

GSA Areawide Public Utility Contract

For

Water and Sewage

Contract No. GS-00P-17-BSD-1236

between the

United States of America

and

CITY OF OAKDALE, Louisiana

Negotiated Areawide Contract
No. GS-00P-17-BSD-1236
between the
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And
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NEGOTIATED AREAWIDE CONTRACT

No. **GS-00P-17-BSD-1236**

BETWEEN THE

UNITED STATES OF AMERICA

AND

CITY OF OAKDALE, Louisiana

THIS AREAWIDE CONTRACT FOR Water and Sewage Services is executed this **5th day of December, 2016**, between the UNITED STATES OF AMERICA, acting through the Administrator of General Services (hereinafter referred to as the "**Government**"), pursuant to the authority contained in Section 201(a) of the Federal Property and Administrative Services Act of 1949, as amended, 40 U.S.C. 501(b)(1), and, CITY OF OAKDALE, Louisiana (hereinafter referred to as the "City" but referenced as the "Contractor" in the attachments hereto), a governmental body organized and existing under the laws of the State of Louisiana, and having its principal office and place of business at 333 East Sixth Avenue, Oakdale, Louisiana 71463;

WHEREAS, the Government has a present and continuing requirement for water and sewage services for its facilities now receiving such services from the City; and

WHEREAS, the City is now providing water and sewage services to such Federal activities and installations, pursuant to the City's effective rates, tariffs, rules, regulations, and practices, and

WHEREAS, with some exceptions, the Government is generally required by Chapter 1 of Title 48 of the Federal Acquisition Regulation (FAR), 48 CFR 41.204, to enter into a bilateral contract for utility service at each Federal facility where the value of the utility service provided is expected to exceed \$150,000 per year; WHEREAS, where the Government has an areawide contract in effect with a particular utility, then such service is normally to be procured thereunder; and

WHEREAS where the Government has an areawide contract in effect with a particular utility then such utility service is normally to be procured thereunder;

WHEREAS, the Government is now purchasing such water and sewage services from the Contractor under the Areawide Public Utilities Contract No. GS-OOP-07-BSD-0482 that expires on December 5, 2016, or under some other service arrangement; and

WHEREAS, the Contractor and the Government mutually desire that this Areawide Contract be used by the agencies of the Government in obtaining water and sewage services from the Contractor.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree as follows:

ARTICLE 1. DEFINITIONS.

1.1. As used in this Areawide Contract, the following terms have the meaning as prescribed below:

(a) "**Areawide Contract**" means this master contract entered into between the Government and Contractor to cover the Service acquisitions of all Federal agencies in the franchised certificated service territory from Contractor for a period not to exceed ten (10) years.

(b) "**Agency**" means any Federal department, agency, or independent establishment in the executive branch of the Government, any establishment in the legislative or judicial branches of the Federal Government, or any wholly/mixed ownership Government corporation, as defined in the Government Corporation Control Act, a list of which Agencies may be found at ADM 4800.2E on the General Services Administration website.

(c) "**Ordering Agency**" means any Agency that enters into a bilaterally executed Authorization for procurement of **Water and Sewage Services** under this Areawide Contract.

(d) "**Authorization**" means an order form used to acquire Services under this Areawide Contract (see **Exhibit "A"** AUTHORIZATION FOR WATER AND SERVICES annexed hereto);

(e) "**Termination Authorization**" means an order form used to discontinue or disconnect services under this Areawide Contract (see Exhibit "A" AUTHORIZATION FOR WATER AND SEWAGE SERVICES);

(f) "**Service(s)**" means any water and sewage services generally available from the Contractor pursuant to Contractor's Tariffs;

(g) "**Contractor's Tariffs**" means utility service Tariffs, and includes rate schedules, riders, rules, regulations, and regulated terms and conditions of service as may be modified, amended or supplemented by the Contractor from time to time and, approved by the City;

(h) "**Contractor's Terms and Conditions**" for this Areawide Contract, means the generic terms, conditions, policies, procedures, payment terms established by the Contractor for those services that are provided pursuant to this Contract, and as such, may be modified, amended, or supplemented by the Contractor from time to time, that are under the Council's jurisdiction, but are not required to be approved by the Council and/or not specifically subject to Council approval before they take effect. The definition of "**Terms and Conditions**" shall not include price-related matters or contract terms developed for specific Authorizations.

(i) "**Connection Charge**" means a Contractor's charge for facilities on the Contractor's side of the delivery point which facilities (1) are required to make connections with the nearest point of supply and (2) are in accordance with the Contractor's Tariffs.

(j) "**Class of Service**" or "**Service Classification**" means those categories of service established in the Contractor's Tariff or the Contractor's Terms and Conditions, as applicable;

1.2. This Article is hereby expanded to include the additional definitions contained in FAR Clause 52.202-1, Definitions (MAY 2001), 48 C.F.R. 52.202-1, which are incorporated herein by reference.

ARTICLE 2. SCOPE AND DURATION OF CONTRACT.

2.1. This Areawide Contract shall be in effect upon the date of execution and shall continue for a period of ten (10) years unless earlier terminated in accordance with this Section 2.1; provided, however, that the agencies of the Government may only use this Areawide Contract to obtain services from the Contractor in accordance with this Areawide Contract and the Contractor's Tariffs on and after December 5, 2016. The Government, pursuant to the clause contained in FAR 52.249-2 (48 C.F.R. 52.249-2), incorporated into this Areawide Contract under Article 14.1-27 or the Contractor, upon 60 days written notice to the Government, may terminate this Areawide Contract, in whole or in part, when it is in their respective interest to do so, provided, however, that neither the stated duration of this Areawide Contract nor any other termination of it, in whole or in part, pursuant to this Article 2.1, or otherwise shall be construed to affect any obligation for any payment, charge, rate, or other matter that may be imposed pursuant to the Contractor's Tariffs

and/or other terms and conditions mutually agreed upon by the Ordering Agency and Contractor in an individual Authorization.

2.2. Authorizations may be executed under this Areawide Contract at any time during the term of the contract, up to and including the last effective date. Authorizations may be executed for a term extending beyond the term of this Areawide Contract, and for any particular length of term, provided that it is within the contracting authority of the Ordering Agency.

2.3. The provisions of this Areawide Contract shall not apply to the Contractor's service to any Agency until both the ordering Agency and the Contractor execute a written Authorization for water and sewage services. Upon bilateral execution of an Authorization, the Contractor agrees to furnish to the ordering Agency, and the ordering Agency agrees to purchase from the Contractor, the above noted services for the installation(s) or facilities named in the Authorization pursuant to the terms of this Areawide Contract.

2.4. Nothing in this Areawide Contract shall be construed as precluding the ordering Agency and the Contractor from entering into an Authorization for negotiated rates based upon unique water or sewage usage patterns or service of a special nature, provided such negotiated rates or service are in accordance with applicable rules and regulations.

ARTICLE 3. EXISTING CONTRACTS.

3.1. The parties agree that an Agency currently acquiring service from the Contractor under a separate written contract may continue to do so until that contract expires or until such time as the Agency and the Contractor mutually agree to terminate that separate written contract and have such service provided pursuant to this Areawide Contract by executing an appropriate Authorization or Authorizations.

3.2. Existing special rates and services of a special nature, if any, currently provided under a separate written contract may be continued under the Authorizations described in Article 3.1 if requested by the Ordering Agency and agreed upon by the Contractor and if in accordance with applicable rules and regulations and the Contractor's Terms and Conditions.

ARTICLE 4. AUTHORIZATION PROCEDURE AND SERVICE DISCONNECTION.

4.1. To obtain or change service under this Areawide Contract, the ordering Agency shall complete the appropriate Authorization and forward it to the Contractor. Upon the request of the ordering Agency, the Contractor shall endeavor to provide reasonable assistance to the ordering Agency in selecting the service classification which may be most favorable to the ordering Agency. Upon execution of an Authorization by both the Contractor and the ordering Agency, the date of initiation or change in service shall be effective as of the date specified in the Authorization. An executed copy of the Authorization (cover page only) shall be transmitted by the ordering Agency to GSA at the address provided in Article 16.1.

4.2. During the term of this Areawide Contract, effective Authorizations need not be amended, modified, or changed by an Ordering Agency to reflect changes in: accounting and appropriation data, the Contractor's tariff, or the estimated annual cost of service. Such changes are considered internal to the party involved. Where changes are required in effective Authorizations because of a change in the service requirements of an Ordering Agency, an amended Authorization shall be mutually agreed upon and executed.

4.3. An ordering Agency or the Contractor may discontinue service provided pursuant to this Areawide Contract to a particular Federal facility or installation by delivering a written Termination Authorization to the other. Such discontinuance of service by an ordering Agency or the Contractor shall be in accordance with the terms of this Areawide Contract and the Contractor's Tariffs.

4.4. Within the authorities of the Ordering Agency, the term of any individual Authorization is independent of the expiration date of this Areawide Contract and the conditions and articles of this Areawide Contract shall apply throughout the term of any Authorization placed against it in accordance with Article 18.4 herein.

ARTICLE 5. RATES, CHARGES, AND PUBLIC REGULATION.

5.1. Subject to the provisions of Article 2.3, all water and sewage purchases under this areawide contract shall be in accordance with, and subject to, the Contractor's rates , tariffs, rules, regulations, riders, practices, or terms and conditions of service. The Contractor shall furnish the Government one complete set of its tariffs in effect as of the date of this areawide contract and, upon request of an ordering Agency, the Contractor shall 3 provide a copy of any newly effective or amended tariff in accordance with the tariff distribution practices applicable to all customers.

5.2. If, during the term of this Areawide Contract, there is a change in rates for services specified in Authorizations in effect hereunder, the Contractor agrees to continue to furnish, and the ordering Agency agrees to continue to pay for, those services at the newly approved rates from and after the date such rates are made effective. As provided in Article 4.2, modification of any Authorization hereunder is not necessary to implement higher or lower rates.

5.3. The Contractor hereby represents and warrants to the Federal Government that the service rates available to any Ordering Agencies hereunder shall at all times not exceed those available to any other customer served under the same service classification for the same or comparable service, under like conditions of use. Nothing herein shall require the Contractor to apply service rates that are inapplicable to the Ordering Agency.

5.4. In the event of a permanent change in the class of service furnished to any ordering Agency at a particular service location, water and sewage services shall, effective sixty (60) days after written request is made by either party or at such other time as may be agreed upon, thereafter be available to such ordering Agency at such service location at the lowest available rate schedule of the City which is applicable to the class of service furnished, following such permanent change and which is applicable in the area where such services are furnished.

5.5. Reasonable written notice via an Authorization shall be given by the ordering Agency to the Contractor, at the address provided in Article 16.2, of any material changes proposed in the volume or characteristic of utility services required by the Ordering Agency.

5.6. To the extent required by the Contractor's Tariffs, or the Contractor's policies and practices applicable to all customers, and in accordance therewith, any necessary extension, alteration, relocation, or reinforcement of the Contractor's transmission or distribution lines, related special facilities, service arrangements, or other services required or requested by an ordering Agency shall be provided and, as applicable, billed for, by the Contractor. To the extent available from the Contractor, the Contractor shall provide and, as applicable, bill for such technical assistance on or concerning an ordering Agency's equipment (such as the inspection or repair of such equipment) as may be requested by such ordering Agency. The charges for such technical assistance shall be calculated at the time the technical assistance is rendered, as mutually agreed upon by the Contractor and the Agency and shall comply with Contractor's Tariffs, if applicable. The Authorization or any other agreement used to obtain and provide the matters, services, or technical assistance described in this Article 5.6 shall contain information descriptive of the matters, services, or technical assistance required or requested, including the amount of (or method to determine) any payment to be made by the ordering Agency to the Contractor for the provision of said matters, services, or technical assistance.

5.7. Any charges for matters or services referenced in Article 5.6 hereof which are not established by the Contractor's Tariffs shall be subject to audit by the ordering Agency prior to payment; provided, however, that notwithstanding such right to audit, payment for the matters and services referenced in Article 5.6 thereof shall not be unreasonably withheld or denied. The Contractor further warrants and represents to the Government that charges for the matters or services referenced in Article 5.6 hereof will not exceed the charges billed to other customers of the Contractor served under the same service classification for like matters or services provided under similar circumstances.

ARTICLE 6. BILLS AND BILLING DATA.

6.1 The water and sewage services supplied hereunder shall be billed to the ordering Agency at the address specified in each Authorization. Bills shall be submitted in original only, unless otherwise specified in the Authorization. All bills shall contain such data as is required by the City to substantiate the billing, and such other reasonable and available data as may be requested by the ordering Agency, provided that such other data are contained in bills provided to other customers of the Contractor served under the same service classification as the ordering Agency.

ARTICLE 7. PAYMENTS FOR SERVICES.

7.1. All bills for payments of services under this Contract shall be paid in accordance with the payment provisions of applicable rate schedules, riders rules, regulations ordinances, terms, and conditions of the City. The ordering agency shall be responsible for payments of utility charges for services rendered and shall also assist in the day-to-day monitoring of the utility services being provided thereunder.

7.2. The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 U.S.C. 3901), is applicable to payments under this contract and requires the Government to pay the City interest on overdue payments and improperly taken discounts. Any Ordering Agency not paying its bill or bills by the due date specified in Article 7.1 shall pay the a late payment interest penalty on the unpaid bill amount, provided such bill or bills are paid within fifteen (15) days after the due date. Bills paid by the Government fifteen (15) or more days following the due date will include payment of interest charges based on the unpaid bill amount computed from the day after the due date through the payment date. The date of the check issued by the Government in payment of bills under this Contract shall be considered to be the payment date. The applicable interest rate for computing such late payment penalty charges shall be established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) and published semiannually in the Federal Register. The City's utility bills rendered to all customers generally shall be considered proper invoices by the Ordering Agency. Changes in the City's ordinance provisions for the payment of bills shall supersede the provisions of this paragraph, as applicable.

7.3. Payments hereunder shall not normally be made in advance of services rendered in accordance with 48 C.F.R. Subpart 32.4 unless required by the Contractor's Tariff.

7.4. Each payment made by Treasury check to the Contractor shall include the Contractor's billing stub(s), or a Government or ordering Agency payment document, that clearly and correctly lists all of the Contractor's account numbers to which the payment applies and the dollar amount applicable to each account. If payment is by Electronic Funds Transfer either through the Automated Clearing House (ACH) or the Federal Reserve Wire Transfer System, the provisions of FAR Subpart 52.232-34 shall apply (See Article 14).

ARTICLE 8. CONTRACTOR-OWNED METERS.

8.1. All water and sewage services furnished by the City shall be measured by suitable metering equipment of standard manufacture to be furnished, installed, maintained, calibrated, and read by the City at its expense. In the event any meter fails to register or registers incorrectly the quantity of service rendered, the monthly consumption will be computed based on the average of the previous twelve (12) months consumption and, upon agreement, the City shall make an appropriate adjustment based thereon in its bills to the ordering Agency. For the purpose of the preceding sentence, any meter which registers in accordance with the American Water Works Association (AWWA) repaired meter accuracy standard shall be deemed to be registering correctly.

8.2. The Contractor, so far as possible, shall read all meters at periodic intervals of approximately thirty (30) or sixty (60) days depending on meter size.

8.3. Meters shall be inspected upon installation at no direct charge to the Ordering Agency. Subsequent inspection, periodic testing, repair, and replacement of meters shall be done at the City's expense in such place and manner provided for other such customers of the City. Whenever any meter shall be found to be defective, it shall be replaced and repaired as soon as possible. The Ordering Agency shall have the right to request that a special meter test be made. If any test made at the Ordering Agency's request discloses that

the meter tested is registering within AWWA repaired meter standards, the ordering Agency shall bear the expense of such test. The expense of other tests shall be borne by the City. In any event, at its option, the Ordering Agency, subject to an arrangement satisfactory to the City and at the ordering Agency's expense, may have such meter or meters which it deems to be measuring and registering inaccurately tested by the 5 National Institute of Standards and Technology (NIST), the findings of which shall be conclusive. If NIST finds the meter or meters to be measuring correctly, the Ordering Agency's expense shall include labor costs and shipping charges, including, but not limited to the following:

- