICE INDICATOR.** If any applicable market price indicator is discontinued, its method of derivation is altered substantially; or the Contracting Officer determines that the market price indicator consistently and substantially failed to reflect market conditions, the parties shall mutually agree upon an appropriate and comparable substitute and the contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of the contract.

(d) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representative shall have the right to examine the Contractor's books, records, documents, and other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(e) **TABLE.** The SIP Table is as follows:

I	II	III	IV	V	VI	VII
Item <u>no.</u>	Delivery <u>point</u>	<u>Publication/table</u>	Pipeline where SIP <u>is applicable</u>	Location where SIP <u>is applicable</u>	Applicable ceiling <u>provision</u>	Supply Index Price Effective <u>(month)</u>

(DESC 52.216-9F52)

**B704 CONTRACT PRICE CONVERSION (NATURAL GAS) (DESC FEB 2002)**

(a) At any time during contract performance, the Government and the Contractor can mutually agree to convert any fixed price with economic price adjustment contract line item quantity to a firm-fixed price. Either party can initiate such a proposal. The conversion may be effective for specific delivery month(s) or the remaining contract period.

*(1) The proposal to convert must identify the contract line item(s), delivery month(s) and quantities for which conversion is proposed and specify a period for acceptance in LOCAL TIME, FORT BELVOIR, VIRGINIA. The minimum duration for any proposed conversion is one month.*

*(2) Price negotiations may be held. If the Government accepts a proposal, the contract will be modified to reflect the price(s), month(s) of delivery, and converted quantity to be delivered each month. Acceptance by the Government of the Contractor's price proposal within the time limit allotted by the Contractor for acceptance of the price proposal shall be binding.*

(b) The converted quantity will become the monthly guaranteed quantity (MGQ) for the duration of the conversion. The MGQ is guaranteed to be ordered. All gas deliveries during the month for the line item/subline item converted shall first go to satisfying the MGQ requirement. Delivery in any month above the guaranteed quantity will be priced according to the terms under which it was originally awarded. In the event consumption is less than the MGQ, the following procedures shall apply:

**B704 – (CONT'D)**

(1) In the event the Government's actual monthly requirement is less than the MGQ, the Contractor shall use commercially reasonable efforts to resell the excess. The Government and the Contractor will negotiate an equitable settlement based on the price received for the resold gas. Where supply management is required, it is the Contractor's responsibility to immediately notify the DESC Contracting Officer in writing when it has reason to believe that it will be necessary to deliver less than the MGQ in order to keep the installation in balance.

(2) If an interruption limits the deliveries for limited interruptible or interruptible requirements to less than the MGQ, the procedures outlined in the preceding paragraph shall apply.

(DESC 52.216-9FP3)

**SECTION C: DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT**

**C700 STATEMENT OF WORK/SPECIFICATIONS (NATURAL GAS) (DESC MAR 2000)**

(a) **STATEMENT OF WORK.** The Contractor shall furnish all requirements in accordance with the Schedule of Supplies/Services and other provisions of the contract.

(b) **SPECIFICATIONS.** The measurement, testing, heating value, delivery pressure, and quality of natural gas delivered shall be in accordance with the terms and conditions of the delivery specifications of the applicable LDC tariff and, in cases where there is no LDC, in accordance with the applicable interstate pipeline. The Government shall not be obligated to purchase or pay for natural gas that either the LDC or the interstate pipeline has refused to accept due to nonconformance with its specifications.

(DESC 52.246-9F10)

**SECTION D: PACKAGING AND MARKING**

**RESERVED**

**SECTION E: INSPECTION AND ACCEPTANCE**

**RESERVED**

**SECTION F: DELIVERIES OR PERFORMANCE**

**F700 DELIVERIES AND PERFORMANCE (NATURAL GAS) (DESC OCT 2002)**

(a) The Contractor agrees that it has or will secure good and marketable title to gas delivered to the Government, that it has or will have the right without restriction to sell such gas, and that such gas is free from liens and adverse claims of any kind.

(b) **COMMENCEMENT OF DELIVERY.** In order to accomplish delivery of natural gas from the delivery point stated in the Schedule to the end user, the Government intends to enter into transportation agreements with local distribution companies (LDCs) (or interstate/intrastate pipelines, as applicable). The Government expects to enter into such agreements in sufficient time to place orders for delivery of direct supply natural gas by the beginning of the delivery period identified in (c) below. However, the Government shall have no obligation to place orders for delivery of direct supply natural gas until such agreements are in place.

(c) **PERIOD OF PERFORMANCE AND DELIVERY POINTS.** Performance under this contract shall commence in accordance with the Schedule. Performance shall not extend beyond the delivery period specified below except pursuant to the EXTENSION PROVISIONS clause.

(d) **REFUSAL BY LDC.** If, because of supply or system operation constraints of the LDC, the LDC refuses to accept quantities of natural gas ordered by the Government, that quantity will not be considered to have been delivered. Therefore, the Government may over/under consume the quantity specified in its order by 10 percent at no additional cost. If the LDC accepts and utilizes the gas for its own system delivery, the Government will reimburse the Contractor for the quantity used by the LDC at the contract price.

(e) **PENALTIES.** During the term of this contract, should the Contractor deliver natural gas in excess of or less than the ordered amount into any LDC and/or interstate pipeline system for ultimate delivery to any installation(s)/agencies designated in the Schedule, and such under delivery or over delivery results in a charge and/or penalty pursuant to an applicable LDC's and/or pipeline tariff, or results in any other cost to the Government, the Contractor shall be liable for such charge, penalty, or cost. In the event of an LDC imbalance cashout--

(1) For a positive imbalance (over delivery), the Contractor will be reimbursed at the monthly contract price or the LDC cashout price, whichever is less.

(2) For a negative imbalance (under delivery), if the LDC cashout price is higher than the monthly contract price, any excess cost is the Contractor's responsibility. In addition, the Contractor is responsible for any excess cost associated with purchasing alternative gas supplies or switching to an alternate fuel.

(f) **IMBALANCES.**

(1) In the event of a negative imbalance (under delivery), which the LDC or pipeline allows the Contractor to make up in subsequent months, the price paid for such supplies will be the lesser of the price in effect during the month the under delivery occurred or the price in effect during the month the make up gas supplies are delivered.

(2) In the event of a positive imbalance (over delivery), which the LDC or pipeline allows to be carried over to subsequent months or placed into the customer's storage, the price paid will be the lesser of the price in effect during the month the over delivery occurred or the price in effect the following month.

(g) **METHOD OF DELIVERY.**

(1) **FIRM.** For requirements stated as firm delivery, all quantities ordered by the Government shall be considered firm and guaranteed for delivery by the Contractor to the delivery point.

(2) **LIMITED INTERRUPTIBLE.** For requirements stated as limited interruptible, the Contractor may use any combination of interruptible or firm pipeline transportation, as well as released firm capacity and/or city gate purchases. The Government defines its requirement as limited interruptible since a certain level of reliable delivery is required. Maximum allowable curtailment days have been established for line items requiring limited interruptible transportation service. The curtailment days for each line item are provided in the attachment to the solicitation entitled

**Consumption Data.**

(3) **INTERRUPTIBLE.** For requirements stated as interruptible, customers can accommodate an unlimited number of curtailment days.

(h) **EXCESS FIRM CAPACITY.** For line items that require the Contractor to deliver and manage firm capacity that the Government has obtained through pipeline assignment or through the released firm capacity market, the Contractor shall manage any excess firm capacity not utilized by the installation, up to the installation's maximum daily quantity (MDQ).

**F700 – (CONT'D)**

(1) The Contractor shall deliver, on a recallable basis, firm, limited interruptible, or interruptible requirements of other Federal Government installations under DESC contract that are located on the same pipeline. An installation receiving its interruptible requirement on excess firm transportation will be invoiced as if interruptible transportation has been used to deliver its direct supply natural gas interruptible requirement. An offsetting credit will be issued back to the installation that held the excess firm capacity.

(2) If no other Federal Government installation requires additional firm transportation, the Contractor shall participate in the pipeline's Electronic Bulletin Board (EBB) process and/or make other commercially reasonable efforts for releasing the installation's excess firm capacity. The Contractor shall reflect an appropriate credit to the Government on its invoice.

(3) If preapproved by the DESC Contracting Officer, the capacity reserved by the pipeline for the installation may be used by the Contractor to deliver direct supply natural gas to the Contractor's non-Federal Government customers. The parties will agree on a price for the released capacity to be reflected on the invoice.

(DESC 52.242-9F85)

**F701 CURTAILMENTS, CAPACITY RECALLS, AND CONSTRAINTS (NATURAL GAS) (DESC FEB 2002)**

**(a) DEFINITIONS.**

**Capacity curtailment.** A capacity curtailment means a limit to interruptible pipeline capacity beyond the control of the Contractor that results in delivery of less than the ordered quantity of gas for a whole or part of a gas day.

**Local Distribution Company (LDC) Curtailment.** An LDC curtailment means an interruption of the flow of scheduled gas supplies from the city gate to the installation as a result of a directional order of the LDC for a whole or part of a gas day.

**Recall of Released Capacity.** A recall of released capacity occurs when the original capacity holder on the pipeline recalls its capacity pursuant to previously prescribed and electronically published recall provisions.

**Operational Flow Orders.** Operation Flow Orders (OFO) or any other operational notifications to the same effect are directives by the interstate pipeline or the LDC to flow additional gas supplies, reduce flow of gas supplies, or match marketer supply to customer demand within specified tolerances to correct an operational problem on a pipeline. Operation Flow Orders or any other term used for the same type of direction, which merely require a match of supply and demand during a given gas day for daily balancing purposes, are not considered curtailments.

**(b) EXCUSES TO PERFORMANCE.** For line items requiring firm delivery, neither a capacity curtailment nor recall of released firm capacity is considered an excuse to performance. For line items requiring interruptible or limited interruptible delivery, capacity curtailments and recall of released capacity are considered an excuse to performance. However, in order for an interruption to qualify as an excuse to performance for interruptible or limited interruptible requirements, the Contractor must provide written documentation from the pipeline verifying the capacity curtailment or recall and the Contractor shall take the following actions within two hours of the pipeline carrier's notification of a capacity curtailment or recall of released firm capacity; and

(1) Notify the Ordering Officer at each location affected by the curtailment or recall;

(2) Notify the DESC Contracting Officer and provide written documentation from the pipeline verifying the capacity curtailment or recall. After claiming an excuse to performance due to either a capacity curtailment or recall of released capacity, the Contractor shall not back fill later in the delivery month to replace quantities previously interrupted without written authorization from the DESC Contracting Officer.

**(c) ALTERNATE PLANS FOR PROVISION OF NATURAL GAS.** In the event of a capacity curtailment or recall of released capacity, the Contractor shall use commercially reasonable efforts to secure temporary alternate transportation access in conjunction with natural gas supply for which transportation to the delivery point(s) is available. Any costs associated with a temporary alternate transportation, i.e., alternate plan, must be approved, in advance, by the DESC Contracting Officer. When considering acceptance of the alternate plan, the Contracting Officer may request the Contractor provide an itemization of all costs associated with the proposed alternate plan price. This information may include the product source, the product cost, the pipeline transportation costs, and an identification of any other charges included within the alternate plan price. The Contracting Officer shall modify the contract to reflect the approval of the Contractor's alternate plan. If the alternate plan is approved, the contract will be modified accordingly.

**F701 – (CONT'D)**

(d) **LOCAL DISTRIBUTION COMPANY (LDC) CURTAILMENTS.** An LDC curtailment serves as an excuse to performance in the amount of the quantity interrupted regardless of the transportation method. If the Contractor uses citygate purchases to satisfy an installation's natural gas requirement, then an LDC curtailment will serve as the only excuse to performance.

**(1) If the LDC curtails to zero, and if the Contractor's gas supplies therefore do not reach the installation, the Contractor shall be exempt from any liability for nondelivery of gas supplies and shall not be held accountable for any penalties or additional costs associated with the curtailment. The Contractor shall be responsible for documenting the LDC curtailment and providing notification in accordance with (b)(1) and (b)(2) above.**

(2) If the LDC curtailment is less than 100 percent, the Contractor shall be exempt from any liability only for nondelivery of gas supplies affected by the curtailment, and shall not be held accountable for any penalties or additional costs associated with the curtailment period. The Contractor shall be responsible for documenting the nature of the LDC curtailment and providing notification in accordance with (b)(1) and (b)(2) above.

(e) **PARTIAL CURTAILMENTS.** If, during a pipeline or LDC curtailment/interruption, the Contractor can only deliver a partial day's usage, the Contractor is responsible for notifying the installation as to what time to switch to an alternate fuel. The documentation requirements for partial curtailments are as specified in paragraphs (b) and/or (d) above.

(DESC 52.242-9FC2)

**F703 SUPPLY MANAGEMENT (NATURAL GAS) (DESC MAR 2004)**

(a) **GENERAL.**

**Supply Management (Balancing)** means to manage deliveries to ensure the installations are not penalized as a result of over deliveries or under deliveries.

(1) The Contractor shall provide natural gas supply management to the burnertip to include nomination of ordered supplies to the local distribution company (LDC) and/or pipeline, and balancing of the installation's account with the LDC, or, in cases where there is no LDC, with the pipeline.

(2) The Contractor shall at all times adhere to the tariff, agreements, rules, and regulations of the applicable LDC and/or pipeline.

(3) All coordination problems between the Contractor and the installation's ordering officer that adversely impact the Contractor's ability to adequately perform supply management shall be reported to the DESC Contracting Officer.

(b) **NOMINATION.** The Contractor shall nominate to the LDC and/or pipeline, as applicable, natural gas supplies necessary to meet the installation's monthly requirement.

(c) **BALANCING.**

(1) **Contractor Receipt of Consumption Data.**

(i) The Contractor should establish, immediately upon award, all communication channels necessary to assure effective performance.

(ii) The Contractor shall immediately notify the Ordering Officer and the Contracting Officer of all conditions that impede effective supply management.

(iii) The Ordering Officer and/or customer will, if practicable, advise the Contractor of significant events that would substantially affect daily and/or monthly gas usage, unless such events are specified in the Schedule.

(2) The Contractor shall monitor the installation's consumption of natural gas via the following methods:

(i) Telemarketing;

(ii) The LDC electronic bulletin board; or

(iii) Coordination with the installation's Ordering Officer or other designated personnel and with the LDC and/or pipeline.

