

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		PAGE 1 OF 5 PAGES
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. SP0600-04-1379 and Amendment 010	5. PROJECT NO. (If applicable)	
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER ATTN: DESC-AEP 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222 BUYER/SYMBOL - TERRY T. PERRY/DESC-AEP PHONE - (703) 767-8548 P. P. 7.2		CODE SP0600	7. ADMINISTERED BY (If other than Item 6) CODE SP0600	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code) Tiger Natural Gas, Inc. (POC: Tracy Phillips) 1422 East 71 st Street, Suite J Tulsa, OK 74136 Phone: (918) 491-6998 x202 Fax: (918) 491-6659 Email: tphillips@tigernaturalgas.com		9a. AMENDMENT OF SOLICITATION NO.		
		9b. DATED (SEE ITEM 11)		
		10a. MODIFICATION OF CONTRACT/ORDER NO. SP0600-05-D-7526		
Cage Code: 01P9G3 DUNS: 782724819 Bidder Code: T008		10b. DATED (SEE ITEM 13) June 28, 2005		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers.

FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)
TO BE CITED ON EACH DELIVERY ORDER**

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

Check one

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a)
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority): B700 ECONOMIC PRICE ADJUSTMENT - MARKET PRICE AND TRANSPORTATION (NATURAL GAS), ALTERNATIVE II, (6) REVISION OF MARKET PRICE INDICATOR.

IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Pages 2 through 5.

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

15A. NAME AND TITLE OF SIGNER (Type or print) TRACY PHILLIPS, VICE PRES		16A. NAME OF CONTRACTING OFFICER MARGOT HAYCOOK	
15B. NAME OF CONTRACTOR/OFFEROR BY Tracy Phillips (Signature of person authorized to sign)	15C. DATE SIGNED 9/29/05	16B. UNITED STATES OF AMERICA BY Margot Haycock (Signature of Contracting Officer)	16C. DATE SIGNED 29SEP2005

NSM 7540-01-152-8070
Previous edition unusable

This modification is issued to incorporate several changes to line items under this contract:

1. **Line Item 3041 VAMC ST. LOUIS, MO:** Revise the Publication, Pipeline, and SIP location from Natural Gas Intelligence, Mississippi River Transmission, N. Louisiana to Inside FERC's Gas Market Report, South Louisiana, Henry Hub. The concomitant change to winter and summer adjustment factors are provided on revised schedule page 3 of this modification.
2. **Line Items 3031 DOE Fermi National Accelerator Lab, IL.** In support of supply management requirements the contractor will manage Fermi National Labs storage capacity detailed on attached revised schedule page. The summer and winter adjustment factors are reduced by \$0.013 per dekatherm. The current storage balance shall be utilized first for delivery with the balance to be ordered per contract requirement.
3. **3032 DOE Argonne National Lab, IL:** In support of supply management requirements the contractor will manage DOE Argonne's storage capacity from October 1, 2005 through March 31, 2006. A credit of \$0.013/dekatherm will be applied to the monthly invoices as a pass through charge.
4. Contract estimated total price is increased by \$176,998.63 from \$32,217,800.50 to \$32,394,799.13 as a result of this modification. All other terms and conditions shall remain unchanged and in full force and effect.

B1.06 SUPPLIES TO BE FURNISHED (NATURAL GAS) (DESC AUG 2004)

3041 VAMC ST. LOUIS, MO

NOTE: Line Item 3041-8a is reserved for sole source negotiations under the provisions of section 8(a) of the Small Business Act. Therefore, initially, only the 8(a) sole source offeror is eligible to submit an offer for LI 3041-8a. However, any size offeror may submit an offer for Line Item 3041-1. The successful offeror's price under LI 3041-1 will establish the "fair market price" (FMP) for LI 3041-8a, which the 8(a) marketer must accept in order to receive award for LI 3041-8a. In the event the 8(a) marketer is unable to accept the FMP, then award of 3041-8a will go to the successful offeror under LI 3041-1 at the originally awarded unit price.

VAMC St. Louis J.B. and J.C. Divisions are being reserved for negotiations under the provisions of section 8(a) of the Small Business Act. However, if these requirements are not awarded under the 8(a) program, they will be awarded under this solicitation IAW the procedures outlined in Clause L2.08-2, Instructions to Offerors - Commercial Items.

3041 Direct Supply Natural Gas to be delivered FOB CITYGATE LACLEDE GAS via LIMITED INTERRUPTIBLE TRANSPORTATION WITH SUPPLY MANAGEMENT from October 01, 2005 to September 30, 2008.

TOTAL QUANTITY 586,713

Estimated Quantity	Unit Price	Total Estimated Price
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FIXED PRICE WITH EPA:
3041 AA SUPPLY INDEX PRICE

586,713	*	*
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Estimated Quantity	Unit Price	Total Estimated Price
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FIXED PRICE WITH EPA:
LIMITED INTERRUPTIBLE
3041 AG WINTER ADJUSTMENT FACTOR
3041 AH SUMMER ADJUSTMENT FACTOR

586,713		
364,713	\$0.4400	\$160,473.72
222,000	\$0.4400	\$ 97,680.00

EQ	FOR ULTIMATE DELIVERY TO	SUMMER QUANTITY	WINTER QUANTITY
304101	VAMC ST. LOUIS (J.B. DIVISION) LIMITED INTERRUPTIBLE	139,380	230,553
304102	VAMC ST. LOUIS (J.C. DIVISION) LIMITED INTERRUPTIBLE	82,620	134,160

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

(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
3041	CITYGATE LACLEDE GAS	INSIDE PERC'S GAS MARKET REPORT	SOUTH LOUISIANA	HENRY HUB	ALT I	JUNE 2005 \$6.13

3031 DOE FERMI NATIONAL ACCELERATOR LAB, IL

NOTE: Line item 303101 and Line item 303201 are tied for evaluation and award. Offerors must offer on both items in order to be considered for award.

DOE Fermi has no alternate fuel back-up capability, however under NICOR Rate 74 they do have 10 days of banked storage available for use. The contractor will manage this storage Account for Fermi. DOE Fermi Max Daily Contract Quantity (MDCQ) is 824 Dths per day.

3031 Direct Supply Natural Gas to be delivered FOB CITYGATE NICOR via FIRM OR FIRM EQUIVALENT TRANSPORTATION WITH SUPPLY MANAGEMENT AND LIMITED INTERRUPTIBLE TRANSPORTATION WITH SUPPLY MANAGEMENT from October 01, 2005 to September 30, 2008.

TOTAL QUANTITY 320,100

Estimated Quantity	Unit Price	Total Estimated Price
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FIXED PRICE WITH EPA:

3031 AA SUPPLY INDEX PRICE

320,100	*	*
Estimated Quantity	Unit Price	Total Estimated Price

FIXED PRICE WITH EPA:

FIRM	303,900	*	*
3031 AD WINTER ADJUSTMENT FACTOR	243,900	\$0.6670	\$165,852.00
3031 AE SUMMER ADJUSTMENT FACTOR	60,000	\$0.6670	\$40,800.00

LIMITED INTERRUPTIBLE	16,200	*	*
3031 AG WINTER ADJUSTMENT FACTOR	NA	NA	NA
3031 AH SUMMER ADJUSTMENT FACTOR	16,200	\$0.6670	\$11,016.00

EQ	FOR ULTIMATE DELIVERY TO	MDCQ	SUMMER QUANTITY	WINTER QUANTITY
303101	DOE FERMI NATIONAL ACCELERATOR LAB, IL	911	60,000	243,900
	FIRM		16,200	0
	LIMITED INTERRUPTIBLE			

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

(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
3031	CITYGATE NICOR	INSIDE FERC'S GAS MARKET REPORT	NATURAL GAS PIPELINE CO. OF AMERICA	MID-CONTINENT ZONE	ALT I	June, 2005 \$5.75

3032 DOE ARGONNE NATIONAL LAB, IL

NOTE: Line item 303201 and Line item 303101 are tied for evaluation and award. Offerors must offer on both items in order to be considered for award.

DOE Argonne has no alternate fuel back-up capability, however under NICOR Rate 77 they do have 26 days of banked storage available for use. The contractor will manage this storage account for Argonne from October 1, 2005 through March 31, 2006. Contractor will adjust the monthly invoice price as a pass through credit for management of the storage account. DOE Argonne Max Daily Contract Quantity (MDCQ) is 5,300 Dths per day.

3032 Direct Supply Natural Gas to be delivered FOB CITYGATE NICOR via LIMITED INTERRUPTIBLE TRANSPORTATION WITH SUPPLY MANAGEMENT from October 01, 2005 to September 30, 2008.

TOTAL QUANTITY 2,304,744

Estimated Quantity	Unit Price	Total Estimated Price
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FIXED PRICE WITH EPA:

3032 AA SUPPLY INDEX PRICE

2,304,744	*	*
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Estimated Quantity	Unit Price	Total Estimated Price
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FIXED PRICE WITH EPA:

LIMITED INTERRUPTIBLE

3032 AG WINTER ADJUSTMENT FACTOR
3032 AH SUMMER ADJUSTMENT FACTOR

2,304,744	*	*
1,163,010	\$0.6730	\$782,705.73
1,141,734	\$0.6730	\$768,386.98

EQ FOR ULTIMATE DELIVERY TO

SUMMER QUANTITY WINTER QUANTITY

303201 DOE ARGONNE NATIONAL LAB LIMITED INTERRUPTIBLE

1,141,734 1,163,010

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

(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
3032	CITYGATE NICOR	INSIDE FERC'S GAS MARKET REPORT	NATURAL GAS PIPELINE CO. OF AMERICA	MID-CONTINENT ZONE	ALT I	June, 2005 \$5.75

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SP0600-04-1382, 1385, 1379, 1391 and Amends		PAGE 1 OF 50	
2. CONTRACT NUMBER SP0600-05-D-7526		3. AWARD/EFFECTIVE DATE June 28, 2005	4. ORDER NUMBER	5. SOLICITATION NUMBER SP0600-04-R-0129 Amendments 0001 - 00018		6. SOLICITATION ISSUE DATE November 4, 2004	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Mark Warno		b. TELEPHONE NUMBER (no collect calls) 703-767-8547		8. OFFER DUE DATE/ LOCAL TIME January 11, 2005, 4:00 P.M. local time Ft Belvoir, VA	
9. ISSUED BY DEFENSE ENERGY SUPPORT CENTER DESC-AEP 8725 John J. Kingman Road, Suite 4950 FT. BELVOIR, VA 22060-6222 BUYER/SYMBOL: Mark Warno (DESC-AEP) PHONE: (703) 767-8547 EMAIL: mark.warno@dla.mil			CODE SP0600 P.P. 7.1 & 7.3	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input checked="" type="checkbox"/> 8(A) NAICS: 211111 SIZE STANDARD: 500		11. DELIVERY FOR FOREIGN DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS
15. DELIVER TO SEE CLAUSE B1.06				16. ADMINISTERED BY SEE BLOCK 9			
17a. CONTRACTOR / OFFEROR Tiger Natural Gas, Inc. 1422 E. 71 st , Suite J Tulsa, OK 74136 Phone: (918) 491-6998 E-Mail: tphillips@tigernaturalgas.com Cage Code: OP9G3			CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY SEE CLAUSE G700		CODE
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER SEE CLAUSE G9.06				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. ESTIMATED QUANTITY	22. UNIT	23. UNIT PRICE	24. ESTIMATED AMOUNT
*	*See Clause B1.06, SUPPLIES TO BE FURNISHED (NATURAL GAS)			4,983,456	Dths	*	*
25. ACCOUNTING AND APPROPRIATION DATA Non-DWCF orders: To be cited on each delivery order. For Line item(s): 1022, 1056, 1057 funding is 97X4930.5CF0 01 26.14 S33150 (DWCF)						26. TOTAL AWARD AMOUNT (For Govt. Use Only) Estimated \$32,217,800.50	
<input 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 type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE Tiger Natural Gas, Inc. OFFERS DATED January 11, 2005. YOUR OFFER ON SOLICITATION SP0600-04-R-0129, INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED FOR LINE ITEMS listed on p. 2.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
				Christene Baez		8/19/05	
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		37. CHECK NUMBER	
32d/e.g. PRINTED NAME, TITLE, ADDRESS & EMAIL OF GOV REP.				32f. PHONE # OF GOV REP		40. PAID BY	
38. S/R ACCOUNT NUMBER				39. S/R VOUCHER NUMBER			
41. CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
SIGNATURE AND TITLE OF CERTIFYING OFFICER				42b. RECEIVED AT (Location)			
41c. DATE				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Tiger Natural Gas's initial Offeror Submission Package submitted January 11, 2005 in response to solicitation SP0600-04-R-0129; acknowledgement of Amendments 0001 through 0015 submitted by June 13, 2005, Amendments 0016 and 0017 by June 15, 2005, revised Offeror Submission Package dated June 3, 2005 and final revised prices submitted June 14, 2005 are hereby incorporated and made part of this contract award.

All terms and conditions as specified in Solicitation SP0600-04-R-0129, including amendments, are incorporated into and made a part of this contract.

The estimated consumption data for each line item is included for information only and forms Attachment I to this contract.

Award Summary:

LINE ITEM	LOCATION	DELIVERY PERIOD	ESTIMATED QUANTITY (Dth)	OFFEROR UNIT PRICE (Weighted Ave Adjustment Factor x June '05 SIP)	TOTAL EST \$ VALUE
1022	Carlisle Barracks, PA	01 Oct 2005 to 30 Sep 2008	210,270	\$6.9659	\$1,464,719.79
1056	Naval Support Activity, Mechanicsburg, PA	01 Oct 2005 to 30 Sep 2008	52,968	\$7.0484	\$373,339.65
1057	DDSP New Cumberland, PA	01 Oct 2005 to 30 Sep 2008	39,000	\$7.0365	\$274,423.50
3015	Rocky Mount Arsenal	01 Oct 2005 to 30 Sep 2008	87,702	\$5.7676	\$505,830.06
3016	DFAS Denver	01 Oct 2005 to 30 Sep 2008	156,000	\$5.7565	\$898,014.00
3020	National Center for Atmospheric Research	01 Oct 2005 to 30 Sep 2008	154,494	\$5.7586	\$889,669.15
3022	Defense Supply Center Columbus	01 Oct 2005 to 30 Sep 2008	661,656	\$6.8612	\$4,539,754.15
3031	DOE Fermi National Accelerator Lab, IL	01 Oct 2005 to 30 Sep 2008	320,100	\$6.4300	\$2,058,423.00
3032	DOE Argonne National Lab, IL	01 Oct 2005 to 30 Sep 2008	2,304,744	\$6.4230	\$14,803,370.71
3033	U.S. Railroad Retirement Board, IL	01 Oct 2005 to 30 Sep 2008	58,500	\$6.4300	\$376,155.00
3036	DFAS Columbus	01 Oct 2005 to 30 Sep 2008	156,582	\$6.8501	\$1,072,602.36
3041*	VAMC St Louis	01 Oct 2005 to 30 Sep 2008	586,713	\$6.2510	\$3,667,542.96
3048	Blue Grass Army Depot	01 Oct 2005 to 30 Sep 2008	194,727	\$6.6459	\$1,294,136.17
TOTAL			4,983,456		\$32,217,800.50

The Government reserves the right to make subsequent awards on additional line items within the offer acceptance period.

EMERGENCY POINT OF CONTACT: DESC point of contact and telephone number for emergency situations after duty hours:

Command Control Center
(703)767-8420

Continuation of Standard Form 1449 (Block 19-24: The Schedule):

PART 1 - SCHEDULE

SECTION B: SUPPLIES OR SERVICES AND PRICES/COST

B1.06 SUPPLIES TO BE FURNISHED (NATURAL GAS) (DESC DEC 2004)

(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 (NATURAL GAS) 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 must include all applicable interstate/intrastate pipeline fuel loss and, where requested, must also include local distribution company (LDC) fuel loss.

(e) Prices indicated hereunder as fixed price with Economic Price Adjustment are subject to the ECONOMIC PRICE ADJUSTMENT – MARKET PRICE AND TRANSPORTATION (NATURAL GAS) 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: Clause B1.06, SUPPLIES TO BE FURNISHED, is numbered on a regional basis.

Note 2: In accordance with Clause C700, STATEMENT OF WORK/SPECIFICATIONS, gas supply is considered firm.

Note 3: 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 4: For line items requiring delivery on a limited interruptible basis, see Clause F700, DELIVERIES AND PERFORMANCE and Clause F701, CURTAILMENTS, CAPACITY RECALLS AND CONSTRAINTS.

Note 5: Ordering patterns under contracts resulting from this solicitation may not necessarily equate to the consumption data estimates.

Note 6: Upon award, the contractor must provide point of contact information (name, phone number, and email address) of the company Contractor Performance Assessment Reporting System (CPARS) representative to the Contracting Officer.

Note 7: Upon award, each contractor must provide written documentation confirming its status as a Certified Marketer behind each applicable Local Distribution Company (LDC) for all awarded items, no later than 1 August 2005. Failure to do so may result in a determination of default in accordance with the terms and conditions of Clause H702, REPURCHASE AND SET-OFF.

1056 NAVAL SUPPORT ACTIVITY, MECHANICSBURG, PA

NOTE : Line items 1056, 1022, and 1057 are tied for evaluation and award. Offerors must offer on all items in order to be considered for award.

Gas supplies will be transported via UGI's assigned firm capacity on Texas Eastern Transmission's (TET) facilities to UGI, with ultimate delivery to Naval Support Activity (NSA), Mechanicsburg. The supplier shall deliver sufficient supplies into TET to allow for fuel losses on both TET and UGI systems.

The Assigned Capacity is assigned to the installation and will be billing to the installation via their LDC bill. The marketer should include the Pipeline Transportation Fuel Factor and the LDC Fuel Loss Factor into their bid.

1056 Direct Supply Natural Gas to be delivered FOB TEXAS EASTERN TRANSMISSIO via FIRM OR FIRM EQUIVALENT TRANSPORTATION WITH SUPPLY MANAGEMENT from October 01, 2005 to September 30, 2008.

TOTAL QUANTITY		52,968	Estimated Quantity	Unit Price	Total Estimated Price
FIXED PRICE WITH EPA:					
1056 AA	SUPPLY INDEX PRICE	52,968		*	*
		Estimated Quantity	Unit Price	Total Estimated Price	
FIXED PRICE WITH EPA:					
FIRM		52,968			
1056 AD	WINTER ADJUSTMENT FACTOR	38,268	\$0.9850		\$37,693.98
1056 AE	SUMMER ADJUSTMENT FACTOR	14,700	\$0.7450		\$10,951.50
EQ	FOR ULTIMATE DELIVERY TO	MDQ	SUMMER QUANTITY	WINTER QUANTITY	
105601	NAVAL SUPPORT ACTIVITY, MECHANICSBURG FIRM	149	14,700	38,268	

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

(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
1056	TEXAS EASTERN TRANSMISSIO	INSIDE FERC'S GAS MARKET REPORT	N/A	HENRY HUB	ALT I	June, 2005 \$6.13

1057 DDSP NEW CUMBERLAND, PA

NOTE: Line items 1057, 1022, and 1056 are tied for evaluation and award. Offerors must offer on all items in order to be considered for award.

Gas supplies will be transported via UGI's assigned firm capacity on Texas Eastern Transmission's (TET) facilities to UGI, with ultimate delivery to DDSP New Cumberland. The supplier shall deliver sufficient supplies into TET to allow for fuel losses on both TET and UGI systems.

The Assigned Capacity is assigned to the installation and will be billing to the installation via their LDC bill. The marketer should include the Pipeline Transportation Fuel Factor and the LDC Fuel Loss Factor into their bid.

1057 Direct Supply Natural Gas to be delivered FOB Texas Eastern Transmission via **FIRM OR FIRM EQUIVALENT TRANSPORTATION WITH SUPPLY MANAGEMENT** from October 01, 2005 to September 30, 2008.

TOTAL QUANTITY 39,000

	Estimated Quantity	Unit Price	Total Estimated Price
FIXED PRICE WITH EPA:			
1057 AA SUPPLY INDEX PRICE	39,000	*	*
FIXED PRICE WITH EPA:			
FIRM	39,000		
1057 AD WINTER ADJUSTMENT FACTOR	26,250	\$0.9850	\$25,856.25
1057 AE SUMMER ADJUSTMENT FACTOR	12,750	\$0.7450	\$9,498.75

EQ FOR ULTIMATE DELIVERY TO	MDQ	SUMMER QUANTITY	WINTER QUANTITY
105701 DDSP NEW CUMBERLAND FIRM	81	12,750	26,250

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

(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
1057	Texas Eastern Transmission	INSIDE FERC'S GAS MARKET REPORT	N/A	HENRY HUB	ALT I	June, 2005 \$6.13

3015 ROCKY MOUNT ARSENAL, CO

3015 Direct Supply Natural Gas to be delivered FOB CITYGATE XCEL ENERGY via FIRM OR FIRM EQUIVALENT TRANSPORTATION WITH SUPPLY MANAGEMENT from October 01, 2005 to September 30, 2008.

TOTAL QUANTITY		87,702	Estimated Quantity	Unit Price	Total Estimated Price
FIXED PRICE WITH EPA:					
3015 AA	SUPPLY INDEX PRICE		87,702	*	*
FIXED PRICE WITH EPA:					
FIRM		87,702			
3015 AD	WINTER ADJUSTMENT FACTOR	57,600		\$0.3130	\$18,028.80
3015 AE	SUMMER ADJUSTMENT FACTOR	30,102		\$0.2390	\$7,194.38

EQ	FOR ULTIMATE DELIVERY TC	MDQ	SUMMER QUANTITY	WINTER QUANTITY
301502	ROCKY MOUNT ARSENAL FIRM	350	30,102	57,600

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

(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
3015	CITYGATE XCEL ENERGY	INSIDE FERC'S GAS MARKET REPORT	COLORADO INTERSTATE GAS CO.	Rocky Mountains	ALT I	June, 2005 \$5.48

3016 DFAS DENVER, CO

NOTE: Buckley AFB will be managing the natural gas needs for DFAS, Denver.

3016 Direct Supply Natural Gas to be delivered FOB CITYGATE EXCEL ENERGY via LIMITED INTERRUPTIBLE TRANSPORTATION WITH SUPPLY MANAGEMENT from October 01, 2005 to September 30, 2008.

TOTAL QUANTITY 156,000

Estimated Quantity	Unit Price	Total Estimated Price
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FIXED PRICE WITH EPA:

3016 AA SUPPLY INDEX PRICE

156,000	*	*
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Estimated Quantity	Unit Price	Total Estimated Price
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FIXED PRICE WITH EPA:

LIMITED INTERRUPTIBLE

156,000

3016 AG WINTER ADJUSTMENT FACTOR
3016 AH SUMMER ADJUSTMENT FACTOR

91,500	\$0.3030	\$27,724.50
64,500	\$0.2390	\$15,415.50

EQ FOR ULTIMATE DELIVERY TC

MDQ	SUMMER QUANTITY	WINTER QUANTITY
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301601 DFAS DENVER LIMITED INTERRUPTIBLE

64,500	91,500
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* The following information is provided for Clause B700, ECONOMIC PRICE ADJUSTMENT- MARKET PRICE AND TRANSPORTATION, paragraph (e):

(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
3016	CITYGATE EXCEL ENERGY	INSIDE FERC'S GAS MARKET REPORT	COLORADO INTERSTATE GAS CO.	Rocky Mountains	ALT I	June, 2005 \$5.48

3020 NATIONAL CENTER FOR ATMOSPHERIC RESEARCH, CO

3020 Direct Supply Natural Gas to be delivered FOB CITYGATE EXCEL ENERGY via FIRM OR FIRM EQUIVALENT TRANSPORTATION WITH SUPPLY MANAGEMENT from October 1, 2005 to September 30, 2008.

TOTAL QUANTITY 154,494

	Estimated Quantity	Unit Price	Total Estimated Price
FIXED PRICE WITH EPA:			
3020 AA SUPPLY INDEX PRICE	154,494	*	*
ESTIMATED QUANTITY UNIT PRICE TOTAL ESTIMATED PRICE			
FIXED PRICE WITH EPA:			
FIRM	154,494		
3020 AD WINTER ADJUSTMENT FACTOR	95,661	\$0.3030	\$28,985.28
3020 AE SUMMER ADJUSTMENT FACTOR	58,833	\$0.2390	\$14,061.09

EQ	FOR ULTIMATE DELIVERY TO	MDQ	SUMMER QUANTITY	WINTER QUANTITY
302001	NATIONAL CENTER FOR ATMOSPHERIC RESEARCH FIRM	296	58,833	95,661

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

(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
3020	CITYGATE EXCEL ENERGY	INSIDE FERC'S GAS MARKET REPORT	COLORADO INTERSTATE GAS CO.	Rocky Mountains	ALT I	June, 2005 \$5.48

3022 DEFENSE SUPPLY CENTER COLUMBUS, OH

NOTE : Line item 302201 and Line item 303601 are tied for evaluation and award. Offerors must offer on both items in order to be considered for award.

3022 Direct Supply Natural Gas to be delivered FOB CITYGATE COLUMBIA GAS OF OH via FIRM OR FIRM EQUIVALENT TRANSPORTATION WITH SUPPLY MANAGEMENT from October 01, 2005 to September 30, 2008.

TOTAL QUANTITY		661,656	Estimated Quantity	Unit Price	Total Estimated Price
FIXED PRICE WITH EPA:					
3022 AA	SUPPLY INDEX PRICE		661,656	*	*
FIXED PRICE WITH EPA:					
FIRM			661,656		
3022 AD	WINTER ADJUSTMENT FACTOR		543,249	\$0.7500	\$407,436.75
3022 AE	SUMMER ADJUSTMENT FACTOR		118,407	\$0.6450	\$76,372.52

EQ	FOR ULTIMATE DELIVERY TO	MDQ	SUMMER QUANTITY	WINTER QUANTITY
302201	DEFENSE SUPPLY CENTER COLUMBUS FIRM	1,058	118,407	543,249

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

(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
3022	CITYGATE COLUMBIA GAS OF OH	INSIDE FERC'S GAS MARKET REPORT	N/A	HENRY HUB	ALT I	June, 2005 \$6.13

3031 DOE FERMI NATIONAL ACCELERATOR LAB, IL

NOTE: Line item 303101 and Line item 303201 are tied for evaluation and award. Offerors must offer on both items in order to be considered for award.

DOE Fermi has no alternate fuel back-up capability, however under NICOR Rate 74 they do have 10 days of banked storage available for use.

3031 Direct Supply Natural Gas to be delivered FOB CITYGATE NICOR via FIRM OR FIRM EQUIVALENT TRANSPORTATION WITH SUPPLY MANAGEMENT AND LIMITED INTERRUPTIBLE TRANSPORTATION WITH SUPPLY MANAGEMENT from October 01, 2005 to September 30, 2008.

TOTAL QUANTITY 320,100

	Estimated Quantity	Unit Price	Total Estimated Price
FIXED PRICE WITH EPA:			
3031 AA SUPPLY INDEX PRICE	320,100	*	*
FIXED PRICE WITH EPA:			
FIRM	303,900	*	*
3031 AD WINTER ADJUSTMENT FACTOR	243,900	\$0.6800	\$165,852.00
3031 AE SUMMER ADJUSTMENT FACTOR	60,000	\$0.6800	\$40,800.00
LIMITED INTERRUPTIBLE			
3031 AG WINTER ADJUSTMENT FACTOR	NA	NA	NA
3031 AH SUMMER ADJUSTMENT FACTOR	16,200	\$0.6800	\$11,016.00

EQ	FOR ULTIMATE DELIVERY TO	MDQ	SUMMER QUANTITY	WINTER QUANTITY
303101	DOE FERMI NATIONAL ACCELERATOR LAB, IL			
	FIRM	911	60,000	243,900
	LIMITED INTERRUPTIBLE		16,200	0

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

(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
3031	CITYGATE NICOR	INSIDE FERC'S GAS MARKET REPORT	NATURAL GAS PIPELINE CO. OF AMERICA	MID-CONTINENT ZONE	ALT I	June, 2005 \$5.75

3032 DOE ARGONNE NATIONAL LAB, IL

NOTE: Line item 303201 and Line item 303101 are tied for evaluation and award. Offerors must offer on both items in order to be considered for award.

3032 Direct Supply Natural Gas to be delivered FOB CITYGATE NICOR via LIMITED INTERRUPTIBLE TRANSPORTATION WITH SUPPLY MANAGEMENT from October 01, 2005 to September 30, 2008.

TOTAL QUANTITY 2,304,744

	Estimated Quantity	Unit Price	Total Estimated Price
FIXED PRICE WITH EPA:			
3032 AA SUPPLY INDEX PRICE	2,304,744	*	*
FIXED PRICE WITH EPA:			
LIMITED INTERRUPTIBLE			
	2,304,744	*	*
3032 AG WINTER ADJUSTMENT FACTOR	1,163,010	\$0.6730	\$782,705.73
3032 AH SUMMER ADJUSTMENT FACTOR	1,141,734	\$0.6730	\$768,386.98

EQ FOR ULTIMATE DELIVERY TO	SUMMER QUANTITY	WINTER QUANTITY
303201 DOE ARGONNE NATIONAL LAB LIMITED INTERRUPTIBLE	1,141,734	1,163,010

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

(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
3032	CITYGATE NICOR	INSIDE FERC'S GAS MARKET REPORT	NATURAL GAS PIPELINE CO. OF AMERICA	MID-CONTINENT ZONE	ALT I	June, 2005 \$5.75

3033 U.S. RAILROAD RETIREMENT BOARD, IL

NOTE : Billing services shall be performed IAW Clause G702, BILLING SERVICES.

3033 Direct Supply Natural Gas to be delivered FOB CITYGATE PEOPLES GAS LIGHT via LIMITED INTERRUPTIBLE TRANSPORTATION WITH SUPPLY MANAGEMENT from October 01, 2005 to September 30, 2008.

TOTAL QUANTITY		58,500	Estimated Quantity	Unit Price	Total Estimated Price
FIXED PRICE WITH EPA:					
3033 AA	SUPPLY INDEX PRICE		58,500	*	*
FIXED PRICE WITH EPA:					
LIMITED INTERRUPTIBLE			58,500		
3033 AG	WINTER ADJUSTMENT FACTOR		45,300	\$0.6800	\$30,804.00
3033 AH	SUMMER ADJUSTMENT FACTOR		13,200	\$0.6800	\$8,976.00
EQ	FOR ULTIMATE DELIVERY TO		SUMMER QUANTITY	WINTER QUANTITY	
303302	U.S. RAILROAD RETIREMENT BOARD, IL LIMITED INTERRUPTIBLE		13,200	45,300	

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

(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
3033	CITYGATE PEOPLES GAS LIGHT	INSIDE FERC'S GAS MARKET REPORT	NATURAL GAS PIPELINE CO. OF AMERICA	MID-CONTINENT ZONE	ALT II	June, 2005 \$5.75

3036 DFAS COLUMBUS, OH

NOTE : Line item 303601 and Line item 302201 are tied for evaluation and award. Offerors must offer on both items in order to be considered for award.

3036 Direct Supply Natural Gas to be delivered FOB CITYGATE COLUMBIA GAS OF OHIO via FIRM OR FIRM EQUIVALENT TRANSPORTATION WITH SUPPLY MANAGEMENT from October 01, 2005 to September 30, 2008.

TOTAL QUANTITY 156,582

	Estimated Quantity	Unit Price	Total Estimated Price
FIXED PRICE WITH EPA:			
3036 AA SUPPLY INDEX PRICE	156,582	*	*
FIXED PRICE WITH EPA:			
FIRM	156,582		
3036 AD WINTER ADJUSTMENT FACTOR	112,032	\$0.7500	\$84,024.00
3036 AE SUMMER ADJUSTMENT FACTOR	44,550	\$0.6450	\$28,734.75

EQ	FOR ULTIMATE DELIVERY TO	MDQ	SUMMER QUANTITY	WINTER QUANTITY
303601	DFAS COLUMBUS FIRM	336	44,550	112,032

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

(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
3036	CITYGATE COLUMBIA GAS OF OHIO	INSIDE FERC'S GAS MARKET REPORT	N/A	HENRY HUB	ALT I	June, 2005 \$6.13

3041 VAMC ST. LOUIS, MO

NOTE: Line Item 3041-8a is reserved for sole source negotiations under the provisions of section 8(a) of the Small Business Act. Therefore, initially, only the 8(a) sole source offeror is eligible to submit an offer for LI 3041-8a. However, any size offeror may submit an offer for Line Item 3041-1. The successful offeror's price under LI 3041-1 will establish the "fair market price" (FMP) for LI 3041-8a, which the 8(a) marketer must accept in order to receive award for LI 3041-8a. In the event the 8(a) marketer is unable to accept the FMP, then award of 3041-8a will go to the successful offeror under LI 3041-1 at the originally awarded unit price.

VAMC St. Louis J.B. and J.C. Divisions are being reserved for negotiations under the provisions of section 8(a) of the Small Business Act. However, if these requirements are not awarded under the 8(a) program, they will be awarded under this solicitation IAW the procedures outlined in Clause L2.08-2, Instructions to Offerors - Commercial Items.

3041 Direct Supply Natural Gas to be delivered FOB CITYGATE LACLEDE GAS via **LIMITED INTERRUPTIBLE TRANSPORTATION WITH SUPPLY MANAGEMENT** from October 01, 2005 to September 30, 2008.

TOTAL QUANTITY 586,713

	Estimated Quantity	Unit Price	Total Estimated Price
FIXED PRICE WITH EPA:			
3041 AA SUPPLY INDEX PRICE	586,713	*	*
FIXED PRICE WITH EPA:			
LIMITED INTERRUPTIBLE	586,713		
3041 AG WINTER ADJUSTMENT FACTOR	364,713	\$0.2920	\$106,496.19
3041 AH SUMMER ADJUSTMENT FACTOR	222,000	\$0.2100	\$ 46,620.00

EQ FOR ULTIMATE DELIVERY TO	SUMMER QUANTITY	WINTER QUANTITY
304101 VAMC ST. LOUIS (J.B. DIVISION) LIMITED INTERRUPTIBLE	139,380	230,553
304102 VAMC ST. LOUIS (J.C. DIVISION) LIMITED INTERRUPTIBLE	82,620	134,160

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

(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
3041	CITYGATE LACLEDE GAS	NATURAL GAS INTELLIGENCE	MISSISSIPPI RIVER TRANSMISSION	N. Louisiana	ALT I	June, 2005 \$5.99

3048 BLUE GRASS ARMY DEPOT, KY

NOTE : Delta Natural Gas Co, Inc. will prepare a balance sheet each month to determine if an imbalance exists for the previous month. The contractor is required to make the necessary adjustments with each month's nomination to correct the imbalances.

3048 Direct Supply Natural Gas to be delivered FOB CITYGATE DELTA NATURAL GAS CO, INC via **FIRM OR FIRM EQUIVALENT TRANSPORTATION WITH SUPPLY MANAGEMENT** from October 01, 2005 to September 30, 2008.

TOTAL QUANTITY 194,727

	Estimated Quantity	Unit Price	Total Estimated Price
FIXED PRICE WITH EPA:			
3048 AA SUPPLY INDEX PRICE	194,727	*	*

	Estimated Quantity	Unit Price	Total Estimated Price
FIXED PRICE WITH EPA:			
FIRM	194,727		
3048 AD WINTER ADJUSTMENT FACTOR	154,845	\$0.5200	\$80,519.40
3048 AE SUMMER ADJUSTMENT FACTOR	39,882	\$0.5000	\$19,941.00

EQ	FOR ULTIMATE DELIVERY TO	MDQ	SUMMER QUANTITY	WINTER QUANTITY
304801	BLUE GRASS ARMY DEPOT FIRM	477	39,882	154,845

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

(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
3048	CITYGATE DELTA NATURAL GAS CO, INC	INSIDE FERC'S GAS MARKET REPORT	N/A	HENRY HUB	ALT I	June, 2005 \$6.13

**B700 ECONOMIC PRICE ADJUSTMENT - MARKET PRICE AND TRANSPORTATION (NATURAL GAS)
(DESC DEC 2004)**

(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, ALL transportation-related costs which includes ALL interstate/intrastate pipeline's fuel loss, overhead costs, and margin insofar as these costs vary from the SIP. Any local distribution company (LDC) fuel loss will be addressed by notes in the Schedule. 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>.

(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 550 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.

ALTERNATIVE II

The ceiling for each installation/activity shall be the applicable LDC's estimated price for natural gas delivered to the 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 the 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 no.	Delivery point	Publication/table	Pipeline where SIP is applicable	Location where SIP is applicable	Applicable ceiling provision	Supply Index Price Effective (month)

See Clause B1.06, SUPPLIES TO BE FURNISHED

(DESC 52.216-9F52)

B704 CONTRACT PRICE CONVERSION (NATURAL GAS) (DESC AUG 2004)

(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 quantity(ies) 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:

(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 - DESCRIPTION/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 F: DELIVERIES OR PERFORMANCE**F700 DELIVERIES AND PERFORMANCE (NATURAL GAS) (DESC AUG 2004)**

(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 the Schedule. 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 in the Schedule except pursuant to the EXTENSION PROVISIONS clause.

(d) **REFUSED OR ACCEPTED QUANTITIES.**

(1) **REFUSED 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 shall not be obligated to pay for the undelivered supply.

(2) **ACCEPTED BY LDC.** 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 lesser of the contract price or the LDC cash out 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 or over delivery results in a charge and/or penalty pursuant to an applicable LDC's and/or pipeline's 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).

(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 limited interruptible or interruptible requirements, the Contractor must provide written documentation from the pipeline verifying the capacity curtailment or recall and shall take the following actions within two hours of the pipeline carrier's notification of a capacity curtailment or recall of released firm capacity:

- (i) Notify the Ordering Officer at each location affected by the curtailment or recall;
- (ii) Notify the DESC Contracting Officer.

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 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. If the alternate plan is approved, the contract will be modified accordingly.

(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 the Contractor's gas supplies do not reach the installation, the Contractor shall be exempt from any liability for nondelivery of gas supplies. The Contractor shall be responsible for documenting the LDC curtailment and providing notification per (b)(i) and (ii) 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. The Contractor shall be responsible for documenting the nature of the LDC curtailment and providing notification per (b)(i) and (ii) 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 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 AUG 2004)

(a) **GENERAL.** Unless otherwise specified in the Schedule, the Contractor shall provide natural gas supply management to the burnertip to include nomination of ordered supplies to the pipeline and/or local distribution company (LDC), and balancing of the installation's requirement with the LDC or, in cases where there is no LDC, with the pipeline. Supply management includes management of the storage bank, when available in the most economical way for the Government.

(b) **GAS ORDERING PROCEDURES.** See the GAS ORDERING PROCEDURES (NATURAL GAS) clause.

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

(d) **Balancing** means to manage deliveries to ensure the installations are not penalized or incur additional costs as a result of over or under deliveries. The Contractor shall at all times adhere to the tariff, agreements, rules and regulations of the applicable LDC and/or pipeline. Any 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.

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

(i) The Contractor shall establish, immediately upon award, all communication channels necessary to ensure 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 will 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) Telemetering;

(ii) The LDC electronic bulletin board; or, in the even neither (i) or (ii) is available,

(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 two working days 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.

(e) **PENALTIES AND IMBALANCES.** See the DELIVERIES AND PERFORMANCE (NATURAL GAS) clause.

(f) **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)

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

(a) METHOD OF PAYMENT.

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

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

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

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

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

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

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

(e) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.

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

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

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

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

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

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

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

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

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

(FAR 52.232-33)

(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)

G700 SUBMISSION OF INVOICES FOR PAYMENT (NATURAL GAS) (DESC AUG 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) **Contractor** means the party responsible for invoicing for natural gas deliveries identified in the Schedule.

(i) 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 (c) below.

(ii) 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.

(2) **Invoice Certifying Office** means the office responsible for reviewing and certifying the Contractor's invoice for payment.

(i) Invoices will be submitted via electronic or non-electronic means as required by the applicable Invoice Certifying Office.

(ii) 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, the Government will pay the lesser of the two quantities.

(iii) The Government has the right to—

(A) Unilaterally adjust the downward quantities indicated on the Contractor's invoice downward 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

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

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

(3) **Payment Office** means the office responsible for making payment to the Contractor.
 (c)

<u>Line Item/ Subline Item Number</u>	<u>Invoice Certifying Office</u>	<u>Payment Office</u>	<u>Contract Administrator</u>
1022	Defense Energy Support Center (DESC-AER) 8725 John J. Kingman Road, Suite 3827 Ft Belvoir, VA 22060-6222 Phone: 703.767.8541 Fax: 703.767.8757	DFAS-CO-BVDFB/CC PO Box 182317 Columbus, OH 43218-6250 Phone: 614.693.7550 FAX: 614.693.2473	DESC-AEP Defense Energy Support Center 8725 John Kingman Road Suite 3830 Fort Belvoir, VA 22060-6222 FAX: 703-767-8757
1056	DESC-AER Defense Energy Support Center 8725 John Kingman Road Suite 3830 Attn: Bruce Byrd Fort Belvoir, VA 22060-6222 Phone: 703.767.8541 Fax: 703.767.8757	DFAS Columbus DFAS-CO-BVDFB/CC PO Box 182317 Columbus, OH 43218-6250 Phone: 614.693.7550 Fax: 614.693.2473	DESC-AEP Defense Energy Support Center 8725 John Kingman Road Suite 3830 Fort Belvoir, VA 22060-6222 FAX: 703-767-8757
1057	DESC-AER Defense Energy Support Center 8725 John Kingman Road Suite 3830 Attn: Bruce Byrd Fort Belvoir, VA 22060-6222 Phone: 703.767.8541 Fax: 703.767.8757	DFAS Columbus DFAS-CO-BVDFB/CC PO Box 182317 Columbus, OH 43218-6250 Phone: 614.693.7550 Fax: 614.693.2473	DESC-AEP Defense Energy Support Center 8725 John Kingman Road Suite 3830 Fort Belvoir, VA 22060-6222 FAX: 703-767-8757
3015	Remedy Support Office Trailer Z84 Attn: Betty French Commerce City, CO 80022-1748 Phone: 303.289.0326 Fax: 303.289.0106	R.I. Rock Island Arsenal B-68 Rodman Road DFAS-RI-FPV Rock Island, IL 61299 Phone : 309.782.9991 Fax : 309.782.9994	DESC-AEP Defense Energy Support Center 8725 John Kingman Road Suite 3830 Fort Belvoir, VA 22060-6222 FAX: 703-767-8757
3016	460 CES/CERF Attn : Jerry Heflin DFAS Utilities 660 S. Aspen Street (MS86) Buckley AFB, CO 80011-9551 Phone: 303-677-9305 Fax: 303-677-9834	DFAS-BVD/DY (F03000) P.O. Box 369024 Attn: Dayton Documents Columbus, OH 43236-9024 Phone: 800.756.4571 Fax: 614.693.0808	DESC-AEP Defense Energy Support Center 8725 John Kingman Road Suite 3830 Fort Belvoir, VA 22060-6222 FAX: 703-767-8757
3020	Barbara Petruzzi P.O. Box 3000 Boulder, CO 80303 Phone: 303.497.8876 Fax: 303.497.8501	Angie Yarbough P.O. Box 3000 Boulder, CO 80307 Phone: 303.497.8876 Fax: 303-497.8520	DESC-AEP Defense Energy Support Center 8725 John Kingman Road Suite 3830 Fort Belvoir, VA 22060-6222 FAX: 703-767-8757
3022	Defense Supply Center – CO (DSCC- WI) 3990 E. Broad Street, Bldg 308 P.O. Box 3990 Columbus, OH 43216-5000 Phone: 614-692-6733 Fax: 614-692-3093	Defense Finance Accounting Service DFAS-BVDW/CC 3990 E. Broad Street, Bldg 21 Whitehall, OH 43213-5000 Phone: 800-453-9381 Fax: None	DESC-AEP Defense Energy Support Center 8725 John Kingman Road Suite 3830 Fort Belvoir, VA 22060-6222 FAX: 703-767-8757

3031	DOE Fermi National Accelerator Lab, IL MS 112 P.O. Box 500 Batavia, IL 60510-0500 Phone: 630.840.3243 Fax: 630.840.2528	DOE Fermi National Accelerator Lab, IL MS 112 P.O. Box 500 Batavia, IL 60510-0500 Phone: 630.840.3243 Fax: 630.840.2528	DESC-AEP Defense Energy Support Center 8725 John Kingman Road Suite 3830 Fort Belvoir, VA 22060-6222 FAX: 703-767-8757
3032	Assistant CFO, Argonne National Lab 9700 S. Cass Ave, Bldg 201 Argonne, IL 60439-4873 Phone: 630.252.6844 Fax: 630.252.6397	Assistant CFO, Argonne National Lab 9700 S. Cass Ave, Bldg 201 Argonne, IL 60439-4873 Phone: 630.252.6844 Fax: 630.252.6397	DESC-AEP Defense Energy Support Center 8725 John Kingman Road Suite 3830 Fort Belvoir, VA 22060-6222 FAX: 703-767-8757
3033	U.S. Railroad Retirement Board, BSS 844 North Rush Street, 9 th FL S.W. Attn: Scott Rush Chicago, IL 60611 Phone: 312.751.4566 Fax: 312.751.4999	U.S. Railroad Retirement Board, BSS 844 North Rush Street, 9 th FL S.W. Attn: Scott Rush Chicago, IL 60611 Phone: 312.751.4566 Fax: 312.751.4999	DESC-AEP Defense Energy Support Center 8725 John Kingman Road Suite 3830 Fort Belvoir, VA 22060-6222 FAX: 703-767-8757
3036	Defense Supply Ctr, Columbus (DSCC- WB) 3990 E. Broad Street, Bldg 308 P.O. Box 3990 Columbus, OH 43219-5000 Phone: 614.692.1976 Fax: 614.692.3093	Defense Finance & Accounting Service DFAS-CO-LCNB P.O. Box 369016 Columbus, OH 43236-9016 Phone: 800.453.9381 Fax: None	DESC-AEP Defense Energy Support Center 8725 John Kingman Road Suite 3830 Fort Belvoir, VA 22060-6222 FAX: 703-767-8757
3041	VAMC St Louis Attn: David Merrit #1 Jefferson Barracks Dr. St Louis, MO 63125 Phone: 314.289.6437 Fax: 314.289.6545	Financial Services Center Dept of Veterans Affairs P.O. Box 149975 Austin, TX 78714 Phone: 512.460.5380 Fax: 512.460.5432	DESC-AEP Defense Energy Support Center 8725 John Kingman Road Suite 3830 Fort Belvoir, VA 22060-6222 FAX: 703-767-8757
3048	Blue Grass Army Depot Attn: SJMBG-RE (Linda Haller) 2091 Kingston Highway Richmond, KY 40475-5101 Phone: 859.779.6843 Fax: 859.779.6320	Defense Finance and Accounting Service Attn: DFAS-N/RI (Mailroom) Building 68 Rock Island, IL 61299-8000 Phone: 309.782.9203 FAX: 309.782.9994	DESC-AEP Defense Energy Support Center 8725 John Kingman Road Suite 3830 Fort Belvoir, VA 22060-6222 FAX: 703-767-8757

(DESC 52.232-9FD5)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

**H700 TRANSPORTATION ASSISTANCE AND NOTIFICATION OF TARIFF/RATE CHANGES (NATURAL GAS)
(DESC AUG 2004)**

- (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.
- (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)

PART II - CONTRACT CLAUSES

SECTION I: CONTRACT CLAUSES

11.03-6 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (NATURAL GAS) (DESC MAY 2005)

(a) **INSPECTION/ACCEPTANCE.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. Acceptance occurs at the delivery point stated in the Schedule. 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 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 the supplies pass to the Government at the delivery point as stated in the Schedule. 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 at 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. 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).** See the **CENTRAL CONTRACTOR REGISTRATION (ALTERNATE A)** clause.

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

11.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JUN 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is 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 (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 (Jun 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 (Jun 2003) of 52.219-5.

(5) (i) 52.219-6, Notice of Total Small Business Set-Aside (Jun 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 (Jun 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 (May 2004) (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 (Jun 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 (Jun 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).

(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

(14) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).

(15) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

- (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (18) 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).
- (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (20) 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).
- (21) (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)).
- (22) 52.225-1, Buy American Act – Supplies (Jun 2003) (41 U.S.C. 10a-10d).
- (23) (i) 52.225-3, Buy American Act – Free Trade Agreements – 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.
- (24) 52.225-5, Trade Agreements (Jun 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (25) 52.225-13, Restriction 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).
- (26) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
- (27) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
- (28) 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)).
- (29) 52.232-30, Installation Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (30) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (31) 52.232-34, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (32) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- (33) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (34) (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 1984) of 52.247-64.

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

[Contracting Officer shall 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 Agreement (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 (May 2004) (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 (Jun 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.).

(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)

11.05

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 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.

252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

252.225-7001 Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004);
(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).

252.225-7021 Trade Agreements (JAN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

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 (JAN 2004) (10 U.S.C. 2227).

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)

11.07 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 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.

(ii) 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 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:

SOLICITATION PROVISION NUMBER	REGULATORY NUMBER	PROVISION TITLE
N/A		
(2) CONTRACT CLAUSE NUMBER	REGULATORY NUMBER	CLAUSE TITLE
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
K1.06	FAR 52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

(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 procurement 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 procurement 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)

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

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

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after 30 days after the end of the contract ordering period.

(FAR 52.216-21)

1171.01-4 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)

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

Indian means--

(1) Any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau Of Indian Affairs (BIA) in accordance with 25 U.S.C 1452(c); and

(2) Any Native as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.).

Individual organization means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C. Chapter 17.

Indian-owned economic enterprise means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

Interested party means a Contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontractor or by the failure to award a subcontract.

Native Hawaiian small business concern means an entity that is--

(1) A small business concern as defined in Section 3 of the Small Business Act (15 U.S.C. 632) and relevant implementing regulations; and

(2) Owned and controlled by a Native Hawaiian as defined in 25 U.S.C. 4221(9).

(b) The Contractor shall use its best efforts to give Indian organizations, Indian-owned economic enterprises, and Native Hawaiian small business concerns the maximum practicable opportunity to participate in the subcontractor it awards, to the fullest extent consistent with efficient performance of the contract.

(c) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status.

(d) In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to--

(1) For matters relating to Indian organizations or Indian-owned economic enterprises:

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
ATTN: CHIEF, DIVISION OF CONTRACTING, AND

GRANTS ADMINISTRATION
1849 C STREET NW, MS-2626-MIB
WASHINGTON, DC 20240-4000

The BIA will determine the eligibility and will notify the Contracting Officer.'

- (2) For matters relating to Native Hawaiian small business concerns:

DEPARTMENT OF HAWAIIAN HOME LANDS
PO BOX 1879
HONOLULU, HI 96805

The Department of Hawaiian Home Lands will determine the eligibility and will notify the Contracting Officer.

- (e) No incentive payment will be made--

- (1) While a challenge is pending; or
(2) If a subcontractor is determined to be an ineligible participant.

(f) (1) The Contractor, on its own behalf or on the behalf of a subcontractor at any tier, may request an incentive payment in accordance with this clause.

(2) The incentive amount that may be requested is 5 percent of the estimated cost, target cost, or fixed price included in the subcontract at the time of award to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(3) In the case of a subcontract for commercial items, the Contractor may receive an incentive payment only if the subcontracted items are produced or manufactured in whole or in part by an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(4) The Contractor has the burden of providing the amount claimed and shall assert its request for an incentive payment prior to completion of contract performance.

(5) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the estimated cost, target cost, or fixed price included in the subcontract awarded to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(6) If the Contractor requests and receives an incentive payment on behalf of a subcontractor, the Contractor is obligated to pay the subcontractor the incentive amount.

(g) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts exceeding \$500,000.

(DFARS 252.226-7001)

I209.08 EXTENSION PROVISIONS (NATURAL GAS) (DESC AUG 2004)

(a) For line items priced as fixed-price with economic price adjustment, the Government reserves the right to unilaterally extend performance one or more times in accordance with the existing contracting terms and provisions, so long as the total additional performance does not exceed six months.

(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.

(c) Notice of unilateral contract extension or request for bilateral extension will be furnished to the Contractor not later than 45 days prior to the expiration of the contract or any extension thereof. However, nothing in this clause precludes the Contractor from agreeing to an extension of the contract if the Government fails to issue the notice prior to 45 days.

(DESC 52.217-9F30)

I229 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 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)

I700 GAS ORDERING PROCEDURES (NATURAL GAS) (DESC SEP 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 or orally with verbal orders being confirmed by a written delivery order within one day. 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 specified in the consumption data of the contract will serve as the Government's order unless superceded 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 two 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/under consume or increase or decrease 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 of the monthly order. When supply management is required, 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 the additional delivery is necessary to meet the Government's requirements.

(2) If the Government consumes less than the monthly order, less 10 percent, or decreases the monthly order by 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 or decreased 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.

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

<u>Line Item/ Subline Item Number</u>	<u>Ordering Office</u>
1022	Defense Energy Support Center (DESC-AER) 8725 John J. Kingman Road, Suite 3827 Fort Belvoir, VA 22060-6222 Phone: 703.767.8541 FAX: 703.767.8757
1056	Defense Energy Support Center (DESC-AER) 8725 John J. Kingman Road, Suite 3827 Fort Belvoir, VA 22060-6222 Phone: 703.767.8541 FAX: 703.767.8757
1057	Defense Energy Support Center (DESC-AER) 8725 John J. Kingman Road, Suite 3827 Fort Belvoir, VA 22060-6222 Phone: 703.767.8541 FAX: 703.767.8757

3015	Contract Division Bldg 111 Commerce City, CO 80022-1748 Phone: 303.289.0326 Fax: 303.289.0106
3016	460 CES/CERF Attn: Lt Christopher White 660 S. Aspen St (MS86) Buckley AFB, CO 80011-9551 Phone: 303.677.9327 Fax: 303.677.6502
3020	John Pereira 1850 Table Mesa Dr. Boulder, CO 80303 Phone: 303.497.1128 Fax: 303.497.8520
3022	Defense Supply Center, Columbus DSCC-PSBA P.O. Box 16704 Columbus, OH 43216-5000 Phone: 614.692.3430 Fax: 614.692.6256
3031	U.S. Department of Energy Fermi Group P.O. Box 2000, MS 118 Batavia, IL 60510-2000 Phone: 630.840.4288 Fax: 630.840.3285
3032	PFS/US Argonne National Laboratory 9700 S. Cass Ave, Bldg 114 Argonne, IL 60439-4873 Phone: 630.252.7922 Fax: 630.252.8630
3033	U.S. Railroad Retirement Board, BSS 844 North Rush Street, 9 th FL S.W. Attn: Scott Rush Chicago, IL 60611 Phone: 312.751.4844 Fax: 312.751.4923
3036	Defense Supply Center, Columbus DSCC-PSBA P.O. Box 16704 Columbus, OH 43216.5010 Phone: 614.692.3430 Fax: 614.692.6256
3041	VAMC St. Louis (J.B./J.C. Division) Attn: David Merritt #1 Jefferson Barracks Rd St. Louis, MO 63125 Phone: 314.289.6437 Fax: 314.289.6545
3048	Blue Grass Army Depot Attn: SJMBG-PW 2091 Kingston Highway Richmond, KY 40475-5060

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	Phone: 859.779.6572 Fax: 859.779.6465
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2002	Richard A. Y. 4147-2000 2001 Harrison Highway Richmond, KY 40471-2000
2003	Don Thomas Energy Corp c/o 214-501-7400 Phone: 314-299-0001 Fax: 314-299-0001
2004	4) Jefferson Hardware c/o David Martin 214-607-0526 Phone: 314-607-0526 Fax: 314-607-0526
2005	2) AARC SE Local (BNC District) c/o David Martin 214-607-0526 Phone: 314-607-0526 Fax: 314-607-0526
2006	2) AARC SE Local (BNC District) c/o David Martin 214-607-0526 Phone: 314-607-0526 Fax: 314-607-0526
2007	2) AARC SE Local (BNC District) c/o David Martin 214-607-0526 Phone: 314-607-0526 Fax: 314-607-0526
2008	2) AARC SE Local (BNC District) c/o David Martin 214-607-0526 Phone: 314-607-0526 Fax: 314-607-0526
2009	2) AARC SE Local (BNC District) c/o David Martin 214-607-0526 Phone: 314-607-0526 Fax: 314-607-0526
2010	2) AARC SE Local (BNC District) c/o David Martin 214-607-0526 Phone: 314-607-0526 Fax: 314-607-0526
2011	2) AARC SE Local (BNC District) c/o David Martin 214-607-0526 Phone: 314-607-0526 Fax: 314-607-0526
2012	2) AARC SE Local (BNC District) c/o David Martin 214-607-0526 Phone: 314-607-0526 Fax: 314-607-0526
2013	2) AARC SE Local (BNC District) c/o David Martin 214-607-0526 Phone: 314-607-0526 Fax: 314-607-0526
2014	2) AARC SE Local (BNC District) c/o David Martin 214-607-0526 Phone: 314-607-0526 Fax: 314-607-0526
2015	2) AARC SE Local (BNC District) c/o David Martin 214-607-0526 Phone: 314-607-0526 Fax: 314-607-0526
2016	2) AARC SE Local (BNC District) c/o David Martin 214-607-0526 Phone: 314-607-0526 Fax: 314-607-0526
2017	2) AARC SE Local (BNC District) c/o David Martin 214-607-0526 Phone: 314-607-0526 Fax: 314-607-0526
2018	2) AARC SE Local (BNC District) c/o David Martin 214-607-0526 Phone: 314-607-0526 Fax: 314-607-0526
2019	2) AARC SE Local (BNC District) c/o David Martin 214-607-0526 Phone: 314-607-0526 Fax: 314-607-0526
2020	2) AARC SE Local (BNC District) c/o David Martin 214-607-0526 Phone: 314-607-0526 Fax: 314-607-0526
2021	2) AARC SE Local (BNC District) c/o David Martin 214-607-0526 Phone: 314-607-0526 Fax: 314-607-0526
2022	2) AARC SE Local (BNC District) c/o David Martin 214-607-0526 Phone: 314-607-0526 Fax: 314-607-0526
2023	2) AARC SE Local (BNC District) c/o David Martin 214-607-0526 Phone: 314-607-0526 Fax: 314-607-0526
2024	2) AARC SE Local (BNC District) c/o David Martin 214-607-0526 Phone: 314-607-0526 Fax: 314-607-0526
2025	2) AARC SE Local (BNC District) c/o David Martin 214-607-0526 Phone: 314-607-0526 Fax: 314-607-0526
2026	2) AARC SE Local (BNC District) c/o David Martin 214-607-0526 Phone: 314-607-0526 Fax: 314-607-0526
2027	2) AARC SE Local (BNC District) c/o David Martin 214-607-0526 Phone: 314-607-0526 Fax: 314-607-0526
2028	2) AARC SE Local (BNC District) c/o David Martin 214-607-0526 Phone: 314-607-0526 Fax: 314-607-0526
2029	2) AARC SE Local (BNC District) c/o David Martin 214-607-0526 Phone: 314-607-0526 Fax: 314-607-0526
2030	2) AARC SE Local (BNC District) c/o David Martin 214-607-0526 Phone: 314-607-0526 Fax: 314-607-0526

(DESC 52.216-9FD1)

Consumption Data Sheets

LINE ITEM NUMBER 102201
 YEAR 1, 2, 3
 INSTALLATION CARLISLE BARRACKS, PA
 TRANSPORTATION F

MONTH	Total Quantity	Curtailment Days per Month	EPA Estimated Quantity	Monthly Buy
JANUARY	9,833	0	9,833	
FEBRUARY	7,763	0	7,763	
MARCH	6,620	0	6,620	
APRIL	4,543	0	4,543	
MAY	3,574	0	3,574	
JUNE	1,247	0	1,247	
JULY	958	0	958	
AUGUST	1,104	0	1,104	
SEPTEMBER	2,742	0	2,742	
OCTOBER	8,472	0	8,472	
NOVEMBER	11,704	0	11,704	
DECEMBER	11,530	0	11,530	

LINE ITEM NUMBER 105601
 YEAR 1, 2, 3
 INSTALLATION NAVAL SUPPORT ACTIVITY, MECHANICSBURG
 TRANSPORTATION F

MONTH	Total Quantity	Curtailment Days per Month	EPA Estimated Quantity	Monthly Buy
JANUARY	3,096	0	3,096	
FEBRUARY	4,167	0	4,167	
MARCH	3,415	0	3,415	
APRIL	2,534	0	2,534	
MAY	1,125	0	1,125	
JUNE	500	0	500	
JULY	266	0	266	
AUGUST	239	0	239	
SEPTEMBER	102	0	102	
OCTOBER	134	0	134	
NOVEMBER	217	0	217	
DECEMBER	1,861	0	1,861	

LINE ITEM NUMBER 105701
 YEAR 1, 2, 3
 INSTALLATION DDSP NEW CUMBERLAND
 TRANSPORTATION F

MONTH	Total Quantity	Curtailment Days per Month	EPA Estimated Quantity	Monthly Buy
JANUARY	1,550	0	1,550	
FEBRUARY	1,700	0	1,700	
MARCH	900	0	900	
APRIL	800	0	800	
MAY	800	0	800	
JUNE	500	0	500	
JULY	300	0	300	
AUGUST	300	0	300	
SEPTEMBER	700	0	700	
OCTOBER	850	0	850	
NOVEMBER	2,100	0	2,100	
DECEMBER	2,500	0	2,500	

LINE ITEM NUMBER 301502

YEAR 1, 2, 3
 INSTALLATION ROCKY MOUNT ARSENAL
 TRANSPORTATION F

MONTH	Total Quantity	Curtailment Days per Month	EPA Estimated Quantity	Monthly Buy
JANUARY	4,200	0	4,200	
FEBRUARY	4,000	0	4,000	
MARCH	3,800	0	3,800	
APRIL	3,200	0	3,200	
MAY	1,892	0	1,892	
JUNE	790	0	790	
JULY	600	0	600	
AUGUST	461	0	461	
SEPTEMBER	891	0	891	
OCTOBER	2,200	0	2,200	
NOVEMBER	3,200	0	3,200	
DECEMBER	4,000	0	4,000	

LINE ITEM NUMBER 301601
 YEAR 1, 2, 3
 INSTALLATION DFAS DENVER
 TRANSPORTATION LI

MONTH	Total Quantity	Curtailment Days per Month	EPA Estimated Quantity	Monthly Buy
JANUARY	6,500	3	6,500	
FEBRUARY	5,500	3	5,500	
MARCH	6,500	3	6,500	
APRIL	5,000	6	5,000	
MAY	3,500	6	3,500	
JUNE	2,500	6	2,500	
JULY	2,000	6	2,000	
AUGUST	2,000	6	2,000	
SEPTEMBER	2,000	6	2,000	
OCTOBER	4,500	6	4,500	
NOVEMBER	5,500	3	5,500	
DECEMBER	6,500	3	6,500	

LINE ITEM NUMBER 302001
 YEAR 1
 INSTALLATION NATIONAL CENTER FOR ATMOSPHERIC RESEARCH
 TRANSPORTATION F

MONTH	Total Quantity	Curtailment Days per Month	EPA Estimated Quantity	Monthly Buy
JANUARY	7,367	0	7,367	
FEBRUARY	7,218	0	7,218	
MARCH	6,350	0	6,350	
APRIL	5,179	0	5,179	
MAY	3,882	0	3,882	
JUNE	2,371	0	2,371	
JULY	1,903	0	1,903	
AUGUST	1,387	0	1,387	
SEPTEMBER	1,744	0	1,744	
OCTOBER	0	0	0	
NOVEMBER	3,500	0	3,500	
DECEMBER	5,652	0	5,652	

LINE ITEM NUMBER 302001
 YEAR 2, 3
 INSTALLATION NATIONAL CENTER FOR ATMOSPHERIC RESEARCH
 TRANSPORTATION F

MONTH	Total Quantity	Curtailment Days per Month	EPA Estimated Quantity	Monthly Buy
JANUARY	7,367	0	7,367	
FEBRUARY	7,218	0	7,218	
MARCH	6,350	0	6,350	
APRIL	5,179	0	5,179	
MAY	3,882	0	3,882	
JUNE	2,371	0	2,371	
JULY	1,903	0	1,903	
AUGUST	1,387	0	1,387	
SEPTEMBER	1,744	0	1,744	
OCTOBER	3,145	0	3,145	
NOVEMBER	4,500	0	4,500	
DECEMBER	7,352	0	7,352	

LINE ITEM NUMBER 302201
 YEAR 1
 INSTALLATION DEFENSE SUPPLY CENTER COLUMBUS
 TRANSPORTATION F

MONTH	Total Quantity	Curtailment Days per Month	EPA Estimated Quantity	Monthly Buy
JANUARY	56,188	0	56,188	
FEBRUARY	50,527	0	50,527	
MARCH	47,532	0	47,532	
APRIL	31,343	0	31,343	
MAY	4,196	0	4,196	
JUNE	3,407	0	3,407	
JULY	279	0	279	
AUGUST	347	0	347	
SEPTEMBER	299	0	299	
OCTOBER	1,792	0	1,792	
NOVEMBER	13,547	0	13,547	
DECEMBER	23,367	0	23,367	

LINE ITEM NUMBER 302201
 YEAR 2, 3
 INSTALLATION DEFENSE SUPPLY CENTER COLUMBUS
 TRANSPORTATION F

MONTH	Total Quantity	Curtailment Days per Month	EPA Estimated Quantity	Monthly Buy
JANUARY	51,745	0	51,745	
FEBRUARY	46,532	0	46,532	
MARCH	43,771	0	43,771	
APRIL	28,865	0	28,865	
MAY	3,865	0	3,865	
JUNE	3,138	0	3,138	
JULY	257	0	257	
AUGUST	320	0	320	
SEPTEMBER	276	0	276	
OCTOBER	1,651	0	1,651	
NOVEMBER	12,476	0	12,476	
DECEMBER	21,520	0	21,520	

LINE ITEM NUMBER 303101
 YEAR 1,2,3
 INSTALLATION DOE FERMI NATIONAL ACCELERATOR LAB, IL
 TRANSPORTATION F

Curtailment EPA

MONTH	Total Quantity	Days per Month	Estimated Quantity	Monthly Buy
JANUARY	19,300	0	19,300	
FEBRUARY	15,500	0	15,500	
MARCH	12,500	0	12,500	
APRIL	10,000	0	10,000	
MAY	5,000	0	5,000	
JUNE	0	0	0	
JULY	0	0	0	
AUGUST	0	0	0	
SEPTEMBER	0	0	0	
OCTOBER	5,000	0	5,000	
NOVEMBER	14,000	0	14,000	
DECEMBER	20,000	0	20,000	

LINE ITEM NUMBER 303101
 YEAR 1,2,3
 INSTALLATION DOE FERMI NATIONAL ACCELERATOR LAB, IL
 TRANSPORTATION LI

MONTH	Total Quantity	Curtailment Days per Month	EPA Estimated Quantity	Monthly Buy
JANUARY	0	0	0	
FEBRUARY	0	0	0	
MARCH	0	0	0	
APRIL	0	0	0	
MAY	0	0	0	
JUNE	1,500	5	1,500	
JULY	1,200	3	1,200	
AUGUST	1,200	3	1,200	
SEPTEMBER	1,500	3	1,500	
OCTOBER	0	0	0	
NOVEMBER	0	0	0	
DECEMBER	0	0	0	

LINE ITEM NUMBER 303201
 YEAR 1,2,3
 INSTALLATION DOE ARGONNE NATIONAL LAB
 TRANSPORTATION LI

MONTH	Total Quantity	Curtailment Days per Month	EPA Estimated Quantity	Monthly Buy
JANUARY	59,000	3	59,000	
FEBRUARY	50,000	3	50,000	
MARCH	107,200	3	107,200	
APRIL	74,752	3	74,752	
MAY	56,712	7	56,712	
JUNE	39,806	5	39,806	
JULY	37,109	3	37,109	
AUGUST	37,120	3	37,120	
SEPTEMBER	61,094	3	61,094	
OCTOBER	73,985	3	73,985	
NOVEMBER	98,870	3	98,870	
DECEMBER	72,600	3	72,600	

LINE ITEM NUMBER 303302
 YEAR 1, 2, 3
 INSTALLATION U.S. RAILROAD RETIREMENT BOARD, IL
 TRANSPORTATION LI

MONTH	Total Quantity	Curtailment Days per Month	EPA Estimated Quantity	Monthly Buy
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JANUARY	2,900	3	2,900
FEBRUARY	3,000	3	3,000
MARCH	2,700	3	2,700
APRIL	2,150	3	2,150
MAY	600	7	600
JUNE	300	5	300
JULY	80	3	80
AUGUST	70	3	70
SEPTEMBER	300	3	300
OCTOBER	900	3	900
NOVEMBER	3,000	3	3,000
DECEMBER	3,500	3	3,500

LINE ITEM NUMBER 303601
 YEAR 1, 2, 3
 INSTALLATION DFAS COLUMBUS
 TRANSPORTATION F

MONTH	Total Quantity	Curtailment Days per Month	EPA Estimated Quantity	Monthly Buy
JANUARY	9,098	0	9,098	
FEBRUARY	9,318	0	9,318	
MARCH	7,312	0	7,312	
APRIL	5,718	0	5,718	
MAY	4,295	0	4,295	
JUNE	2,150	0	2,150	
JULY	1,550	0	1,550	
AUGUST	100	0	100	
SEPTEMBER	50	0	50	
OCTOBER	987	0	987	
NOVEMBER	2,627	0	2,627	
DECEMBER	8,989	0	8,989	

LINE ITEM NUMBER 304101
 YEAR 1, 2, 3
 INSTALLATION VAMC ST. LOUIS
 TRANSPORTATION LI

MONTH	Total Quantity	Curtailment Days per Month	EPA Estimated Quantity	Monthly Buy
JANUARY	17,000	0	17,000	
FEBRUARY	15,000	0	15,000	
MARCH	16,095	0	16,095	
APRIL	7,480	0	7,480	
MAY	7,595	0	7,595	
JUNE	5,635	0	5,635	
JULY	4,588	0	4,588	
AUGUST	5,250	0	5,250	
SEPTEMBER	6,000	0	6,000	
OCTOBER	9,912	0	9,912	
NOVEMBER	11,706	0	11,706	
DECEMBER	17,050	0	17,050	

LINE ITEM NUMBER 304102
 YEAR 1, 2, 3
 INSTALLATION VAMC ST. LOUIS
 TRANSPORTATION LI

MONTH	Total Quantity	Curtailment Days per Month	EPA Estimated Quantity	Monthly Buy
JANUARY	10,075	0	10,075	
FEBRUARY	9,500	0	9,500	
MARCH	9,000	0	9,000	

APRIL	4,500	0	4,500
MAY	3,900	0	3,900
JUNE	3,800	0	3,800
JULY	3,500	0	3,500
AUGUST	3,140	0	3,140
SEPTEMBER	3,600	0	3,600
OCTOBER	5,100	0	5,100
NOVEMBER	7,000	0	7,000
DECEMBER	9,145	0	9,145

LINE ITEM NUMBER 304801
 YEAR 1, 2, 3
 INSTALLATION BLUE GRASS ARMY DEPOT
 TRANSPORTATION F

MONTH	Total Quantity	Curtailment Days per Month	EPA Estimated Quantity
JANUARY	14,773	0	14,773
FEBRUARY	13,244	0	13,244
MARCH	10,267	0	10,267
APRIL	10,501	0	10,501
MAY	691	0	691
JUNE	560	0	560
JULY	236	0	236
AUGUST	262	0	262
SEPTEMBER	206	0	206
OCTOBER	838	0	838
NOVEMBER	4,774	0	4,774
DECEMBER	8,557	0	8,557

MONTH	Total Quantity	Curtailment Days per Month	EPA Estimated Quantity	Monthly Buy
JANUARY	14,773	0	14,773	
FEBRUARY	13,244	0	13,244	
MARCH	10,267	0	10,267	
APRIL	10,501	0	10,501	
MAY	691	0	691	
JUNE	560	0	560	
JULY	236	0	236	
AUGUST	262	0	262	
SEPTEMBER	206	0	206	
OCTOBER	838	0	838	
NOVEMBER	4,774	0	4,774	
DECEMBER	8,557	0	8,557	

MONTH	Total Quantity	Curtailment Days per Month	EPA Estimated Quantity	Monthly Buy
JANUARY	14,773	0	14,773	
FEBRUARY	13,244	0	13,244	
MARCH	10,267	0	10,267	
APRIL	10,501	0	10,501	
MAY	691	0	691	
JUNE	560	0	560	
JULY	236	0	236	
AUGUST	262	0	262	
SEPTEMBER	206	0	206	
OCTOBER	838	0	838	
NOVEMBER	4,774	0	4,774	
DECEMBER	8,557	0	8,557	

MONTH	Total Quantity	Curtailment Days per Month	EPA Estimated Quantity	Monthly Buy
JANUARY	14,773	0	14,773	
FEBRUARY	13,244	0	13,244	
MARCH	10,267	0	10,267	
APRIL	10,501	0	10,501	
MAY	691	0	691	
JUNE	560	0	560	
JULY	236	0	236	
AUGUST	262	0	262	
SEPTEMBER	206	0	206	
OCTOBER	838	0	838	
NOVEMBER	4,774	0	4,774	
DECEMBER	8,557	0	8,557	

SUPPLIER INFORMATICS

Use this form for (Check one):

31

NEW VENDOR	<input checked="" type="checkbox"/>
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CHANGE OF ADDRESS	<input type="checkbox"/>
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VENDOR CODE #:	112852
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NEW SITE	<input type="checkbox"/>
----------	--------------------------

BUYER'S NAME	WPK		
VENDOR NAME	TIGER Natural Gas INC		
STREET	1422 E 71st St.		
PO BOX:	Suite J		
CITY:	TULSA	STATE:	OK
		ZIP:	74136
CONTACT PERSON:	<small>(Must be first and last name or can't be entered)</small> Tracy Phillips		
TELEPHONE:	918-491-6998		
FAX NO:	918-491-6659		

ORGANIZATION TYPE

(Check One)

	Tax ID Type	Tax ID #
<input checked="" type="checkbox"/>	Corporation (Inc. or Corp.)	EIN* 73-1382603
	Partnership (LLC) ¹	EIN*
	Individual/Sole Proprietorship ¹	SSN*or EIN **
	Govt./Not for Profit/University	EIN*
	Foreign: Corporation	Not Required
	Individual ²	Not Required
	Partnership	Not Required
	Government	Not Required

*Employer Identification Number

**Social Security Number

BUSINESS CLASSIFICATION:

	Yes/No		Yes/No		Yes/No
Large Business	<input type="checkbox"/>	HubZone	<input checked="" type="checkbox"/>	Minority Owned	<input checked="" type="checkbox"/>
Small Business	<input checked="" type="checkbox"/>	Veteran-owned	<input type="checkbox"/>	Women Owned	<input checked="" type="checkbox"/>

PAYMENT TERMS (OPTIONAL INFORMATION)

TERMS:	Net
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Notes:

¹ When entering a new vendor in MMS as a Partnership or Individual/Sole Proprietorship, in the Tax Reporting Section, check the Federal Reportable box and select MISC7 from the list of values in the INCOME TAX FIELD.

² Foreign individuals must have proper Visa type to work in U.S.

UPPLIER INFORMATION
Use this form for (Check one):

Natural Gas INC.

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Is your company a natural gas consumer? With today's deregulation situation, you may be paying too much for your natural gas. Why not send us your past twelve months gas cost and consumption information and let us analyze your account to determine possible savings? Can you afford not to?

For over a decade, Tiger Natural Gas, Inc. has successfully served the natural gas needs of private, public and government entities, encompassing a vast array of governmental agencies, health care facilities, manufacturers and other commercial natural gas users.

Tiger, a minority-owned and operated business with SBA 8(a) and HUBZone certification, focuses its knowledge and expertise primarily on the end use customer. Our management team, comprised of natural gas marketers, accountants and gas control representatives, has over 150 years of combined experience in natural gas production, gathering, processing and marketing.

Tiger has built its solid reputation by applying the basic principles of integrity, honesty and reliable customer service. Our diversified supply base coupled with our ever expanding network of pipeline and local distribution companies allow us to provide the most dependable and cost effective commodity and transportation services available.

The staff at Tiger is experienced in evaluating your energy needs and will guide you through each phase of your energy decision process.

Give us a call today!
1-888-875-6122



Click here for a free copy of "A Simple Guide to the Principles of Buying and Selling Natural Gas."

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PAYMENT TERMS (OPTIONAL INFORMATION)

October 2003

Natural Gas INC.

History Personnel Services Contact Us

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 or Toll Free: 1-888-875-6122
 Facsimile: 918 491-6659

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Accounting	Jennifer St. Clair	Corporate Controller	216	jstclair@tigernaturalgas.com
Accounting	Teresa Walker	Chief Financial Officer	208	twalker@tigernaturalgas.com
Billing	Megan Tedlock	Customer Account Analyst	223	mtedlock@tigernaturalgas.com
Billing	Anita Kennedy	Manager Gas Accounting Services	225	akennedy@tigernaturalgas.com
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Executive	Bob Smith	Executive Vice President	213	bsmith@tigernaturalgas.com
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Northeast Operations

119 Rivercrest Drive
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 Fascimile: 412-262-7276

Department	Name	Title	email
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Rocky Mountain Operations

2805 Shoshone Trail
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 Telephone: 303-665-8561

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