

2. CONTRACT NUMBER	3. SOLICITATION NUMBER GS-04P-10-EW-D-0120	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (FB) <input checked="" type="checkbox"/> NEGOTIATED (RF)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER 4PQS-10-0003 4PQS-10-0003
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7. ISSUED BY GSA, PBS, ACQUISITION DIVISION SERVICES BRANCH (4PQS) 401 W PEACHTREE ST ATLANTA GA 30308	CODE EW000	8. ADDRESS OFFER TO (if other than item 7)
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NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION	
9. Sealed offers in original and <u>0</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handwritten, in the depository located in <u>Room 2400, Atlanta, GA</u>	UNTIL <u>3:00</u> local time <u>05/03/10</u> (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL	A. NAME Floria Standifer	B. TELEPHONE (NO COLLECT CALLS) 404-331-5308	C. E-MAIL ADDRESS floria.standifer@gsa.gov
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OFFER

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR City of Leesburg P.O. Box 490630 Leesburg, FL 34749	CODE	FACILITY DUNS: 113889752	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type of print) David Knowles, Mayor Betty Richardson, City Clerk
15B. TELEPHONE NUMBER 352-728-9840	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION See Schedule
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C 2306(c) () <input type="checkbox"/> 41 U.S.C 253(d) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (if copies unless otherwise specified)
24. ADMINISTERED BY	CODE	25. PAYMENT WILL BE MADE BY
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)
		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official with notice. (Must be fully completed by offeror)

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>PROVIDE FIRM NATURAL GAS SERVICE NECESSARY TO MEET THE REQUIREMENTS OF THE FEDERAL BUREAU OF PRISONS AT THE FEDERAL CORRECTIONAL COMPLEX LOCATED IN COLEMAN, FL.</p> <p>PROVIDE NATURAL GAS SERVICE FOR A TEN YEAR PERIOD</p>	10.00	YR	<u>See Exhibit J-1</u>	<hr/>

SECTION B - SUPPLIES OR SERVICES

The contractor, at its expense, shall furnish, install, operate and maintain all facilities required to furnish natural gas service to the Federal Correctional Complex located in Colman, Florida as outlined in Section C.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The Contractor shall provide to the Federal Correctional Complex located in Colman, Florida natural gas service in accordance with the requirements stated below:

(a) The Contractor shall provide to the Government Facility firm and interruptible natural gas service in a manner and form that is consistent with (1) all applicable laws, rules, industry standards, codes, permits and regulations, and (2) the facility's service requirements:

The estimated service requirements are:

Maximum Demand	<u>205</u>	Therms/hr
Maximum Usage	<u>2,560</u>	Therms/day
Total Annual Usage	<u>800,000</u>	Therms

The contractor shall maintain pressure at the point of delivery of 40 psig +1-10 percent.

Firm gas services provided by the Contractor shall meet the Government's everyday needs for the proper operation of its facility without interruption or curtailment. It is understood that, in the event of an emergency, curtailment of firm services may be permitted by a gas supplier under its curtailment plan approved by the governing body.

(b) Natural gas delivered under this contract shall conform to quality standards specified in the effective tariff gas sales agreement approved by the governing body.

(c) The point of service connection between the Government facility and the Contractor's system, as well as any connecting premises, is the Federal Correctional Complex, Coleman, FL. The gas provided hereunder shall be metered.

All meters (and gas) shall be installed by the Contractor in a manner that allows verification of billing determinants by Government personnel. The Contractor shall provide, own, and maintain facilities necessary to satisfy the service requirements of the Government

NOTE: Usage amounts shown are estimates only and do not constitute a Government usage guarantee. Gas and gas service shall be provided in accordance with the Contractor's Rate Schedule.

SECTION D - PACKING AND MARKING

NOT APPLICABLE

SECTION E - INSPECTION AND ACCEPTANCE

INSPECTION

Inspection by the Government, where applicable, of services under this contract shall be accomplished by the Contracting Officer's Representative (COR), or any other duly authorized Government representative.

ACCEPTANCE

Inspection by the Government, where applicable, of services under this contract shall be accomplished by the Contracting Officer's Representative (COR), or any duly designated assignees and successors.

SECTION F - DELIVERIES OR PERFORMANCE

EFFECTIVE DATE AND CONTRACT TERM

This contract shall be effective upon the date signed by the Contracting Officer as set forth in Block 28 of Standard Form 33, and shall remain effective for a term of ten (10) years.

SECTION G - CONTRACT ADMINISTRATION DATA

1. Payments: The Government shall pay the Contractor, upon the submission of proper invoices or voucher, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted less any deductions in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if -

(1) The amount due on deliveries warrants it;

(2). The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50% percent of the total contract price.

Monthly invoices shall be submitted in an original only, to the address set forth below:

Federal Correctional Complex
Attn: Accounts Payable
P.O. Box 1029
Coleman, FL 33521

2. Correspondence Procedures: To promote timely and efficient administration of the awarded contract, correspondence except for invoices and reports submitted under this contract shall be subject to the following procedures.

a. Correspondence: All correspondence, including technical correspondence shall be addressed to the Contracting Officer's Representative (COR) designated in (b) below. Information copies of all correspondence shall be sent to the GSA Contracting Officer designated in (c) below.

b. The Contracting Officer's Representative name and address are as follows:

Ms. Janice Lee, Contract Specialist
Federal Correctional Complex
P.O. Box 1029
Coleman, FL 33521-1029
352-689-3136

C. The Contracting Officer's name and address are as follows:

Floria Standifer, Contracting Officer
General Services Administration
Services Acquisition Branch, 4PQSB
401 West Peachtree Street, Suite 2400
Atlanta, GA 30308
404/331-5308

3. Government Contact for Post Award Administration: The contractor shall use the COR designated in paragraph 2 above, as the focal point for all matters regarding this contract except for contract modifications.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

NOT APPLICABLE

**SECTION I
CONTRACT CLAUSES**

I. 1 52.202-1 DEFINITIONS (JUL 2004)

(Reference 52.202-1)

I. 2 52.203-3 GRATUITIES (APR 1984)

(Reference 52.203-3)

I. 3 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(Reference 52.203-5)

I. 4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

(Reference 52.203-6)

I. 5 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

(Reference 52.203-7)

I. 6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(Reference 52.203-8)

I. 7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(Reference 52.203-10)

I. 8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(Reference 52.203-12)

I. 9 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(Reference 52.204-4)

I. 10 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

(Reference 52.204-7)

I. 11 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)

(Reference 52.209-6)

I. 12 52.215-2 AUDIT AND RECORDS--NEGOTIATION (MAR 2009)

(Reference 52.215-2)

I. 13 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

(Reference 52.215-8)

- I. 14 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
(Reference 52.215-17)
- I. 15 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
(Reference 52.219-8)
- I. 16 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
(Reference 52.222-1)
- I. 17 52.222-3 CONVICT LABOR (JUN 2003)
(Reference 52.222-3)
- I. 18 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
(Reference 52.222-21)
- I. 19 52.222-26 EQUAL OPPORTUNITY (MAR 2007)
(Reference 52.222-26)
- I. 20 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. [SEP 2006]
(Reference 52.222-35)
- I. 21 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
(Reference 52.222-36)
- I. 22 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
(Reference 52.222-37)
- I. 23 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
(Reference 52.223-5)
- I. 24 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
(Reference 52.223-6)
- I. 25 52.223-10 WASTE REDUCTION PROGRAM (AUG 2000)
(Reference 52.223-10)
- I. 26 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)
(Reference 52.223-15)
- I. 27 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(Reference 52.225-13)

I. 28 52.232-1 PAYMENTS (APR 1984)

(Reference 52.232-1)

I. 29 52.232-17 INTEREST (OCT 2008)

(Reference 52.232-17)

I. 30 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(Reference 52.232-23)

I. 31 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(Reference 52.232-33)

I. 32 52.233-1 DISPUTES (JUL 2002)

(Reference 52.233-1)

I. 33 52.233-3 PROTEST AFTER AWARD (AUG 1996)

(Reference 52.233-3)

I. 34 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

(Reference 52.233-4)

I. 35 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

(Reference 52.237-2)

I. 36 52.241-2 ORDER OF PRECEDENCE-UTILITIES (FEB 1995)

(Reference 52.241-2)

I. 37 52.241-4 CHANGE IN CLASS OF SERVICE (FEB 1995)

(Reference 52.241-4)

I. 38 52.241-5 CONTRACTOR'S FACILITIES (FEB 1995)

(Reference 52.241-5)

I. 39 52.242-13 BANKRUPTCY (JUL 1995)

(Reference 52.242-13)

I. 40 52.243-1 I CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE I (APR 1984)

(Reference 52.243-1 I)

I. 41 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2009)

(Reference 52.244-6)

I. 42 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(Reference 52.246-25)

I. 43 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)

(Reference 52.249-1)

I. 44 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

(Reference 52.249-4)

I. 45 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(Reference 52.249-8)

I. 46 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(Reference 52.253-1)

I. 47 552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)

(Reference 552.203-71)

I. 48 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (DEVIATION FAR 52.252-6) (SEP 1999)

(Reference 552.252-6)

I. 49 52.215-9 CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM (OCT 1997)

(a) The Contractor shall perform in accordance with the make-or-buy program incorporated in this contract. If the Contractor proposes to change the program, the Contractor shall, reasonably in advance of the proposed change,

(1) notify the Contracting Officer in writing, and
(2) submit justification in sufficient detail to permit evaluation. Changes in the place of performance of any "make" items in the program are subject to this requirement.

(b) For items deferred at the time of negotiation of this contract for later addition to the program, the Contractor shall, at the earliest possible time--

(1) Notify the Contracting Officer of each proposed addition; and
(2) Provide justification in sufficient detail to permit evaluation.

(c) Modification of the make-or-buy program to incorporate proposed changes or additions shall be effective upon the Contractor's receipt of the Contracting Officer's written approval.

(End of Clause)

I. 50 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).
- (End of Clause)

I. 51 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Fixed Price contract resulting from this solicitation.

(End of Provision)

I. 52 52.216-18 ORDERING (OCT 1995)

- (a) 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 from Date of signature by Contracting Officer through ten years.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.
- (End of Clause)

I. 53 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) "Minimum order." When the Government requires supplies or services covered by this contract in an amount of less than \$2,500 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) "Maximum order." The Contractor is not obligated to honor--
- (1) Any order for a single item in excess of \$2,500
 - (2) Any order for a combination of items in excess of \$2,500 or
 - (3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
- (End of Clause)

I. 54 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) 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 the ten year period.
(End of Clause)

I. 55 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding
(b) The maximum amount for which the Government shall be liable if this contract is terminated is
(End of Clause)

I. 56 52.241-3 SCOPE AND DURATION OF CONTRACT (FEB 1995)

(a) For the period from signature by the Contracting Officer for a ten year period the Contractor agrees to furnish and the Government agrees to purchase natural gas utility service in accordance with applicable tariff(s), rules, and regulations as approved by the applicable governing regulatory body and as set forth in the contract.
(b) It is expressly understood that neither the Contractor nor the Government is under any obligation to continue any service under the terms and conditions of this contract beyond the expiration date.
(c) The Contractor shall provide the Government with one complete set of rates, terms, and conditions of service which are in effect as of the date of this contract and any subsequently approved rates.
(d) The Contractor shall be paid at the applicable rates(s) under the tariff and the Government shall be liable for the minimum monthly charge, if any, specified in this contract commencing with the period in which service is initially furnished and continuing for the term of this contract. Any minimum monthly charge specified in this contract shall be equitably prorated for the periods in which commencement and termination of this contract become effective.
(End of Clause)

I. 57 52.241-6 SERVICE PROVISIONS (FEB 1995)

(a) "Measurement of service."

(1) All service furnished by the Contractor shall be measured by suitable metering equipment of standard manufacture, to be furnished, installed, maintained, repaired, calibrated, and read by the Contractor at its expense. When more than a single meter is installed at a service location, the readings thereof may be billed conjunctively, if appropriate. In the event any meter fails to register (or registers incorrectly) the service furnished, the parties shall agree upon the length of time of meter malfunction and the quantity of service delivered during such period of time. An appropriate adjustment shall be made to the next invoice for the purpose of correcting such errors. However, any meter which registers not more than 10% percent slow or fast shall be deemed correct.
(2) The Contractor shall read all meters at periodic intervals of approximately 30 days or in accordance with the policy of the cognizant regulatory body or applicable bylaws. All billings based on meter readings of less than 30 days shall be prorated accordingly.

(b) "Meter test."

(1) The Contractor, at its expense, shall periodically inspect and test Contractor-installed meters at intervals not exceeding one year(s). The Government has the right to have representation during the inspection and test.

(2) At the written request of the Contracting Officer, the Contractor shall make additional tests of any or all such meters in the presence of Government representatives. The cost of such additional tests shall be borne by the Government if the percentage of errors is found to be not more than 1% percent slow or fast.

(3) No meter shall be placed in service or allowed to remain in service which has an error in registration in excess of 2%two percent under normal operating conditions.

(c) "Change in volume or character." Reasonable notice shall be given by the Contracting Officer to the Contractor regarding any material changes anticipated in the volume or characteristics of the utility service required at each location.

(d) "Continuity of service and consumption." The Contractor shall use reasonable diligence to provide a regular and uninterrupted supply of service at each service location, but shall not be liable for damages, breach of contract or otherwise, to the Government for failure, suspension, diminution, or other variations of service occasioned by or in consequence of any cause beyond the control of the Contractor, including but not limited to acts of God or of the public enemy, fires, floods, earthquakes, or other catastrophe, strikes, or failure or breakdown of transmission or other facilities. If any such failure, suspension, diminution, or other variation of service shall aggregate

more than two hour(s) during any billing period hereunder, an equitable adjustment shall be made in the monthly billing specified in this contract (including the minimum monthly charge).
(End of Clause)

I. 58 52.241-7 CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR REGULATED SERVICES (FEB 1995).

(a) This clause applies to the extent services furnished under this contract are subject to regulation by a regulatory body. The Contractor agrees to give Ten days written notice of
(1) the filing of an application for change in rates or terms and conditions of service concurrently with the filing of the application and
(2) any changes pending with the regulatory body as of the date of contract award. Such notice shall fully describe the proposed change. If, during the term of this contract, the regulatory body having jurisdiction approves any changes, the Contractor shall forward to the Contracting Officer a copy of such changes within 15 days after the effective date thereof. The Contractor agrees to continue furnishing service under this contract in accordance with the amended tariff, and the Government agrees to pay for such service at the higher or lower rates as of the date when such rates are made effective.

(b) The Contractor agrees that throughout the life of this contract the applicable published and unpublished rate schedule(s) shall not be in excess of the lowest cost published and unpublished rate schedule(s) available to any other customers of the same class under similar conditions of use and service.

(c) In the event that the regulatory body promulgates any regulation concerning matters other than rates which affects this contract, the Contractor shall immediately provide a copy to the Contracting Officer. The Government shall not be bound to accept any new regulation inconsistent with Federal laws or regulations.

(d) Any changes to rates or terms and conditions of service shall be made a part of this contract by the issuance of a contract modification unless otherwise specified in the contract. The effective date of the change shall be the effective date by the regulatory body. Any factors not governed by the regulatory body will have an effective date as agreed to by the parties.
(End of Clause)

I. 59 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
www.FARAcquisition.gov
(End of Clause)

I. 60 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

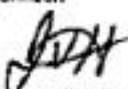
(b) The use in this solicitation or contract of any (48 CFR clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.
(End of Clause)

SECTION J - EXHIBITS AND OTHER ATTACHMENTS

Contractor is to provide applicable rate schedule.

April 5, 2010

To: Jerry Boop
 Jay Evans
 Harmon Dyrum
 Lori Beach
 Cheryl Campman
 Jack Rogers
 City Clerk
 Bill Wiley
 Michelle Thompson
 Peggy Johnson

FROM: John Van Horn 

The Gas Rate Schedule below will become effective on April 5, 2010.

According to Sec. 22-246 of the City Code of Ordinances, all increases in the wholesale cost of natural gas are to be passed on to the customer. The wholesale cost of gas is reflected in the fuel adjustment charge.

GAS RATE SCHEDULE

RESIDENTIAL

DEPOSIT:	50.00
SERVICE CHARGE EXCLUSIVE OF USE	7.24
DELIVERY CHARGE	0.495864
FUEL ADJUSTMENT CHARGE	0.851676
ENERGY CONSERVATION ADJUSTMENT RATE	0.000000

HEATING ONLY

DEPOSIT:	50.00
SERVICE CHARGE EXCLUSIVE OF USE	10.85
DELIVERY CHARGE	0.495864
FUEL ADJUSTMENT CHARGE	0.851676
ENERGY CONSERVATION ADJUSTMENT RATE	0.000000

PUBLIC BUILDINGS, COMMERCIAL & SMALL INDUSTRIAL (not contract)

SERVICE CHARGE EXCLUSIVE OF USE	10.85
DELIVERY CHARGE	0.495864
FUEL ADJUSTMENT CHARGE	0.851676
ENERGY CONSERVATION ADJUSTMENT RATE	0.000000

DELIVERY CHARGE - Taxable	0.495864
FUEL ADJUSTMENT CHARGE - Taxable	0.080080
FUEL ADJUSTMENT CHARGE - Nontaxable	0.771596

Total	1.347640
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CODE OF ORDINANCES
City of
LEESBURG, FLORIDA

Chapter 22 UTILITIES***ARTICLE V. UTILITY SERVICE RATES AND CHARGES****DIVISION 1. GENERALLY****Sec. 22-166. Annual rate adjustments based on index.**

All utility rates and charges established in or through procedures set forth in divisions 3, 4, 5, 6, 7 and 9 of this article V, except for the effects of automatic pass-through rate components such as the bulk power cost adjustment and purchased gas adjustment mechanisms, shall be adjusted annually on October 1 according to the percentage increase or decrease in the gross domestic product implicit price deflator index. This increase or decrease shall be measured by comparing the final revision of the gross domestic product implicit price deflator index for the second quarter of the current calendar year to the same index of the previous year. Rates so adjusted shall go into effect as of the next billing cycle following October 1 of each year. This adjustment shall be automatic and shall not require adoption of any ordinance or resolution by the city commission.

(Ord. No. 04-38, § I, 6-28-04; Ord. No. 07-115, § I, 10-22-07)

DIVISION 2. DEPOSITS**Sec. 22-181. Utility deposit policy.**

The following policy shall govern all deposits made for utilities provided by this chapter.

(1) *Residential deposits.*

a. *Amount.* The amount of deposit required by utility is as follows:

Electric . . . \$175.00

Gas . . . 50.00

Water . . . 50.00

Internet . . . amount of monthly bill

In lieu of the deposit required, a new residential customer may:

(a) Furnish a letter of good standing from another utility company showing that the customer has had a satisfactory payment record with that utility company for the immediately preceding twelve monthly billing cycles.

(b) Provide positive identification and agree to a personal credit check at the applicant's expense. If the personal credit check demonstrates a credit record satisfactory to the city, the initial deposit may be eliminated or reduced.

b. *Good pay policy.* Deposits required for residential customers will be refunded after two (2) years upon a good pay record. Good pay is defined as no more than two (2) late payments and no notices of termination for nonpayment in a consecutive twelve-month period.

c. *Multiple deposits and transfers.*

1. A residential customer may use his good pay credit status to obtain service to a new account if the customer changes residences within the utility area. A residential customer may transfer his credit status to a maximum of two (2) residential units, one (1) of which is his primary residence.

2. A customer that transfers within the utility service area will not be required to pay an additional deposit if the payment record is satisfactory for the twelve (12) months immediately preceding the date of transfer.

d. *Multiple locations.* When a customer transfers to a new location, utility service can be provided to both locations simultaneously for seven (7) days without posting an additional deposit.

(2) *Non-residential deposits.*

a. *Amount.* For non residential customers, a utility deposit equal to two and one-half (2 1/2) times an estimated monthly average is required for all locations. In lieu of a cash deposit, the city will accept a letter of credit or bond in a form acceptable to the city. A bond must be drawn upon a good and sufficient surety licensed to do business in the State of Florida. A letter of credit must be issued by a bank, savings and loan association or other financial institution licensed as such by the United States of America or the State of Florida, authorized to do business in Florida, and acceptable to the city.

b. *Installment payments.* If any utility deposit required by this Code exceeds the sum of one thousand dollars (\$1,000.00), the customer may elect to pay the deposit in not more than three (3) monthly installments, each equal to one-third (1/3) of the total amount of the deposit. The first installment shall be due at the time service is initiated, and the two (2) remaining installments shall be payable as part of the first two (2) monthly utility bills rendered to the customer. Failure to remit timely any monthly installment shall be grounds for termination of the utility service for which the deposit is required. No customer who has failed timely to pay installments due on a utility deposit shall be eligible to elect to pay any future utility deposits on an installment basis.

c. *Re-evaluation of deposits.* At any time after six (6) months' service the city may re-evaluate the monthly bill and adjust the deposit up or down depending on billing history.

d. *Transfers.* When a commercial customer transfers from one location to another, a utility deposit equal to two and one-half (2 1/2) times an estimated monthly average of the new location will be required.

e. *Multiple locations.* When a customer transfers to a new location, utility service can be provided to both locations simultaneously for fifteen (15) days without posting an additional deposit.

(3) *Poor payment policy.* Residential customers with a history of poor payment will be required to pay a deposit equal to twice the average monthly bill based on the most current twelve-month history. Poor pay is defined as two (2) disconnections for nonpayment in the twelve-month period.

(4) *Application of deposits.* Deposits will be applied to account balances upon calculation of final bill. Any installment not paid when due shall bear interest at the rate of eighteen (18) percent per annum until paid in full. The city retains the right to apply any refundable deposit against the customer's account(s) when a balance is existing and then to refund any credit balance remaining.

(5) *Future policy changes.* The city manager and city clerk-finance director are authorized, by joint action, to establish such further policies and procedures to implement this section as they may deem necessary from time to time, which policies and procedures shall be presented to the city commission for its approval prior to the implementation thereof.

(6) *Name change on deposit.* A deposit can only be transferred to a different customer in the event of death or divorce or when a business has purchased all assets and the legal documents specifically state that the utility deposits are part of the deal to the new owners. Legal documents must be provided to substantiate qualification for transfer under this subsection.

(7) *Interest on deposits.* All utility deposits held by the City of Leesburg, placed by customers of any utility service provided by the city, shall earn interest and the customers shall receive a credit for the interest so earned, in accordance with the following criteria:

- a. Deposits will earn interest from the date of posting forward, to the date of final disbursement.
 - b. Deposits shall earn interest at a rate adjustable monthly and equal to the rate promulgated by the Florida State Board of Administration for the month which is two (2) months prior to the month for which the rate is being computed. For example, the interest rate on deposits in the month of May will be the rate set by the state board of administration for the month of March.
 - c. Interest will be compounded monthly and credited to the customer's account annually on September 30. For accounts which are terminated prior to September 30, interest will be credited as of the date of termination on a daily, prorated basis.
 - d. At the time a utility account is terminated, the deposit and any interest earned thereon will be applied to the customer's final bill to the extent necessary to pay that bill. Any amount of the deposit plus earned interest then remaining shall be refunded to the customer.
 - e. Only cash deposits shall earn interest. Any deposits held in the form of a bond or letter of credit shall not earn interest or receive any credit for interest.
 - f. No customer shall be eligible for the interest credit unless and until the customer has furnished the city with the customer's Social Security number, or a Federal Taxpayer Identification Number.
- (Code 1953, § 11-9; Ord. No. 94-12, § 1, 6-13-94; Ord. No. 03-87, § 1, 9-22-03; Ord. No. 04-23, § III, 4-12-04; Ord. No. 07-90, § 1, 8-27-07)

DIVISION 6. GAS RATES

Sec. 22-246. Gas service rate schedule.

The rates for the furnishing of gas service by the city shall be as set forth below. Rates shown shall be subject to periodic adjustment under section 22-166 of this Code. The automatic annual adjustment described by section 22-166 shall not apply to the energy conservation adjustment. Rates described herein shall be effective for all utility bills rendered on or after the first day of the month following adoption of this article.

(1) Residential.

- a. *Applicable.* Service under the rate shall apply only to gas service used in a single private dwelling unit and its appurtenances and used for other than heating only and shall not be resold. Each dwelling unit in an apartment house shall be separately metered. Housing projects in which gas service is furnished by the lessor may be singularly metered and billed.
- b. *Deposits.* Deposits for each account shall be required as set forth more particularly in section 22-181 of this Code.
- c. *Monthly rate.*

Availability charge exclusive of use . . . \$6.78

Delivery charge per therm, effective 6-1-2007 . . . 0.464400

(2) Heating only, residential.

- a. *Applicable.* Service under this rate shall apply only to gas service used for heating only in a single private dwelling unit and its appurtenances and shall not be resold. Each dwelling unit in an apartment shall be separately metered. Housing projects in which gas service is furnished by the lessor may be singularly metered and billed.
 - b. *Deposits.* Deposits for each account shall be required as set forth more particularly in section 22-181 of this Code.
 - c. *Monthly rate.*
- Availability charge, exclusive of use . . . \$10.17
- Delivery charge per therm, effective 6-1-2007 . . . 0.464400

(3) *Public building, commercial and small industrial (not contract).*

a. *Applicable.* To all publicly owned buildings, school buildings, commercial and industrial consumers.

b. *Monthly rate.*

Availability charge, exclusive of use . . . \$10.17

Energy charge per therm, effective 6-1-2007 . . . 0.464400

(4) *Large industrial--Contract.*

a. *Applicable.* Gas service under this rate shall apply to large consumers of gas.

b. *Rate.* The rate shall be as fixed by contract between the city and the consumer, negotiated by the city manager, with the approval of the city commission.

(5) *Reconnection charge.* When any service is cut off for nonpayment of bill, and when connection service is requested to be performed after normal business hours, the reconnection charge shall be pursuant to the utility service fee schedule described in section 22-6 of this Code. Service will not be restored after it is cut off for nonpayment until the account is paid current and the reconnection charge is paid.

(6) *Fuel adjustment charge.* All non-contract natural gas rates shall include a fuel adjustment charge. The fuel adjustment charge is the average cost of natural gas, per delivered therm. The calculation of the fuel adjustment charge shall be based upon past and estimated future costs. The fuel adjustment charge shall be calculated by the finance director, or his delegate, and revised as frequently as necessary to assure that the city recovers the total cost of all natural gas purchased.

(7) *Turn-off and turn-on fee for gas service interrupted at customer's request.* Any gas service interrupted at the request of the customer and restored for the same customer at the same address shall have the fees assessed according to the utility service fee schedule pursuant to section 22-6 of this Code.

(8) *Master metering.* Where natural gas service charges are measured, in whole or in part, by a master meter, the availability charge on the master meter shall be the number of units served by the master meter times the rate per month availability charge. All consumption on the master meter shall be billed at the monthly rate per therm, as applicable, plus all other charges. The master meter shall be classified to the rate schedule which yields the highest revenue consistent with the applicability clauses of the rate classes. Each and every user served by the master meter may be billed, at the discretion of the city, for the fixed charge assessed for each user within the particular user's service classification, and the person or entity in whose name the master meter is registered on the city's records shall in such event be billed for the variable charge assessed for the service being provided. As used in this subsection, the following terms shall have the meanings indicated:

a. *Master meter:* Shall refer to a meter measuring the service provided to two (2) or more occupancy units being served by a single meter.

b. *Occupancy unit:* Shall refer to that portion of any commercial establishment, single- or multi-unit residential building, or trailer, mobile home, manufactured housing, or recreational vehicle park, or marina which is set apart from the rest of such facility by clearly determinable boundaries, as described in the rental, lease or ownership agreement for such unit, or in the absence of such an agreement, where that portion of the facility is clearly set apart from the rest of the facility in a manner which evidences an intent to render the unit suitable for occupancy as a residential, commercial or other space as a discrete unit, separate and apart from the use or occupancy of other units within the same facility.

c. *User*: Shall refer to the occupant(s) of any individual occupancy unit served by a master meter.

d. *Fixed charge*: Shall refer to the minimum charge imposed by the city during a billing period, in the particular customer's service classification, for the availability of the service, if no service is actually used by the customer in a given billing period.

e. *Variable charge*: Shall refer to that portion of the bill for the utility service which is assessed in addition to the fixed charge and which is based on actual usage in a given billing period.

(9) *Initial connection fee*. An initial connection fee per utility shall be charged according to the utility service fee schedule described in section 22-6 of this Code.

(10) *Energy conservation adjustment (Rider ECA)*. A rider applicable to all firm standard natural gas therm rates to recover the cost of energy conservation programs undertaken by the Leesburg Gas System and approved by the city manager. The ECA will not be applied to interruptible natural gas or contract rates. The currently calculated ECA rate is:

Natural gas rate schedule ECA, per therm . . . \$0.05

The above ECA rate is based on twelve-months projected expense levels. This ECA rate will normally be reviewed semi-annually in April and October and may be adjusted upward or downward based on actual and projected energy conservation program costs and projected consumption levels in order to recover the total cost of applicable gas system programs, including energy conservation incentive payments as well as the labor and other costs attributable to such energy conservation programs. The over and under recovery of these ECA costs will be computed and an adjustment in the ECA rate will be made. However, the ECA rate will be adjusted anytime the over or under recovery for a twelve-month period exceeds or is projected to exceed fifty thousand dollars (\$50,000.00) Any adjustment must be approved by the city manager and will be reported to the city commission at the first regularly scheduled commission meeting following the adjustment.

(11) *Tax adjustment clause, TAC*.

a. *Applicability*. Tax adjustment clause shall be applicable to the monthly rate of each filed rate schedule as indicated with reference to billing adjustment.

b. *Calculation of tax adjustment*. Calculation shall be minus or plus the applicable proportionate part of any taxes and assessments imposed by any governmental authority below or in excess of those in effect on the effective date hereof including, but not limited to, the City of Leesburg's Utility Service Tax, which are assessed on the basis of revenues from natural gas or service sold or the volume of natural gas purchased for sale or sold. Such taxes and assessments are to be reflected on the bills of only those customers within the jurisdiction of the governmental authority imposing the taxes and assessments.

(Code 1953, § 11-7; Ord. 84-46, § V, 10-8-84; Ord. No. 87-28, §§ I--IV, 9-28-87; Ord. No. 89-26, § § II, X, XII, 9-11-89; Ord. No. 89-34, § I, 11-13-89; Ord. No. 91-02, § 1, 1-28-91; Ord. No. 93-30, § 5, 12-27-93; Ord. No. 94-11, § IV, 6-13-94; Ord. No. 99-67, § I, 10-11-99; Ord. No. 99-68, § I, 10-25-99; Ord. No. 03-87 §§ VII, VIII, 9-22-03; Ord. No. 04-20, § I, 1-12-04; Ord. No. 04-23, § III, 4-12-04; Ord. No. 05-03, § I, 1-24-05; Ord. No. 05-44, § I, 5-9-05; Ord. No. 07-40, § I, 22-246, 5-29-07; Ord. No. 07-90, §§ VII, VIII, 8-27-07)

Sec. 22-247. Exclusivity.

(a) Unless a franchise has been granted by the city pursuant to section 22-5, the city shall be the sole and exclusive provider of natural gas service within the corporate limits of the city.

- (b) It shall be unlawful to furnish or offer to furnish to any property in the city any natural gas service of, or to accept such service from, any entity other than the City of Leesburg, unless a franchise to provide natural gas has been granted by the city pursuant to section 22-5.
- (c) Each day that any violation of these provisions continues shall constitute a separate offense and each such offense shall be punishable as provided in section 1-14 of the Code of Ordinances. (Ord. No. 89-16, § I, 5-8-89; Ord. No. 98-09, §§ I, II, 1-26-98)

Sec. 22-248. Service policies--Gas department.

