

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1   21	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 15-Dec-2022		4. REQUISITION/PURCHASE REQ. NO. 0011868997		5. PROJECT NO.(If applicable)	
6. ISSUED BY MICC - FT MCCOY BLDG 1108 SOUTH R ST FORT MCCOY WI 54656-5153		CODE W911SA		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W911SA23Q1007	
				X		9B. DATED (SEE ITEM 11) 05-Dec-2022	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. <p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:          (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;          or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
<p>The purpose of this amendment is to 1) update the period of performance; 2) add option year CLINs 1001, 2001, 3001, and 4001; 3) increase quantity of CLIN 0001; 4) add FAR clause 52.217-9, Option to Extend the Term of the Contract; 5) delete CLINs 0002, 0003, and 0004 in their entirety; 6) edit FAR clauses 52.216-18 and 52.217-6; and 7) revise the Supplemental section, the Statement of Work, Technical Exhibit A-Propane Tank Inventory, and Attachment 7-Historical Usage.</p> <p>The offer due date is extended to 21 December 2022 at 10:00am CST.</p> <p>Please address all questions to Steven Bailey at <a href="mailto:steven.m.bailey2.civ@army.mil">steven.m.bailey2.civ@army.mil</a>.</p>							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		16-Dec-2022	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION SF 1449 - CONTINUATION SHEET

## SOLICITATION/CONTRACT FORM

The required response date/time has changed from 09-Dec-2022 10:00 AM to 21-Dec-2022 10:00 AM.

## SUPPLIES OR SERVICES AND PRICES

## CLIN 0001

The CLIN description has changed from Propane Margin Price - FHL Garrison to Propane Margin Price - Base Period.

The pricing detail quantity has increased by 16,524.00 from 78,476.00 to 95,000.00.

## CLIN 0002

The CLIN type priced has been deleted.

The CLIN extended description has changed from:

Contractor shall deliver bulk propane to Fort Hunter Liggett (FHL), CA in accordance with the terms and conditions of the solicitation and resultant contract to include the Statement of Work and all attachments. \*Secured areas in Attachment 2 require two-day advance notice prior to delivery.\*The Contractor shall enter its Margin Price under Unit Price above. The Margin Price is fixed for the entire period of the contract and shall be applied to the published price listed in the BPN (Butane Propane News) Pricing & Supply Newsletter for Jolon, CA in effect on the first Monday of each month or obtained directly from regional suppliers. The Margin Price contains all the Contractor's indirect costs, i.e., overhead, profit, direct labor, transportation cost, etc. The Margin Price is not subject to upward or downward adjustment and will remain fixed for the contract period. The cost of the propane product will NOT be included in this price.

To:

CLIN 0002 is deleted in its entirety.

The pricing detail quantity has changed from 10,000.00 to UNDEFINED.

The unit of issue Gallon has been deleted.

The FOB Destination has been deleted.

The PSC code 6830 has been deleted.

The PROG code A8A has been deleted.

The WSC Equipment code 000 has been deleted.

The NAICS code 324110 has been deleted.

The MDAP/MAIS Code 000 has been deleted.

## CLIN 0003

The CLIN type priced has been deleted.

The CLIN extended description has changed from:

The Contractor shall make and execute any necessary preparations needed in order to assume full operation of supplying propane gas to Fort Hunter Liggett, CA. See Statement of Work for Phase In information. The Phase In period will be for fourteen days from the date of contract award.

To:

CLIN 0003 is deleted in its entirety.

The pricing detail quantity has changed from 1.00 to UNDEFINED.

The unit of issue Job has been deleted.

The FOB Destination has been deleted.

The PSC code 6830 has been deleted.

The PROG code A8A has been deleted.

The WSC Equipment code 000 has been deleted.

The NAICS code 324110 has been deleted.

The MDAP/MAIS Code 000 has been deleted.

## CLIN 0004

The CLIN type priced has been deleted.

The CLIN extended description has changed from:

The Contractor shall make and execute any necessary preparations needed in order to Phase Out the supplying propane gas at Fort Hunter Liggett, CA no later than December 14, 2023. See Statement of Work for Phase Out information. Phase Out will be for a period of fourteen days prior to the expiration of the contract. In accordance with approved phase out plan with incumbent Contractor, if current incumbent is not the follow-on awardee, the incumbent will work with the new awardee on the tank selling price of Contractor-owned tanks. The new awardee will inspect tanks, regulators and fittings to ensure tanks are up to code with regulations. If the new awardee does not purchase the Contractor-owned tanks, the new awardee shall pump over any remaining propane from the incumbent's tanks to the awardee's tanks. The incumbent's tanks will be set aside by the awardee, to be picked up by the incumbent within 30 days of removal. Contractor-owned tanks identified in the solicitation and resultant contract as Technical Exhibit A, Propane Tank Inventory, will remain Contractor-owned tanks, and will not become Government property.

To:

CLIN 0004 is deleted in its entirety

The pricing detail quantity has changed from 1.00 to UNDEFINED.

The unit of issue Job has been deleted.