(3) The Contractor shall adjust deliveries as necessary to keep the installation within balance and/or tolerance as determined by the LDC or pipeline, whichever is applicable.

**(4) The Contractor shall advise the installation's Ordering Officer at least 24 hours prior to the 25th calendar day of the month of delivery if a negative or positive imbalance will exist by the end of the month of delivery that will impact the ordered quantity for the following month.**

**F703 – (CONT'D)**

(d) **PENALTIES AND IMBALANCES.** Paragraphs (e) and (f) of the DELIVERIES AND PERFORMANCE (NATURAL GAS) clause shall apply.

(e) **PARTY OF RECORD NOTIFICATIONS.** Upon award, the Ordering Officer will assist the Contractor in establishing the Contractor as the designated party of record with the LDC, thereby permitting the Contractor to receive notification of curtailments and/or operational flow orders or any other operational instructions related to the purchase and usage of natural gas for the installation. In the event the LDC does not grant such designation to the Contractor, the designated party for the installation will immediately notify the Contractor of the LDC notification so that the Contractor may take the necessary actions communicated by the LDC.

(DESC 52.247-9F89)

**SECTION G: CONTRACT ADMINISTRATION**

**G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)**

Remittances shall be mailed only at the Government’s option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Narrative Information (special instructions).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(DO NOT EXCEED 153 CHARACTERS)

**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

**G9.09 – (CONT'D)**

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)

**G700 SUBMISSION OF INVOICES FOR PAYMENT (NATURAL GAS) (DESC FEB 2004)**

(a) Invoices for payment for supplies delivered under the contract shall be submitted in accordance with this clause and the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (NATURAL GAS) clause.

**(b) DEFINITIONS.**

(1) **Invoice Certifying Office.** The office of the official responsible for checking and certifying the Contractor's invoice for payment.

(2) **Payment Office.** The location responsible for making payment to the Contractor either via check or electronically.

(c) The Contractor's invoice shall be dated and postmarked no earlier than the first day of the month following the month of delivery and submitted to the invoice certifying office for each installation as specified by subline item number below. Simultaneously, the Contractor shall provide an additional copy of the invoice to the contract administrator as specified in (h) below.

(d) Invoices will be submitted via electronic or non-electronic means as required by the applicable paying office.

(e) The Government is responsible for payment of quantities received by the Local Distribution Company (LDC) unless otherwise noted in the Schedule. If there is a discrepancy between the Contractor's invoiced quantity and the quantity received by the LDC, then the Government will pay against the lower of the two quantities.

(f) The Government has the right to—

(1) Unilaterally adjust downward quantities indicated on the Contractor's invoice if documentation available to the Government indicates that a quantity received on behalf of the installation is less than the quantity invoiced by the Contractor; and

(2) Adjust future payments due the Contractor if any previous quantity for which the Contractor invoiced and was paid is determined to be inaccurate.

(3) The Invoice Certifying Official shall provide the Contractor with an explanation of the reasons for any adjustment under (1) and (2) above. The Contractor shall direct all disputes related to invoice adjustments to the DESC Contracting Officer.

(g) The Contractor's invoice shall reflect, by subline item, the price elements applicable to the subline item as set forth in the contract and its modifications, which are applicable to the delivery. Invoicing procedures involving excess Government-owned firm capacity and any resulting credits (or debits) shall be as described in the DELIVERIES AND PERFORMANCE (NATURAL GAS) clause.

(h)

Line Item/  
Subline Item  
Number

Invoice Certifying Office

Payment Office

Contractor Administrator

**INFORMATION TO BE PROVIDED AT TIME OF AWARD**

(DESC 52.232-9FD5)

**G702 BILLING SERVICES (NATURAL GAS) (DESC MAR 1999)**

(a) Where the Government has designated line items to require billing services, the Contractor shall provide such billing services to the burner-tip. The Contractor shall be designated as an agent for the installation(s) to obtain the necessary billing documents and reports from the Local Distribution Company (LDC). The Contractor is responsible to prepare the necessary paperwork and designations for submittal to the LDC or pipeline and for obtaining the required approvals from the installation.

(1) Billing services require the receipt, review, and correction and adjustment, payment, and pass-through of the applicable pipeline and/or LDC charges for the monthly delivery of natural gas to the installations. The Contractor shall pay applicable pipeline/LDC charges promptly, and the Contractor shall, in turn, specify the pipeline/LDC charges as a separate billing entry from the contract line item cost for delivered natural gas on its own invoice. The Government shall not be responsible for late payment penalties or other fees resulting from the Contractor's failure to pay pipeline/LDC invoices in a timely manner.

(2) The Contractor shall furnish the designated Ordering Officer with a copy of the complete LDC invoice concurrent with its own invoice for the same delivery period.

(b) The Contractor's invoices shall reflect as separate billing elements (1) the natural gas supplies transported to the f.o.b. point and the effective contract price for the delivery period, (2) the itemized applicable LDC charges payable by the installation, as adjusted, (3) any debits and credits as a result of diversion agreements, and (4) any taxes identified in the Schedule as a pass-through tax.

(c) If the Contractor is responsible for supply management, the amount billed on the Contractor's invoice as LDC charges to the Government shall be the amount payable per the LDC tariff for balanced delivery and consumption. The Contractor shall adjust the LDC invoiced amount to deduct any penalty charges, cash-outs, or purchase costs for over- or under-deliveries of direct supply natural gas by the Contractor in accordance with the STATEMENT OF WORK FOR SUPPLY MANAGEMENT clause.

(d) Any positive or negative adjustment to the LDC invoices for a previous month's delivery shall be promptly passed on to the Government. The Government shall identify any adjustments pertaining to prior delivery periods, invoices by delivery and invoice date, and invoice number, if possible.

(DESC 52.232-9FD6)

**SECTION H: SPECIAL CONTRACT REQUIREMENTS**

**H700 TRANSPORTATION ASSISTANCE AND NOTIFICATION OF TARIFF/RATE CHANGES  
(NATURAL GAS) (DESC NOV 1996)**

(a) The Contractor shall cooperate, as necessary, with the Government's effort in securing and arranging for transportation of direct supply natural gas by the LDC and/or interstate pipeline to the installation(s)/agencies designated in the Schedule.

(b) The Contractor shall give the Contracting Officer and the installation written notice of the filing of an application for gas transportation tariff/rate changes and/or the scheduling of a tariff/rate hearing that would impact installations within 24 hours of receiving such application or notification of such hearing.

(DESC 52.247-9F90)

**H702 REPURCHASE AND SET-OFF (DESC MAR 2000)**

In the event the Contractor, in any given month, fails to--

- (a) Deliver the ordered quantity of direct supply natural gas and there is no excuse to performance; and/or
- (b) Otherwise make progress or perform a provision of the contract--

and as a result, the Contractor is determined to be in default by the DESC Contracting Officer pursuant to the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause, the Government shall have the right to procure such deficient amount from either the Local Distribution Company, by reprocurement from another direct supplier, or by utilizing alternative fuel sources, such as heating oil or coal. Additional costs incurred by the Government to cover excess costs associated with procuring any undelivered quantities will be charged to the Contractor.