- (a) The city gas department may refuse to establish service and/or may terminate service at any property where code infractions are found that may jeopardize the safety of the customer and/or public.
- (b) Reported leaks are treated as priority calls. A service charge will be billed for leak repairs to the customer's system. If the customer refuses to pay the service charge, the service will be locked off until the leak has been repaired.
- (c) The customer must either be at home or make arrangements for the service man to be able to enter the residence at the time the gas service is turned on. The service will not be connected unless all appliances and/or piping can be inspected.
- (d) It is the responsibility of the home owner, contractor, and/or plumber to connect the house piping to the meter set. All appliances in a new home will be connected by the homeowner, contractor and/or plumber before the gas is turned on. When practical, the gas service will be located in the same area as the electric meter.
- (e) Main extensions and services shall be paid for by the developer. The city may elect to cost-share in off-site improvements, provided the estimated profit to be made on the consumption of natural gas in a seven-year period is equal to or exceeds the cost on installation. (Ord. No. 99-74, § I, 11-8-99; Ord. No. 06-32, § 3, 4-24-06)

Sec. 22-249. Service calls and other fees--Gas department.

- (a) Fees and service charges for services required in this section shall be as set forth in the city's adopted utility service fee schedule, then in effect.
- (b) Customers will be billed a service charge plus parts for repair work done on customer piping and/or appliances during normal working hours, a separate service charge plus parts for service performed after normal working hours. No charge will be assessed if the service man determines that the required repair work is beyond the scope of the gas department's normal duties. Customers will be billed a service charge for winter requests during normal working hours to light furnace pilots where no other service or repair work is needed.
- (c) The gas department will connect new appliances (gas connections only) during normal working hours when there is an existing line at the appliance location. A service charge plus material costs will be billed to the customer. The gas department does not connect water lines and/or vents for water heaters, furnaces, etc.
- (d) Conversion of propane appliances to natural gas are done at no charge to the customer, unless parts are required.
- (e) Upon requesting service, if the customer is not available to provide access to the property a service charge will be billed for each additional call made beyond three (3) service calls during normal working hours.
- (f) There is a charge to the customer to increase the meter size at an established service. This charge covers the labor and reconditioning of the old meter.

(g) When changes to the customer's property require the relocation of the gas service, the customer will pay for parts and labor to relocate the service.

(h) A customer may request a test of the gas meter for accuracy. If the meter is found to be accurate, a testing fee will be billed to the customer. If a problem is found with the meter, the percentage of error will be determined and will be refunded to the customer.

(Ord. No. 99-74, § II, 11-8-99; Ord. No. 04-20, § II, 1-12-04; Ord. No. 06-16, § 1, 2-27-06)
Secs. 22-250--22-254. Reserved.

Sec. 22-6. Utility service fee schedule.

Wherever the term "utility service fee schedule" is used in this Code, it shall refer to the most recent utility service fee schedule adopted by resolution of the city commission.

(Ord. No. 05-44, § II, 5-9-05)

Editor's note: It should be noted the utility service fee schedule referenced above is not set out at length herein, but is on file and available for inspection in the office of the city clerk.

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K. 1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) "Definitions."

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) "Taxpayer Identification Number (TIN)."

TIN: 59-6000362

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) "Type of organization."

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(f) "Common parent."

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

(End of Provision)

K. 2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 221210

(2) The small business size standard is N/A

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronic ally, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

/ / (i) Paragraph (d) applies.

/ / (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

- (i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.
- (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.
- (iii) 52.219-22, Small Disadvantaged Business Status.
 - (A) Basic.
 - (B) Alternate I.
- (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
- (vi) 52.222-22 Exemption from Application of the Service Contract Act to Contracts for Certain Services-Certification.
- (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.
- (ix) 52.227-6, Royalty Information.
 - (A) Basic.
 - (B) Alternate I.
- (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.
(End of Provision)

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L. 1 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)

(Reference 52.215-16)

L. 2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov

(End of Provision)

L. 3 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (DEVIATION FAR 52.252-5) (SEP 1999)

(a) "Deviations to FAR provisions."

(1) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) provision by the addition of "(DEVIATION)" after the date of the provision, if the provision is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) provision that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR provision no.))" after the date of the provision.

(b) "Deviations to GSAR provisions." This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation provision by the addition of "(DEVIATION)" after the date of the provision.

(c) "Substantially the same as" provisions. Changes in wording of provisions prescribed for use on a "substantially the same as" basis are not considered deviations.

(End of Provision)