The FOB Destination has been deleted.

The PSC code 6830 has been deleted.

The PROG code A8A has been deleted.

The WSC Equipment code 000 has been deleted.

The NAICS code 324110 has been deleted.

The MDAP/MAIS Code 000 has been deleted.

CLIN 1001 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001		95,000	Gallon		

OPTION Propane Margin Price - Option Year 1

FP-EPA

Contractor shall deliver bulk propane to Fort Hunter Liggett (FHL), CA in accordance with the terms and conditions of the solicitation and resultant contract to include the Statement of Work and all attachments.

\*Secured areas in Attachment 2 require two-day advance notice prior to delivery.\*

The Contractor shall enter its Margin Price under Unit Price above. The Margin Price is fixed for the entire period of the contract and shall be applied to the published price listed in the BPN (Butane Propane News) Pricing & Supply Newsletter for Jolon, CA in effect on the first Monday of each month or obtained directly from regional suppliers.

The Margin Price contains all the Contractor's indirect costs, i.e., overhead, profit, direct labor, transportation cost, etc. The Margin Price is not subject to upward or downward adjustment and will remain fixed for the contract period. The cost of the propane product will NOT be included in this price.

FOB: Destination

PURCHASE REQUEST NUMBER: 0011868997

PSC CD: 6830

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MAX NET AMT

CLIN 2001 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001		95,000	Gallon		

OPTION Propane Margin Price - Option Year 2  
FP-EPA

Contractor shall deliver bulk propane to Fort Hunter Liggett (FHL), CA in accordance with the terms and conditions of the solicitation and resultant contract to include the Statement of Work and all attachments.

\*Secured areas in Attachment 2 require two-day advance notice prior to delivery.\*

The Contractor shall enter its Margin Price under Unit Price above. The Margin Price is fixed for the entire period of the contract and shall be applied to the published price listed in the BPN (Butane Propane News) Pricing & Supply Newsletter for Jolon, CA in effect on the first Monday of each month or obtained directly from regional suppliers.

The Margin Price contains all the Contractor's indirect costs, i.e., overhead, profit, direct labor, transportation cost, etc. The Margin Price is not subject to upward or downward adjustment and will remain fixed for the contract period. The cost of the propane product will NOT be included in this price.

FOB: Destination

PURCHASE REQUEST NUMBER: 0011868997

PSC CD: 6830

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MAX NET AMT

CLIN 3001 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001		95,000	Gallon		

OPTION Propane Margin Price - Option Year 3  
FP-EPA

Contractor shall deliver bulk propane to Fort Hunter Liggett (FHL), CA in accordance with the terms and conditions of the solicitation and resultant contract to include the Statement of Work and all attachments.

\*Secured areas in Attachment 2 require two-day advance notice prior to delivery.\*

The Contractor shall enter its Margin Price under Unit Price above. The Margin Price is fixed for the entire period of the contract and shall be applied to the published price listed in the BPN (Butane Propane News) Pricing & Supply Newsletter for Jolon, CA in effect on the first Monday of each month or obtained directly from regional suppliers.

The Margin Price contains all the Contractor's indirect costs, i.e., overhead, profit, direct labor, transportation cost, etc. The Margin Price is not subject to upward or downward adjustment and will remain fixed for the contract period. The cost of the propane product will NOT be included in this price.

FOB: Destination

PURCHASE REQUEST NUMBER: 0011868997

PSC CD: 6830

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MAX NET AMT

CLIN 4001 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001		95,000	Gallon		

OPTION Propane Margin Price - Option Year 4  
FP-EPA

Contractor shall deliver bulk propane to Fort Hunter Liggett (FHL), CA in accordance with the terms and conditions of the solicitation and resultant contract to include the Statement of Work and all attachments.

\*Secured areas in Attachment 2 require two-day advance notice prior to delivery.\*

The Contractor shall enter its Margin Price under Unit Price above. The Margin Price is fixed for the entire period of the contract and shall be applied to the published price listed in the BPN (Butane Propane News) Pricing & Supply Newsletter for Jolon, CA in effect on the first Monday of each month or obtained directly from regional suppliers.

The Margin Price contains all the Contractor's indirect costs, i.e., overhead, profit, direct labor, transportation cost, etc. The Margin Price is not subject to upward or downward adjustment and will remain fixed for the contract period. The cost of the propane product will NOT be included in this price.

FOB: Destination

PURCHASE REQUEST NUMBER: 0011868997

PSC CD: 6830

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MAX NET AMT

#### DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 15-DEC-2022 TO 14-DEC-2023	N/A	USAG FORT HUNTER LIGGETT-DRM USAG FORT HUNTER LIGGETT-DRM BLDG238 CALIFORNIA AVE MAYRA.VELASCO@US.ARMY.MIL FORT HUNTER LIGGETT CA 93928-7000 831-386-2146 FOB: Destination	W81WYN

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 23-DEC-2022 TO 22-DEC-2023	N/A	USAG FORT HUNTER LIGGETT-DRM USAG FORT HUNTER LIGGETT-DRM BLDG238 CALIFORNIA AVE MAYRA.VELASCO@US.ARMY.MIL FORT HUNTER LIGGETT CA 93928-7000 831-386-2146 FOB: Destination	W81WYN

The following Delivery Schedule for CLIN 0002 has been deleted:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 15-DEC-2022 TO 14-DEC-2023	N/A	USAG FORT HUNTER LIGGETT-DRM USAG FORT HUNTER LIGGETT-DRM BLDG238 CALIFORNIA AVE MAYRA.VELASCO@US.ARMY.MIL FORT HUNTER LIGGETT CA 93928-7000 831-386-2146 FOB: Destination	W81WYN

The following Delivery Schedule for CLIN 0003 has been deleted:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 15-DEC-2022 TO 29-DEC-2022	N/A	USAG FORT HUNTER LIGGETT-DRM USAG FORT HUNTER LIGGETT-DRM BLDG238 CALIFORNIA AVE MAYRA.VELASCO@US.ARMY.MIL FORT HUNTER LIGGETT CA 93928-7000 831-386-2146 FOB: Destination	W81WYN

The following Delivery Schedule for CLIN 0004 has been deleted:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 30-NOV-2023 TO 14-DEC-2023	N/A	USAG FORT HUNTER LIGGETT-DRM USAG FORT HUNTER LIGGETT-DRM BLDG238 CALIFORNIA AVE MAYRA.VELASCO@US.ARMY.MIL FORT HUNTER LIGGETT CA 93928-7000 831-386-2146 FOB: Destination	W81WYN

The following Delivery Schedule for CLIN 1001 has been added:



DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 23-DEC-2023 TO 22-DEC-2024	N/A	USAG FORT HUNTER LIGGETT-DRM USAG FORT HUNTER LIGGETT-DRM BLDG238 CALIFORNIA AVE MAYRA.VELASCO@US.ARMY.MIL FORT HUNTER LIGGETT CA 93928-7000 831-386-2146 FOB: Destination	W81WYN

The following Delivery Schedule for CLIN 2001 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 23-DEC-2024 TO 22-DEC-2025	N/A	USAG FORT HUNTER LIGGETT-DRM USAG FORT HUNTER LIGGETT-DRM BLDG238 CALIFORNIA AVE MAYRA.VELASCO@US.ARMY.MIL FORT HUNTER LIGGETT CA 93928-7000 831-386-2146 FOB: Destination	W81WYN

The following Delivery Schedule for CLIN 3001 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 23-DEC-2025 TO 22-DEC-2026	N/A	USAG FORT HUNTER LIGGETT-DRM USAG FORT HUNTER LIGGETT-DRM BLDG238 CALIFORNIA AVE MAYRA.VELASCO@US.ARMY.MIL FORT HUNTER LIGGETT CA 93928-7000 831-386-2146 FOB: Destination	W81WYN

The following Delivery Schedule for CLIN 4001 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 23-DEC-2026 TO 22-DEC-2027	N/A	USAG FORT HUNTER LIGGETT-DRM USAG FORT HUNTER LIGGETT-DRM BLDG238 CALIFORNIA AVE MAYRA.VELASCO@US.ARMY.MIL FORT HUNTER LIGGETT CA 93928-7000 831-386-2146 FOB: Destination	W81WYN

## INSPECTION AND ACCEPTANCE

The Acceptance/Inspection Schedule for CLIN 0002 has been changed from:

INSPECT AT  
N/A

INSPECT BY  
N/A

ACCEPT AT  
N/A

ACCEPT BY  
Government

To:

INSPECT AT  
N/A

INSPECT BY  
N/A

ACCEPT AT  
N/A

ACCEPT BY  
N/A

The Acceptance/Inspection Schedule for CLIN 0003 has been changed from:

INSPECT AT  
N/A

INSPECT BY  
N/A

ACCEPT AT  
N/A

ACCEPT BY  
Government

To:

INSPECT AT  
N/A

INSPECT BY  
N/A

ACCEPT AT  
N/A

ACCEPT BY  
N/A

The Acceptance/Inspection Schedule for CLIN 0004 has been changed from:

INSPECT AT  
N/A

INSPECT BY  
N/A

ACCEPT AT  
N/A

ACCEPT BY  
Government

To:

INSPECT AT  
N/A

INSPECT BY  
N/A

ACCEPT AT  
N/A

ACCEPT BY  
N/A

The following Acceptance/Inspection Schedule was added for CLIN 1001:

INSPECT AT  
N/A

INSPECT BY  
N/A

ACCEPT AT  
N/A

ACCEPT BY  
Government

The following Acceptance/Inspection Schedule was added for CLIN 2001:

INSPECT AT  
N/A

INSPECT BY  
N/A

ACCEPT AT  
N/A

ACCEPT BY  
Government

The following Acceptance/Inspection Schedule was added for CLIN 3001:

INSPECT AT  
N/A

INSPECT BY  
N/A

ACCEPT AT  
N/A

ACCEPT BY  
Government

The following Acceptance/Inspection Schedule was added for CLIN 4001:

INSPECT AT  
N/A

INSPECT BY  
N/A

ACCEPT AT  
N/A

ACCEPT BY  
Government

The following have been added by full text:

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the current contract period of performance, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

The following have been modified:

STATEMENT OF WORK

A. BACKGROUND

1. This is a requirement for a Contractor to provide and deliver bulk propane gas to U.S. Army, Fort Hunter Liggett, California. Contractor shall be responsible for monitoring propane tank levels. There are approximately ninety-one (91) delivery points currently estimated on the installation. See Technical Exhibit (TE) A, Propane Tank Inventory, included with this Statement of Work.

B. GENERAL REQUIREMENTS

1. The Contractor shall provide and deliver bulk propane gas to specific designated areas in the Fort Hunter Liggett Cantonment Area, Ammo Supply point, Range areas, training, and/or other applicable areas within the boundaries of Fort Hunter Liggett. Contractor shall monitor propane tank levels.

IMPORTANT: The Contractor shall provide a two-day notice to the Functional Point of Contact (POC) before delivery to Secured areas so that an escort can be made available.

2. The Contractor shall provide all tools, labor, equipment, supervision, transportation, and materials necessary to manage and perform all operations incidental to the supplying of propane gas as directed by Directorate of Public Works (DPW) at Fort Hunter Liggett, California.
3. All licenses, permits and fees required in performance of the contract shall be the responsibility of the Contractor for the entire contract period. All work is to be done in accordance with all existing Federal, State and Local Codes, Laws and Army regulations as they pertain to the transportation and delivery of propane gas and in accordance with the following requirements and specifications.
4. All tanks shall be monitored by the Contractor and filled on a keep fill basis. However, no delivery should be made if it exceeds the amount that is currently funded on the contract. When the solar power conversion timeline is finalized, the Contractor shall monitor the LP tank levels at the locations to be converted so the LP gas remaining in the tanks can be used up to get the tank levels down to 15% and ensure the tanks do not run dry prior to the conversion.
5. Contractor shall provide delivery tickets to the Functional POC. Delivery tickets shall include gallons of propane delivered for each tank, time/date, invoice ticket number and tank serial number. Copies of the delivery tickets shall be submitted with invoices monthly.
6. Pumping of Government-owned tanks will consist of the following: The Contractor shall remove all gas from the tank; any LP gas pumped from Government-owned tanks shall be relocated to another tank as

directed by the Functional POC or KO. The Contractor must be capable of pumping and relocating within 48 hours from notice to pump and relocate LP gas.

7. The Contractor shall provide the Government the current listing or inventory of all the tanks with address/location, facility number, tank capacity, tank serial number within 30 days after transition/initial installation is completed.
8. The Contractor shall furnish all materials, supplies, tools, services, temporary workplaces and equipment to perform this contract, except for items specifically identified as Government Furnished.
9. The Contractor shall be held responsible for any cost incurred by the Government resulting from an interruption in gas supply, unless the interruption is caused by the Government or acts of nature not under the control of the Contractor (failure by the Contractor to maintain sufficient fill that results in a line freeze up and/or rupture is under the control of the Contractor and would not constitute an act of nature).
10. The Contractor shall be held accountable and liable to the Government for any damages to facilities, equipment or grounds caused by the Contractor or their Employees.
11. Maps that show the tank locations and sized are included with the solicitation and resultant contract. Quantities and location of tanks will vary as requirements change.
12. The Government will not provide a staging area for the Contractor to store gas and tanks being supplied to the installation.
13. The Contractor shall make and execute any necessary preparations to be able to commence full operation of supplying propane gas on the date the contract is award.
14. All work associated with the contract shall occur during the hours of 7:00 AM to 3:30 PM, Monday – Friday excluding Federal Holidays, unless otherwise requested and approved by the Contracting Officer.

#### C. INVOICE AND BILLING INFORMATION

1. The Contractor shall deliver all daily fill tickets to Functional POC by the end of each delivery day via email. Delivery tickets shall include date and time of delivery, address/location, facility number, tank serial number, gallons delivered, total charge and tank level (typically 80%). A meter ticket shall be included for each delivery showing a starting meter reading and ending meter reading, giving a total number of gallons pumped for the location.
2. To initiate payment, the Contractor shall submit proper invoices and supporting documentation for reimbursement in the manner and format described herein. The Contractor shall supply monthly invoices that detail current monthly charges only, including copies of delivery tickets. One original invoice shall be submitted monthly to the Functional POC, Directorate of Public Works, Fort Hunter Liggett CA. Failure to provide the required information shall be cause for rejection of the invoice. The following data must be included on the monthly invoice for it to constitute a proper invoice:

Name and address of Contractor  
Invoice date and invoice number  
Contract number and Delivery Order Number

3. The current monthly charges only shall be included on the monthly invoice in spreadsheet format and shall include description, location of delivery or service, serial number of tanks for each delivery, date of delivery or service, quantity of supplies or services actually delivered or performed, unit of measure, unit price, and extended price of supplies delivered, or services performed. Any previously billed items and/or services included on the current monthly invoice shall constitute an improper invoice and be cause for rejection of the invoice. The invoice charges shall be for the current monthly billing cycle only.

4. The invoice provided by the Contractor will be validated by the Functional POC prior to entry into Wide Area Workflow (WAWF) by the Contractor. After the invoice is validated, the Contractor shall submit invoices and receiving reports in electronic format through WAWF for formal delivery orders issued by the contracting office.
5. The Contractor shall be responsible to ensure that the quantity and funding allocated to the contract are not exceeded. The Government pays only for the actual quantities ordered and received.

#### D. SPECIAL REQUIREMENTS

1. Access and General Protection /Security Policy and Procedures. Contractor and all associated subcontractors' employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor's workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in Contractor security matters or processes.
2. For Contractors that do not require CAC but require access to a DoD facility or installation. Contractor and all associated subcontractors' employees shall comply with adjudication standards and procedures. This includes, but not limited to using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by Government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulation.
3. Physical Security. The Contractor will have a law enforcement background check completed for all employees who will be entering Army-controlled installations or facilities. Additionally, the Contractor will provide to the Functional POC, fifteen (15) calendar days in advance of the event, names, and Social Security numbers (or equivalent identification numbers for non-U.S. citizens) of all employees who will be entering Army-controlled installations or facilities. Non-U.S. citizens must produce a valid work visa along with said documentation. The Contractor will ensure requirements are met for all subsequent employees who will be entering the installation after the initial start date, and they will ensure that a law enforcement background check is completed for all employees on a yearly basis thereafter. Furthermore, the Contractor will ensure that its employees entering Army-controlled installations or facilities have obtained access badges and passes in accordance with facility regulations and that these badges and passes are obtained in advance so as not to delay the accomplishment of contracted services. Lastly, the Contractor will return all issued U.S. Government Common Access Cards, installation badges, and/or access passes to the Army installation Physical Security Officer when the contract is completed or when a Contractor employee no longer requires access to the installation or facility.
4. Identification badges. Identification badges, if required, will be furnished without charge. Application for and use of badges will be as directed by the Contracting Officer. The Contractor shall be responsible to immediately report instances of lost or stolen badges to the Contracting Officer. Upon completion of the contract, the company will return all issued CAC Cards, Installation Badges, and/or access passes to the Contracting Officer and/or Functional POC.
5. OPSEC Training. Per AR 530-1 Operations Security, the Contractor employees must complete Level OPSEC Awareness training. New employees must be trained within 30 calendar days of their reporting for duty and annually thereafter. Contact the installation OPSEC officer at (831) 386-2118/2119 to arrange for OPSEC training. OPSEC Level I training certification can be obtained at <https://www.lms.army.mil>.

6. Antiterrorism Training. All Contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or control access areas shall complete AT Level I awareness training within seven (7) calendar days after contract start date or effective date of incorporation of this requirement into the contract; whichever applies. The Contractor shall submit certificates of completion for each associated Contractor employee and subcontractor employee to the Functional POC (or submit to contracting officer, if a Functional POC is not assigned) within 10 calendar days after completion of training by all employees and subcontractor personnel. The Functional POC will assure all Contractors, contractor employees and all associated subcontractors' employees AT Level I Training is current, all current AT Level I certificates (new and refresher training), are provided to FHL ATO, DPTMS building 290, annually or until said contract expires. This is an annual requirement and can be accomplished by one of two means: under the instruction of a qualified Level 1 AT Awareness Instructor (Level II Trained and Certified ATO), or completion of a DoD-sponsored and certified computer or web-based distance learning instructions. Virtual, AT Level I Training can be coordinated with the FHL Garrison ATO at (831) 386-3816. AT Level I Training is available at the following website: <https://jkodirect.jten.mil>
7. An ATO (Level II Trained and Certified) will facilitate, face to face in-person iWATCH Training for Contractors and all associated subcontractors' employees via FHL ATO. This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the Functional POC, iWATCH line (831) 386-3457 or DES Police (831) 386-2526. The Functional POC will track completion of training. The Functional POC will provide a roster of attendees and the ATO will certify attendee roster after completion of training. The Contractor and all associated subcontractors shall provide the roster to the Functional POC no more than 10 days after project start and within 10 calendar days for new employees commencing performance. COR will give a copy to the ATO. Individual records will reflect completion of the iWATCH training. The Contractor and all associated subcontractors shall encourage personnel to report suspicious activity and/or stolen equipment. iWATCH Training is an annual requirement.

END

#### SUPPLEMENTAL

1. Request for Quotation (RFQ) for the purchase and delivery of bulk propane gas to Fort Hunter Liggett, California. The anticipated period of performance is for a base period from 23 December 2022 through 22 December 2023 (or subsequent date) plus four (4) one-year option periods.
2. This procurement is unrestricted, full and open competition under the NAICS Code 324110 with a small business size standard of 1,500 employees.
3. All discourse concerning this solicitation and its requirement shall be directed to the MICC-Fort McCoy Contracting Office. Any remarks, explanations, or answers provided by any other Government Representative shall not change or qualify any of the terms or conditions of the solicitation. The solicitation shall only be changed by a written amendment issued by the MICC-Fort McCoy Contracting Office.
4. This is a combined synopsis/solicitation for commercial products or commercial services prepared in accordance with the format in subpart 12.6, as supplemented with additional information included in this notice. An award for this requirement will be made pursuant to FAR Part 13 Simplified Acquisition Procedures and FAR Part 12, Acquisition of Commercial Products and Commercial Services.
5. CONTRACT TYPE. This requirement will be awarded as a fixed price with economic price adjustment (FPEPA), single award Indefinite Delivery / Indefinite Quantity (IDIQ) type contract. The minimum guarantee for the base contract period is the following:

CLIN	QTY
0001	55,000 gallons

There is no minimum guarantee beyond the first year.

In accordance with FAR 52.216-22, "Indefinite Quantity", the quantities specified in the contract CLINs are estimates only and are not purchased by this contract.

The Government pays only for the actual quantities ordered and received by contract delivery order. The Government reserves the right to order the maximum quantities and is obligated to order only the minimum guarantee.

#### 6. EVALUATION OF QUOTES.

- a. This section supplements clauses 51.212-1 and 52.212-2, which are included elsewhere in this request for quote. The Government will award a contract resulting from this request for quote to the responsible offeror whose quote, conforming to the request for quote, will be most advantageous to the Government, price and other factors considered. The Government intends to evaluate quotes and award a contract without discussions with Offerors. Therefore, the offeror's initial quote should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all quotes if such action is in the public interest; accept other than the lowest priced quotes; and waive informalities and minor irregularities in quotes received.
- b. Evaluation of offers will be based on price alone. Award will be made to the offeror with the lowest Margin Price.
- c. In the case of discrepancy between a unit price and an extended price listed in the Item number, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

#### 7. ORDERING.

- a. The Government anticipates issuing delivery orders on a monthly basis. Delivery order pricing will be based on the price listed in the BPN (Butane-Propane News, Inc.) publication entitled, BPN Pricing & Supply Newsletter, for Jolon, CA, in effect on the first Monday of each month or obtained directly from regional suppliers (e.g., Elk Grove or California Bay supply points).
- b. All calculations will be rounded to two decimal places and will be accomplished using the following formula:  
  
$$\text{BPN Price} + \text{Margin Price} = \text{Unit Price}$$
- c. The Contractor will be responsible for performing the monthly review of the BPN Pricing & Supply Newsletter and will provide a complete copy of the information to the Contracting Officer on the first Monday of the month. Upon receipt, the Contracting Officer will issue a delivery order with the new Unit Price which shall remain in effect for a period of 35 days. The unit prices may be revised upward or downward. Any unused quantities will be removed from the delivery order by modification.

FOR EXAMPLE PURPOSES ONLY: On the first Monday of January 20XX, the BPN Newsletter publishes the Jolon, CA Principal Average as 14865. This is then converted to read \$1.4865 which will be the BPN Price in the formula. This price will be rounded to two decimal places. The Unit Price beginning the first Monday of January 20XX will be \$1.49 (BPN Price) + \$.30 (Margin Price) = \$1.79 Unit Price. A delivery order will be issued with the Unit Price of \$1.79 multiplied by the number of gallons to be used. For example, \$1.79 unit price x 9,905 gallons = \$17,729.95 Not-To-Exceed (NTE) total.

- d. If BPN discontinues or suspends the publication, or its method of derivation is substantially altered, or the Contracting Officer determines that it has consistently and substantially failed to reflect market conditions, the parties shall mutually agree upon an appropriate substitute for purposes of the price adjustment. If the parties cannot agree to a substitute or comparable market indicator, the Contracting Officer shall unilaterally determine an appropriate market indicator within 120 days after the publication has been discontinued or has altered in method of calculation.
8. QUOTE SUBMISSION. Submit quotes via email by the due date in Block 8 of the SF1449 to:
- Amy Lewellen, Purchasing Agent, at [amy.e.lewellen.civ@army.mil](mailto:amy.e.lewellen.civ@army.mil)
  - Submission Instructions: Offeror shall submit and complete Blocks 12, 17a, 17b, 30a, 30b, and 30c of the SF 1449; Pricing Schedule, or acceptable alternative as identified in 52.212-1 or elsewhere in the RFQ; Representations and Certifications at <https://sam.gov>; and acknowledgement of any solicitation amendments.
9. PERIOD FOR ACCEPTANCE OF QUOTES. The offeror agrees to hold the prices in its quote firm for 60 calendar days from the date specified for receipt of quotes.
10. SOLICITATION QUESTIONS. Written questions must be furnished to the Government no later than **19 December 2022 at 10:00 AM (Central Time)** in order to ensure a timely response is provided by the quote closing date. All questions are to be submitted in writing by the time indicated in the solicitation or they may not be addressed before solicitation closing date; therefore, Offerors are advised to submit questions as soon as possible. Please provide your company name, telephone number, point of contact, email address, and solicitation number on all questions. The Government will respond to all questions via the issuance of an amendment which incorporates the question and the Government's response.
11. FUNCTIONAL POC: To be determined (TBD) at the time of award.
12. CONTRACTING OFFICER: TBD at time of award.
13. POST AWARD CONFERENCE: In the event the Contracting Officer decides to conduct a Post Award Conference in accordance with DFARS 242.5, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.
14. UNIQUE ENTITY IDENTIFIER (ID). A Unique Entity ID (UEI) is required for SAM registration. If your company does not have a UEI, obtain one by calling 800-333-0505.
- UNIQUE ENTITY ID \_\_\_\_\_.
- TAXPAYER ID # \_\_\_\_\_.
15. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION: An active SAM Registration is required of all Department of Defense contractors. SAM registration enables electronic funds transfer of contract payments. If your company is not already actively registered, please register in the SAM database at <https://sam.gov>. If your company is currently registered and close to expiring, begin/complete the process for SAM registration renewal.
- a. A Unique Entity ID is required for SAM registration. If your company does not have a Unique Entity ID, obtain one by calling 800-333-0505
  - b. Whether your company is a current or new registrant in the SAM database, your registration must indicate that you are a provider of NAICS 325180 or a NAICS of similar business size, under the Goods – Services section of the registration to be eligible to receive a contract for this solicitation.



- c. If the prospective awardee for this request for quotes is not actively registered in the SAM database by close of solicitation, including NAICS 325180 or a NAICS of similar business size, under the Goods – Services section, depending on mission requirements, the government reserves the right to proceed to award to the next otherwise successful registered offeror.

16. REPRESENTATIONS AND CERTIFICATIONS REQUIREMENT: Prospective contractors must also complete electronic annual representations and certifications (FAR 52.212-3 Alternate I Offeror Representations and Certifications - Commercial Products and Commercial Services) to include the DFARS Representations and Certifications at <https://sam.gov> in conjunction with required registration in the System for Award Management, <https://sam.gov>, database by the request for quote closing date to be eligible to receive an award for this request for quote.

17. SMALL BUSINESS JOINT VENTURE REPRESENTATION. A small business joint venture offeror must submit, with its offer, the representation required in paragraph (c) of FAR solicitation provision 52.212-3, Offeror Representations and Certifications - Commercial Products and Commercial Services, and paragraph (c) of FAR solicitation provision 52.219-1, Small Business Program Representations, in accordance with 52.204-8(d) and 52.212-3(b) for the following categories:

- a. Small business;
- b. Service-disabled veteran-owned small business;
- c. Women-owned small business (WOSB) under the WOSB Program;
- d. Economically disadvantaged women-owned small business under the WOSB Program; or
- e. Historically underutilized business zone small business

18. The “Equal Employment Opportunity Is The Law” notice (poster) referenced in FAR Clause 52.222-26(c)(3), Equal Opportunity, is located at <https://www.dol.gov/ofccp/regs/compliance/posters/pdf/eeopost.pdf>

19. ALTERNATIVE DISPUTES RESOLUTION: In furtherance of Federal policy and the Administrative Dispute Resolution Act of 1990 (ADR Act), Public Law 101-552 and FAR Clause 52.233-1, Subparagraph (g), the Contracting Officer will try to resolve all post award acquisition issues in controversy by mutual agreement of both parties. Interested parties are encouraged to use alternative dispute resolution procedures to the maximum.

20. LEGAL COMPLIANCE: The Contractor shall comply with all Federal, State, and Local Laws, codes and regulations applicable to his performance under this contract and shall be solely responsible for all costs associated with said compliance.

21. ATTACHMENTS:

Attachment 1 – AT OPSEC  
Attachment 2 – Escort List  
Attachment 3 – 8.2 Area FHL  
Attachment 4 – 8.3 Area FHL  
Attachment 5 – 8.4 Area FHL  
Attachment 6 – 8.5 Area FHL  
Attachment 7 – Historical Usage Revised \*

\*Attachment 7 is historical usage information provided to enhance the understanding of the scope of the requirement and should not necessarily be relied upon for future fill frequency or amount.

TE A - PROPANE TANK INVENTORY

<b>TECHNICAL EXHIBIT (TE) A</b>
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Propane Tank Inventory			
ITEM	LOCATION/BLDG	SERIAL #	Gallon Capacity
1	Family Housing Ranch-Milp	120506	18000
2	Family Housing Ranch-Milp	12050	18000
3	Family Housing Spanish-Oaks	118053	9200
	<b>HOUSING TOTAL</b>		<b>45200</b>
4	BLDG 064	11393	288
5	BLDG 81 Movie Theater	78971	1154
6	BLDG 101 (Hacienda)	27717	499
7	BLDG 116 PX Gas Station	225311	500
8	BLDG 190 chappel	11393	288
9	BLDG 152 Roads & Grounds Office	61334	1154
10	BLDG 0154A O&M Warehouse	142563	575
11	BLDG 178A Vessel removed	52065	1000
12	BLDG 182 NEC (Behind Commissary)	M1203017	499
12	BLDG 182 Commissary	400875	1000
14	BLDG 187/188 O&M OfFice	58227	1154
15	BLDG 197 B NEC	349764	1000
16	BLDG 186 Vessel removed	103724	288
17	***BLDG 189 O&M GENERATOR	2027-42	499
18	BLDG 198 Fam-Hous, BLDG191 MWR	B53669	287
19	BLDG 197 NEC	112999	499
20	BLDG 197 A NEC	351025	499
21	BLDG 206 A DFAC	123324	5000
22	BLDG 153 Pest Control	135936	499
23	BLDG 213 (GYM)	20683	2900
24	BLDG 228 91st HQ	25419	1999
25	BLDG 235 WATCH DOGS TB Removed	30226	500
26	BLDG 237 Army Corps of Engineers	135928	499
27	BLDG 237 C Army Corps of Engineers	402076	1000
28	BLDG 238 FHL HQ	402074	1000
29	BLDG 242 TRAINING	101123	500
30	BLDG 247	221178	499
31	BLDG 252 Motor Pool on 7th Div. RD.	194993	499
32	BLDG 256 HAZMAT 7th Div. RD	492869	499
33	BLDG 259 Motor Pool on 7th Div. RD.	B53782	499
34	BLDG 287 REC CENTER/SUBWAY	FA1737	499
35	BLDG 288 MWR	135932	499
36	BLDG 292	B46315	2250

38	BLDG 307 US FORESTRY(HELI-PORT)	28250	288
39	BLDG 311 MILITARY GAS STATION	7CG014078	250
40	BLDG 312	194993	499
41	***BLDG 318 D Water Treatment GEN	1203402	1000
42	BLDG 320 TRNG	400874	1000
43	BLDG 320C RANGE CONTROL	M0831033	1000
44	BLDG 321	162639	499
45	BLDG 342 National Guard	162630	499
46	BLDG 328 NG MOTOR POOL	122218	499
47	BLDG 331 STAND ALONE	135937	499
48	BLDG 333 NG MOTOR POOL	62577	499
49	ASP CLASSIFIER	M0826438	499
50	BLDG 337 Check Point Charlie	122217	499
51	BLDG 338 QRP	B51509	499
52	BUILDING 354 (Visitors CTR)	M1333964	500
53	BLDG 360(Argyle House)	6347	250
54	BLDG 376(Interlake House)	23907	288
55	***BLDG 383 A GENERATOR (ASP WELL)	19310	1999
56	BLDG 630	135942	499
57	BLDG 642	B53780	499
58	BLDG 700	33034	499
59	BLDG 723 ASP OFFICE	145694	499
60	BLDG 728A ASP	B51356	287
61	BLDG 2202 Mach-Gun Range	145696	499
62	BLDG 2203 Mach-Gun Range	135929	499
63	BLDG 2220 B Mach-Gun Range Latrine	1866	1000
64	Sulpher Spring Rd 131/101/120/128	5308	5290
64	BLDG 3340 (ESC WAREHOUSE)	M0906811	1000
66	BUILDING 3360 (MNFLD)	M1209463	1000
67	BUILDING 3360 (MNFLD)	M1209894	1000
68	ORTC Emergency Gen. Bldg 3000/3012	MISO9988	320
69	***BLDG 3290 NEC ADIV GEN	M1034554	499
70	***APLHA RADIO ANTENNA GENTR	M1034560	999
71	***BALD MNTN GENERATOR	M1034555	499
72	*** SITE BRAVO GENERATOR	M1034550	499
73	***EL PIOJO GENERATOR A	157336	500
74	***EL PIOJO GENERATOR B	111324	499
75	***EL PIOJO GENERATOR C	138233	499
76	***EL PIOJO GENERATOR D	161784	499
77	***MILPITAS COMM. GOV	M0805953	499
80	***MOUNT SITE GOV	M0911563	250

81	*** BLDG NEC BLDG B25003 Sam Jones	M1128637	499
82	***Portable Trailer	B-53646	287
83	***BLDG 16B24 SCHOON-STRIP GEN NEC	M0911556	250
84	***BLDG 27224 WARD GEN-GOV NEC	M0911562	250
85	***8-J GENERATOR WARD	M0911566	250
86	***8-J PORTABLE LAUNDRY	B39780	250
87	***SITE "X-RAY"	M103455	250
88	***BLDG 3002 NEC MAIN GATE	M150098	250
89	***BLDG 662 (SeaBees)	M0749671	1000
90	***BLDG 662 (SeaBees)	M0749884	1000
91	***BLDG 662 (SeaBees)	M1709408	499
	<b>GARRISON TOTAL</b>		<b>64308</b>
	<b>***= Training Exercise Area/Escort required when service needed.</b>		

## 52.216-18 ORDERING. (AUG 2020)

(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 23 December 2022 through 22 December 2027.

(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) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

## 52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule by 30% of the total contract

quantity. The Contracting Officer may exercise the option by written notice to the Contractor within within the current contract period of performance. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

(End of Summary of Changes)