(DESC 52.242-9FP5)

**NOTE: CLAUSE H704 IS ONLY APPLICABLE TO LI 3044, FT. LEONARD WOOD, MO.**

**H704 TRANSPORTATION DISCOUNTS AND REFUNDS (DESC APR 2001)**

**(a) DISCOUNTS AND ALLOWANCES.**

(1) The offeror shall consider pipeline discounts when formulating its Adjustment Factor. If the offeror submits worksheets along with its offer that include a breakdown of transportation costs and clearly demonstrates how such costs were derived, the offeror will be entitled to request an equitable adjustment under the contract to reflect an increase or decrease in pipeline tariff rates. However, if an offeror chooses not to submit worksheets, the transportation costs will remain fixed throughout the contract term, regardless of increases or decreases in published tariff rates.

(2) The Contractor shall pass to the Government any additional discounts and allowances not included in its offer but afforded the Contractor or its subcontractor(s) after award, by the pipeline in which the Contractor transports direct supply natural gas under the contract.

(3) The Contractor shall request discounts on a month-by-month basis and shall attempt to negotiate transportation discounts or allowances specifically for the Government installation(s) stated in the Schedule.

(4) In consideration for the Contractor securing additional transportation discounts for the Government installation(s) stated in the Schedule, the Contractor shall retain 15 percent of the discount or allowance. For Northwest Pipeline line items, if the Contractor secures additional transportation discounts for the Government installation(s) stated in the Schedule after award, the Contractor shall retain 50 percent of the discount or allowance.

(5) For invoicing purposes, the following is provided, as an example only, assuming a total interstate transportation discount of \$.20:

<u>LINE ITEM</u>	<u>QUANTITY SHIPPED</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
0001AA Supply Index Price	10,000 DTH	\$1.22	\$12,200.00
0001AD Winter Adjustment Factor	10,000 DTH	\$ .0250	<u>\$ 250.00</u>
		SUBTOTAL	\$12,450.00
	Less Transportation Discount 10,000 X (\$.20/DTH X .85)		<u>- 1,700.00</u>
			\$10,750.00

**H704 – (CONT'D)**

(6) The Contractor shall provide to the DESC Contracting Officer, within three working days from the date the discount or allowance is provided to the Contractor, written documentation supporting the additional discount or allowance.

*(7) To assist the Contractor in negotiating additional transportation discounts, the DESC Contracting Officer shall provide the Contractor, upon request, a description of each Government installation's dual fuel capability or any other available information in support of Contractor negotiations with the pipeline.*

**(b) PIPELINE REFUNDS.**

(1) If, at any time after the commencement of deliveries under this contract, the pipeline on which the Contractor is shipping revises its tariff, and (i) such revision is retroactive so that its effective date includes all or any portion of the contract delivery period, and (ii) the approved, revised tariff would have otherwise formed a basis, in whole or in part, for the Contractor's Adjustment Factor as described in the ECONOMIC PRICE ADJUSTMENT clause, the Contractor shall, within 30 days of such revision, notify the DESC Contracting Officer and provide documentation that supports the amount and the effective dates of the change.

(2) If the change results in a decrease in the transportation costs payable under the contract, the Contracting Officer shall--

(i) Adjust the Contractor's Adjustment Factor to reflect the decrease for the remainder of the contract term for current contracts; and/or

(ii) Advise the Contractor of the method of refunding all amounts due the Government for current and expired contracts.

(3) If the change results in an increase in the transportation costs payable under the contract, the Contractor shall submit a claim for an equitable adjustment within 30 days of learning of the basis for an equitable adjustment.

(c) In addition, the Contractor shall indicate, in writing, on each monthly invoice submitted for payment under the contract, with one of the following statements:

NO ADDITIONAL APPLICABLE TRANSPORTATION DISCOUNTS, ALLOWANCES, OR REFUNDS WERE ALLOWED BY THE PIPELINE.

**OR**

ALL APPLICABLE TRANSPORTATION DISCOUNTS, ALLOWANCES, AND REFUNDS WERE PASSED TO THE GOVERNMENT.

(d) The Government reserves the right to request and examine any of the Contractor's books, documents, papers, or other records involving transactions related to transportation under the contract until three years after final payment under this contract. See paragraph (d) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS clause.

(DESC 52.232-9FN5)

**SECTION I: CONTRACT CLAUSES**

**II.03-6 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (NATURAL GAS) (DESC FEB 2004)**

(a) **INSPECTION/ACCEPTANCE.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Contractor expressly warrants and implies that the items delivered hereunder meet or exceed the terms and conditions of the delivery specifications of the local distribution company (LDC) receiving the gas on behalf of the Government. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

(e) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

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

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

- (1) Name and address of the Contractor;
- (2) Invoice date and number;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice, and
- (9) **Taxpayer Identification Number (TIN).** The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(10) **Electronic funds transfer (EFT) banking information.**

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

(ii) **If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer - Central**

**II.03-6 – (CONT'D)**

**Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer - Other Than Central Contractor Registration), or applicable agency procedures.**

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

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

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

(j) **PAYMENT.**

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

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

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

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

(5) **Overpayments.** If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(k) **POSSESSION, TITLE, AND RISK OF LOSS.** Control and possession of, title to and responsibility for, and risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until and shall pass to the Government at the f.o.b. destination point. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(l) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.**

(1) The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience at any time. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(2) For certain line items, the contract term is two years. If, for any two-year line item, the Government forecasts that the contract price will exceed the LDC price for the second contract year, it is likely that the Government will terminate that line item for the convenience of the Government after one year.

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

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

(o) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C.

**II.03-6 – (CONT'D)**

51-58, Anti- Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(p) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services;
- (2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
- (3) The clause at 52.212-5;
- (4) Addenda to this solicitation or contract, including any license agreements for computer software;
- (5) Solicitation provisions if this is a solicitation;
- (6) Other paragraphs of this clause;
- (7) Standard Form 1449;
- (8) Other documents, exhibits, and attachments; and
- (9) The specification.

(q) **CENTRAL CONTRACTOR REGISTRATION (CCR).**

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR 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 CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (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 FAR 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 CCR database;
- (B) Comply with the requirements of Subpart 42.12; and
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraphs (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR 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 EFT clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR 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.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(FAR 52.212-4, **tailored**/DESC 52.212-9F60)

**II.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (APR 2004)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (Aug 1996)(31 U.S.C 3553).

(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 shall check as appropriate.]**

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

(4) (i) 52.219-5, Very Small Business Set-Aside (June 2003)(Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I (Mar 1999) of 52.219-5.

(iii) Alternate II (June 2003) of 52.219-5.

(5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6.

(6) (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.

(7) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)).

(8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002)(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.

(9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

(10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of 52.219-23.

(11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

**II.04 – (CONT'D)**

- [ ] (13) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- [ ] (14) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126).
- [ X ] (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- [ X ] (16) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).
- [ X ] (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- [ X ] (18) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
- [ X ] (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- [ ] (20) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
  - [ ] (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- [ ] (21) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).
- [ ] (22) (i) 52.225-3, Buy American Act –Free Trade Agreement – Israeli Trade Act (Jan 2004)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77,108-78).
  - [ ] (ii) Alternate I (Jan 2004) of 52.225-3.
  - [ ] (iii) Alternate II (Jan 2004) of 52.225-3.
- [ ] (23) 52.225-5, Trade Agreements (Jan 2004)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- [ ] (24) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- [ ] (25) 52.225-15, Sanctioned European Union Country End Products (Feb 2000)(E.O. 12849).
- [ ] (26) 52.225-16, Sanctioned European Union Country Services (Feb 2000)(E.O. 12849).
- [ ] (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [ ] (28) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [ X ] (29) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).
- [ ] (30) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).
- [ ] (31) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).
- [ ] (32) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- [ ] (33) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003)(46 U.S.C. 1241 and 10 U.S.C. 2631).
  - [ ] (ii) Alternate I (Apr 2003) of 52.247-64.

**II.04 – (CONT'D)**

(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) 52.222-41, Service Contract Act of 1965, as Amended (May 1989)(41 U.S.C. 351, *et seq.*).

[ ] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

[ ] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

[ ] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

[ ] (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989)(41 U.S.C. 351, *et seq.*).

(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 paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000)(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 \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

**II.04 – (CONT'D)**

(vi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 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.

(FAR 52.212-5)

**II.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2004)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- |                                     |              |  |
|-------------------------------------|--------------|--|
| <input type="checkbox"/>            | 252.205-7000 | Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).   |
| <input checked="" type="checkbox"/> | 252.219-7003 | Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).  |
| <input type="checkbox"/>            | 252.219-7004 | Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).  |
| <input type="checkbox"/>            | 252.225-7001 | Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).   |
| <input type="checkbox"/>            | 252.225-7012 | Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).  |
| <input type="checkbox"/>            | 252.225-7014 | Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).   |
| <input type="checkbox"/>            | 252.225-7015 | Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).  |
| <input type="checkbox"/>            | 252.225-7016 | Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (___ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts). |
| <input type="checkbox"/>            | 252.225-7021 | Trade Agreements (JAN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).   |
| <input type="checkbox"/>            | 252.225-7027 | Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).   |
| <input type="checkbox"/>            | 252.225-7028 | Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).  |
| <input type="checkbox"/>            | 252.225-7036 | Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN  |

- 2004) (\_\_\_ Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- [ ] 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
- [ ] 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (OCT 2003) (Section 8021 of Pub. L. 107-248).
- [ ] 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- [ ] 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- [ ] 252.232-7003 Electronic Submission of Payment Requests (DEC 2003) (10 U.S.C. 2227).
- [ X ] 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- [ ] 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (\_\_\_Alternate I) (MAR 2000) (\_\_\_Alternate II) (MAR 2000) (\_\_\_Alternate III) (MAY 2002) (10 U.S.C. 2631).
- [ ] 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(DFARS 252.212-7001)

## II.07 CENTRAL CONTRACTOR REGISTRATION (ALTERNATE A) (OCT 2003/NOV 2003)

(a) **DEFINITIONS.** As used in this clause--

- (1) **Central Contractor Registration (CCR) database** means the primary Government repository for Contractor information required for the conduct of business with the Government.
- (2) **Commercial and Government Entity (CAGE) code** means—
  - (i) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
  - (ii) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”
- (3) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.
- (4) **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 CCR records for identifying

**11.07 – (CONT'D)**

alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

(5) **Registered in the CCR database** means that—

(i) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(ii) The Contractor's CAGE code is in the CCR database; and

(iii) The Government has validated all mandatory data fields and has marked the records **"Active."**

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation **"DUNS"** or **"DUNS+4"** followed by the DUNS or DUNS+4 number that identified the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

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

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR 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 CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (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 CCR 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 must provide with the notification sufficient documentation to support the legally changed name. If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be**

**II.07 – (CONT'D)**

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 CCR 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 CCR database. Information provided to the Contractor’s CCR 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.

(h) Offerors and contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.  
(FAR 52.204-7/DFARS 252.204-7004)

**II.20-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC JAN 2003)**

(a) This clause incorporates contract clauses and solicitation provisions by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(b) The full text of any FAR, DFARS, or DLAD solicitation clause or provision may be accessed electronically at these addresses:

**FAR/DFARS:** <http://farsite.hill.af.mil>  
**DLAD:** <http://www.dla.mil/j-3/j-336>

(c) **All DESC clauses and provisions are contained in full text in this document.**

(d) **Solicitation Provisions Only.** The offeror is cautioned that the solicitation provisions listed in (e)(1) below may include blocks that must be completed by the offeror and submitted with its quotation or offer. As long as the offeror identifies the solicitation provision by number, the offeror may simply complete those paragraphs requiring fill-in information to submit with its quotation or offer. In addition to the solicitation provisions listed in (e)(1) below, the contract clauses listed in (e)(2) below shall apply to any resultant contract but do not require the submission of additional offer information.

(e) The following FAR/DFARS/DLAD contract clauses and solicitation provisions are hereby incorporated by reference in addition to those listed in the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS and the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS clauses:

<b>(1) SOLICITATION PROVISION NUMBER</b>	<b>REGULATORY NUMBER</b>	<b>PROVISION TITLE</b>
N/A	N/A	N/A
<b>(2) CONTRACT CLAUSE NUMBER</b>	<b>REGULATORY NUMBER</b>	<b>CLAUSE TITLE</b>
I33	FAR 52.232-17	INTEREST
I86	FAR 52.216-19	ORDER LIMITATIONS – See Clause I700
I171.07	FAR 52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN
I211	FAR 52.216-18	ORDERING Paragraph (a) shall read “Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the delivery period specified in the Schedule.”
I226	FAR 52.232-18	AVAILABILITY OF FUNDS

(DESC 52.252-9F08)

**111.01-2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE -- COMMERCIAL ITEMS (DESC FEB 1996)**

- (a) In the event this contract is terminated for cause, in whole or in part, the Government will incur administrative costs.
- (b) The Contractor agrees to pay all administrative costs associated with a contract termination action. The minimum amount the Contractor shall pay for each termination action is \$500. This payment for administrative costs is in addition to any excess reprourement costs and any other remedies or damages resulting from the termination.
- (c) The term **termination action**, as used herein, means the termination for cause, including any associated reprourement effort, involving--
- (1) Any single order or any group of orders terminated together;
  - (2) Any item or group of items terminated together; or
  - (3) The entire contract.

(DESC 52.249-9F20)

**128.08 FEDERAL, STATE AND/OR LOCAL TAXES (NATURAL GAS) (DESC MAR 2004)**

- (a) The contract price includes all applicable Federal, State and local taxes, except gross receipts taxes which may be separately invoiced when the requirements of paragraph (f) of this clause are satisfied.
- (b) **After-imposed tax**, as used in this clause, means any new or increased Federal, State and/or local tax that was exempted or excluded on the contract award date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract award date. It does not include social security tax or other employment taxes.
- (c) **After-relieved tax**, as used in this clause, means any Federal, State and/or local tax that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract award date. It does not include social security tax or other employment taxes.
- (d) The contract price shall be increased by the amount of any after-imposed tax, provided the Contractor warrants in writing that no amount for such after-imposed tax was included in the contract price, as a contingency reserve or otherwise.
- (e) The contract price shall be decreased by the amount of any after-relieved tax.
- (f) If the Contractor intends to separately invoice for a gross receipts tax applicable to gas deliveries under this contract, the Contractor must identify the tax in its offer. If a gross receipts tax is not identified in the offer, it will not be eligible for separate invoicing.*

(DESC 52.229-9F30)

**184 REQUIREMENTS (OCT 1995)**

- (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.

**I184 – (CONT'D)**

(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 30 days after the end of the contract ordering period.

(FAR 52.216-21)

**I171 SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002) - OSP**

**I174.03 SUPPLY COMMITMENTS FOR SMALL BUSINESS CONCERNS (NATURAL GAS) (DESC AUG 2001)**

**(a) SMALL BUSINESS SET-ASIDE OFFERS.**

(1) In order to comply with statutory small business requirements, an offeror who certifies as a small business and offers on a line item set aside for exclusive small business participation must propose to furnish direct supply natural gas from a well owned and operated by a small producer(s), which is defined by the Small Business Administration to include all affiliates and subsidiaries. Intermediaries and middlemen, such as other suppliers and marketers, regardless of size, are not allowed.

(2) In accordance with the INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS clause, the offeror meeting the criteria in paragraph (a)(1) above must submit with its initial offer a supply commitment (which may be contingent upon award) from a small business producer(s) to be utilized during contract performance. The supply commitment letter shall specifically state that product delivered shall be product originating from the qualified small business producer's own well. Failure to provide such documentation will make the offeror nonresponsible and ineligible for award. Pools are allowed only if it is clearly demonstrated prior to award that all producers in the pool are qualified small businesses and the offeror has a direct relationship with the small business pool aggregator. Failure to provide such documentation will make the offeror nonresponsive and ineligible for award.

**(b) HUB-ZONE SMALL BUSINESS OFFERS.**

(1) In order to comply with statutory small business requirements, a small business offeror who requests the HUBZone Price Evaluation Preference (HPEP) described in the NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS clause must propose to furnish direct supply natural gas from a well owned and operated by a HUBZone-qualified small producer(s), which is defined by the Small Business Administration to include all affiliates and subsidiaries. Intermediaries and middlemen, such as other suppliers and marketers, regardless of size, are not allowed.

(2) Prior to award and during contract performance, the offeror must clearly demonstrate a direct relationship between the natural gas well(s) owned and operated by a HUBZone small business producer and the offeror. In accordance with the INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS clause, the offeror meeting the criteria in paragraph (a)(1) above must submit with its initial offer a supply commitment (which may be contingent upon award) from a HUBZone-qualified small business producer(s) to be utilized during contract performance. The supply commitment letter shall specifically state that product delivered in support of the 10 percent HPEP line item shall be product originating from the HUBZone-qualified small business producer's own well. Pools are allowed only if it is clearly demonstrated prior to award that all producers in the pool are HUBZone-qualified small businesses and the offeror has a direct relationship with the small business pool aggregator. Failure to provide such documentation will make the offeror nonresponsible and ineligible for award.

**(c) CONTRACT PERFORMANCE.**

(1) The name(s) and address(es) of all small business producers or HUBZone small business producers shall be incorporated into the contract award document.

(2) If circumstances are such that, during the term of this contract, a previously approved small business producer or HUBZone small business producer as designated in the award document will no longer provide the product, the Contractor agrees to immediately notify the Contracting Officer of the name and address of the replacement small business producer or HUBZone small business producer for approval by the Contracting Officer.

(3) Failure to accomplish any of the following may constitute grounds for terminating the contract for default:

**I174.03 – (CONT'D)**

(i) Failure to obtain approval of a replacement business producer or HUBZone small business producer;  
or

(ii) Failure to comply with the statutory requirement that all natural gas delivered under the small business set-aside or 10 percent HPEP line item shall be from a well owned and operated by a small business producer(s) or HUBZone small business producer(s). When required, the Contractor will be required to provide adequate documentation to the Contracting Officer supporting deliveries by the appropriate small business source.

(4) Termination under this clause shall not constitute a waiver of the Government's rights under law or provided elsewhere in this contract.

(DESC 52.219-9F50)

**I174.07 SUPPLY COMMITMENTS FOR SMALL DISADVANTAGED BUSINESS CONCERNS (SDB PRICE EVALUATION ADJUSTMENT) (NATURAL GAS) (DESC FEB 2002)**

(a) This clause applies only to Federal Civilian items that may be contained in this acquisition.

(b) In order to comply with statutory small disadvantaged business requirements, an offeror who certifies as a Small Disadvantaged Business (SDB) and who requests the price evaluation adjustment described in the NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (ALT I) clause must propose to furnish direct supply natural gas from a well owned and operated by a small domestic producer(s), which is defined by the Small Business Administration to include all affiliates and subsidiaries. Intermediaries and middlemen, such as other suppliers and marketers, regardless of size, are not allowed.

(c) Prior to award and during contract performance, the offeror must clearly demonstrate a direct relationship between the natural gas well(s) owned and operated by a domestic small business producer and the offeror. In accordance with the INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS clause, the offeror meeting the criteria in paragraph (b) above must submit with its initial offer a supply commitment (which may be contingent upon award) from a domestic small business producer(s) to be utilized during contract performance. The supply commitment letter shall specifically state that product delivered in support of the line item (or 10 percent adjustment) shall be product originating from the domestic small business producer's own well. Pools are allowed only if it is clearly demonstrated prior to award that all producers in the pool are domestic small businesses and the offeror has a direct relationship with the small business pool aggregator. Failure to provide such documentation will make the offeror nonresponsible and ineligible for award.

(d) The name(s) and address(es) of all approved domestic small business producers shall be incorporated into the contract award document.

(e) If circumstances are such that, during the term of this contract, a previously approved small business producer as designated in the award document will no longer provide the product, the Contractor agrees to immediately notify the Contracting Officer of the name and address of the replacement small business producer for approval by the Contracting Officer.

(f) Failure to accomplish any of the following may constitute grounds for terminating the contract for cause:

(1) Failure to obtain approval of a replacement small business producer; or

(2) Failure to comply with the statutory requirement that all natural gas delivered under the line item (or 10 percent adjustment) shall be from a well owned and operated by a domestic small business producer(s).

(DESC 52.219-9F41)

**I209.08 EXTENSION PROVISIONS (NATURAL GAS) (DESC JUL 2002)**

(a) For line items priced as Fixed-Price with Economic Price Adjustment, the performance period can be extended for up to six months by mutual agreement of the parties.

(b) For line items priced as Firm-Fixed-Price, the Government may request extension of performance, one or more times, at the existing fixed price and in accordance with the existing contract terms and provisions, so long as the total additional performance does not exceed six months. If the Contractor declines to extend at the existing price, the Government may propose a new firm-fixed-price for the extension. Extension of Firm-Fixed-Price line items must be accomplished by agreement of all parties (bilateral modification). Failure to agree will result in expiration of the contract at the end of the current performance period.

(DESC 52.217-9F30)

**I229 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT ALTERNATE I  
(OCT 1995)**

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract that exceed \$100,000.

(FAR 52.203-6)

**I238.02 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS  
(JAN 1999) - OSP**

**I700 GAS ORDERING PROCEDURES (DESC FEB 2004)**

(a) Each ordering office will determine the duration of its order. An order shall cover a delivery period no less than one month and no greater than one year. Orders may be issued in writing, orally, or by written telecommunications, with verbal orders being confirmed by a written delivery order within 24 hours after issuance of the order. The ordering office's failure to issue a written delivery order, or the Contractor's failure to receive a written delivery order, does not relieve the Contractor from its obligation to perform in accordance with the verbal order.

(b) The requirements as specified in the consumption data of the contract will serve as the Government's order unless it is superseded by an order as placed in accordance with paragraph (a) above.

(c) The Government shall notify the Contractor of the ordered volumes of gas for any given period at least one working day prior to the 25th calendar day of the month preceding delivery. The Contractor, in turn, shall nominate the Government's requirement(s) to the local distribution company (LDC) or pipeline prior to the applicable LDC and/or Pipeline Nomination Deadline Date. If required, the Contractor shall nominate daily volumes of gas to be delivered under the contract to the pipeline and/or LDC.

(d) During the month of delivery, the Government may over consume/under consume the quantity specified in its order by 10 percent. This percentage variation only applies to the fixed price with economic price adjustment portion of a monthly order. The contract price shall apply to all quantities consumed within the allowed 10 percent variation. The Contractor shall notify the Contracting Officer of any consumption outside the 10 percent allowance.

(1) Gas delivered to the Government in excess of the 10 percent variation shall be priced at the Contractor's commercially reasonable cost of acquiring the additional gas if such additional delivery is necessary to meet the Government's requirements.

(2) If the Government consumes less than the monthly order, less 10 percent, the Contractor shall make commercially reasonable efforts to resell the deficient quantity. The deficient quantity is defined as the monthly order less 10 percent, less the quantity actually consumed by the Government. If the commercially reasonable price the Contractor receives for the deficient quantity is less than the contract price, the Contractor shall be entitled to compensation in the amount of the deficient quantity times the difference. If the commercially reasonable price the Contractor receives for the deficient quantity is more than the contract price, the Contractor, on its next invoice, shall credit the Government in the amount of one half the deficient quantity times the difference.

(e) Questions arising from individual delivery orders shall be addressed to the installation's individual Ordering Officer identified below. Any failure to resolve issues resulting from an individual delivery order shall be referred to the DESC Contracting Officer.

(f) Accounting and appropriation data will be set forth on individual delivery orders issued under the contract. Funds shall be obligated for the entire quantity stated on the delivery order.

**I700 – (CONT'D)**

(g) The following ordering offices are authorized to issue orders hereunder:

LINE ITEM/ <u>SUBLINE ITEM NO.</u>	ORDERING <u>OFFICE</u>
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**INFORMATION TO BE PROVIDED AT TIME OF AWARD**

(DESC 52.216-9FD1)

**SECTION J: LIST OF ATTACHMENTS**

The following attachments are hereby incorporated into this RFP.

<u>ATTACHMENT</u>	<u>DESCRIPTION</u>	<u>LOCATION</u>
I.	OFFEROR SUBMISSION PACKAGE	OSP
II.	TECHNICAL EXPERIENCE FORM	OSP
III.	EXPERIENCE WITH END USERS FORM	OSP
IV.	SOCIOECONOMIC COMMITMENT FORM	OSP
V.	SUBCONTRACTING PLAN GUIDANCE AND FORM	OSP
VI.	ESTIMATED CONSUMPTION DATA	RFP

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENT OF OFFERORS**

**K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTERNATES I/II) (JAN 2004/APR 2002/OCT 2000) - OSP**

**K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995) - OSP**

**K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at **1-800-333-0505**. The offeror should be prepared to provide the following information:

- (1) Company name;
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(FAR 52.204-6)

**K5.01 USE OF ELECTRONIC DATA INTERCHANGE (INSTALLATION ENERGY) (DESC FEB 2002) - OSP**

**K15 RELEASE OF UNIT PRICES (DESC MAR 2004) - OSP**

**K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)**

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

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) **Significant interest**, as used in this provision means--

- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
- (ii) Holding a management position in the firm, such as director or officer;
- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

**K85 – (CONT'D)**

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

**SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS**

**L2.08-2 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (NATURAL GAS) (DESC JAN 2004) OSP**

**L5.01-1 AGENCY PROTESTS (SEP 1999) - DLAD**

Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (NOTE: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

(DLAD 52.233-9000)

**L7 SOCIOECONOMIC PROPOSAL (DESC DEC 2001)**

(a) Offerors shall submit a plan that demonstrates their commitment to providing subcontracting opportunities to small businesses and Historically Black Colleges/Universities and Minority Institutions (HBCUs/MIs). All offerors regardless of business size are required to provide socioeconomic commitment. Small businesses will be credited for the dollar value/percentage of the work they perform as if the work were subcontracted to a small business concern. Work performed by a small business in-house shall be identified in the socioeconomic plan.

(b) As part of the plan, the offeror shall include--

(1) A description of the efforts the company will make to ensure that small businesses and/or HBCUs/MIs will have equal opportunity to compete for subcontracts under any resulting contract.

(2) A description of the offeror's current and planned proposed range for services, supplies, and any other support that will be provided by small businesses and/or HBCUs/MIs.

(3) The specific names of subcontractors to the extent they are known.

(4) A description of any future plans the company has for developing additional subcontracting opportunities for small businesses and/or HBCUs/MIs during the contract period.

(5) Identification of the portion of the offeror's proposal, as a percentage of dollars, that will be subcontracted to small businesses and/or HBCUs/MIs.

(6) The type of performance data the offeror would accumulate and provide to the Contracting Officer regarding their support of small businesses and/or HBCUs/MIs during the period of contract performance.

(7) The name and title of the individual principally responsible for ensuring company support to such firms.

(DESC 52.215-9F71)

**SECTION M: EVALUATION FACTORS FOR AWARD**

**M7 SOCIOECONOMIC EVALUATION (DESC APR 2003)**

The relative merits of the Socioeconomic Proposal will be evaluated based on the degree to which an offeror's proposal demonstrates the commitment to use, in performance of the offered requirements, small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs).

**NOTE:** The offeror's proposals for socioeconomic support will be made a part of any resulting contract for use in determining how well the Contractor has adhered to its socioeconomic plan. This plan will be monitored by the Small Business Office of the Defense Energy Support Center as a means of assisting the Contracting Officer in determining how well the Contractor has in fact performed. This determination will then be used as a consideration prior to option exercise and future source selection decisions. Performance on prior contracts in subcontracting with and assisting small businesses and HBCUs/MIs will be part of past performance evaluation.

(DESC 52.215-9FB6 )

**M700 EVALUATION FOR AWARD (NATURAL GAS) (DESC FEB 2002)**

**(a) BASIS FOR AWARD.**

(1) Evaluation and contract awards will be made using Best Value Source Selection procedures. In using Best Value Source Selection procedures, the Government will evaluate price and other noncost factors, to include Technical, Past Performance, and Socioeconomic Commitment. The relative importance of all noncost evaluation factors, in descending order of importance, is as follows:

- (i) Technical;
- (ii) Past Performance; and
- (iii) Socioeconomic Commitment.

The noncost evaluation factors (Technical, Past Performance, and Socioeconomic Commitment), when combined, are approximately equal to price.

(2) Award will be made to the offeror representing the overall best value to the Government for the line item under consideration. In determining best overall value, the Government will evaluate and rate each offeror's technical proposal, past performance, and socioeconomic commitment using preestablished standards. The offer(s) selected as the best value will be that which represents the best tradeoff to the Government when comparing price against the noncost factors. The Government may make award to other than the lowest priced offeror; however, the Government will not pay a premium that it considers disproportionate to the perceived benefits of the higher priced proposal. Final award selection will be made by the Source Selection Authority.

**(b) DESCRIPTION OF NONCOST EVALUATION FACTORS.**

**(1) TECHNICAL AND PREVIOUS DELIVERY EXPERIENCE.**

- (i) **Transportation Experience.** An offeror's experience transporting natural gas over the interstate pipeline system and/or purchase history at the relevant local distribution company (LDC).
- (ii) **Supply Management Experience.** An offeror's experience providing supply management behind LDCs and on the pipelines.

**(2) PAST PERFORMANCE.**

(i) The Government will evaluate the offeror's experience over approximately the last two years delivering similar requirements. In doing this, the Government may consider information obtained from sources contained in the offeror's Experience with Endusers Submission (attached to the solicitation), past and present customers, other subcontractors, and any others sources who may have useful information. The Government may also rely solely on the offeror's prior past performance under DESC contracts. A record of acceptable past performance will not result in a favorable assessment of an otherwise unacceptable proposal. An offeror without a record of relevant past performance, or for whom information on past performance is not available, will not be evaluated favorably or unfavorably.

(ii) The subfactors listed below, which are equal to one another in importance, will be used to evaluate past performance:

**M700 – (CONT'D)**

(A) **Quality of Product or Service.** Assessment of the offeror's ability to conform to contract requirements, specifications, and standards of good workmanship.

(B) **Schedule.** Assessment of the offeror's ability to meet delivery schedules, to respond to administrative issues in a timely manner, and to complete a contract.

(C) **Business Relations.** Assessment of the offeror's commitment to maintaining an acceptable level of performance and customer satisfaction and to meeting small business subcontracting goals, when applicable. The offeror's history of reasonable and cooperative behavior, participation in problem identification, and corrective action measures will be considered.

(3) **SOCIOECONOMIC COMMITMENT.** All offerors, regardless of business size, will be rated. Offerors demonstrating greater commitment to partnering and subcontracting with small businesses, veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses by proposing a higher percentage, complexity level, and variety of participation by small businesses, veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses will receive more favorable ratings. **NOTE:** Performance on current and prior contracts containing subcontracting with small businesses, veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses will be part of the past performance evaluation only.

(c) **EVALUATION OF PRICE.**

(1) The Government will perform a price analysis to determine the reasonableness of proposed prices in accordance with FAR 15.404.

(2) The Government intends to evaluate price based on the total cost of the solicitation schedule elements associated with the line item(s) except the indexed supply price.

(DESC 52.209-9F80)

SP0600-04-R-0080 Consumption Data

LINE ITEM NUMBER 102201  
INSTALLATION CARLISLE BARRACKS, PA  
TRANSPORTATION F

MONTH	Total Quantity	Curtailment Days per Month	EPA Estimated Quantity	Monthly Buy
JANUARY	13,020	0	13,020	
FEBRUARY	10,171	0	10,171	
MARCH	7,080	0	7,080	
APRIL	4,368	0	4,368	
MAY	4,172	0	4,172	
JUNE	1,941	0	1,941	
JULY	1,196	0	1,196	
AUGUST	829	0	829	
SEPTEMBER	1,720	0	1,720	
OCTOBER	5,440	0	5,440	
NOVEMBER	7,984	0	7,984	
DECEMBER	11,169	0	11,169	

LINE ITEM NUMBER 102401  
INSTALLATION NAVAL STATION NEWPORT  
TRANSPORTATION F

MONTH	Total Quantity	Curtailment Days per Month	EPA Estimated Quantity	Monthly Buy
JANUARY	32,500	0	32,500	
FEBRUARY	30,000	0	30,000	
MARCH	25,200	0	25,200	
APRIL	20,600	0	20,600	
MAY	15,500	0	15,500	
JUNE	13,000	0	13,000	
JULY	20,450	0	20,450	
AUGUST	15,250	0	15,250	
SEPTEMBER	17,400	0	17,400	
OCTOBER	14,400	0	14,400	
NOVEMBER	21,400	0	21,400	
DECEMBER	29,750	0	29,750	

SP0600-04-R-0080 Consumption Data

LINE ITEM NUMBER 102401  
INSTALLATION NAVAL STATION NEWPORT  
TRANSPORTATION IT

MONTH	Total Quantity	Curtailement Days per Month	EPA Estimated Quantity	Monthly Buy
JANUARY	30,500	31	30,500	
FEBRUARY	26,000	28	26,000	
MARCH	20,000	31	20,000	
APRIL	10,500	30	10,500	
MAY	5,600	31	5,600	
JUNE	900	30	900	
JULY	900	31	900	
AUGUST	900	31	900	
SEPTEMBER	900	30	900	
OCTOBER	0	31	0	
NOVEMBER	10,000	30	10,000	
DECEMBER	20,000	31	20,000	

LINE ITEM NUMBER 303001  
INSTALLATION NAVAL TRAINING CENTER, GREAT LAKES, IL  
TRANSPORTATION F

MONTH	Total Quantity	Curtailement Days per Month	EPA Estimated Quantity	Monthly Buy
JANUARY	250,000	0	250,000	
FEBRUARY	205,000	0	205,000	
MARCH	210,000	0	210,000	
APRIL	155,000	0	155,000	
MAY	105,000	0	105,000	
JUNE	75,000	0	75,000	
JULY	75,000	0	75,000	
AUGUST	70,000	0	70,000	
SEPTEMBER	70,000	0	70,000	
OCTOBER	115,000	0	115,000	
NOVEMBER	175,000	0	175,000	
DECEMBER	215,000	0	215,000	

SP0600-04-R-0080 Consumption Data

LINE ITEM NUMBER 303002  
INSTALLATION FORT SHERIDAN, IL  
TRANSPORTATION IT

MONTH	Total Quantity	Curtailement Days per Month	EPA Estimated Quantity	Monthly Buy
JANUARY	2,500	31	2,500	
FEBRUARY	2,000	28	2,000	
MARCH	1,900	31	1,900	
APRIL	1,500	30	1,500	
MAY	1,000	31	1,000	
JUNE	250	30	250	
JULY	250	31	250	
AUGUST	250	31	250	
SEPTEMBER	250	30	250	
OCTOBER	1,000	31	1,000	
NOVEMBER	1,900	30	1,900	
DECEMBER	2,200	31	2,200	

LINE ITEM NUMBER 304401  
INSTALLATION FORT LEONARD WOOD  
TRANSPORTATION F

MONTH	Total Quantity	Curtailement Days per Month	EPA Estimated Quantity	Monthly Buy
JANUARY	109,000	0	109,000	
FEBRUARY	98,000	0	98,000	
MARCH	68,000	0	68,000	
APRIL	45,000	0	45,000	
MAY	22,000	0	22,000	
JUNE	19,000	0	19,000	
JULY	18,000	0	18,000	
AUGUST	17,000	0	17,000	
SEPTEMBER	19,000	0	19,000	
OCTOBER	40,000	0	40,000	
NOVEMBER	62,000	0	62,000	
DECEMBER	84,000	0	84,000	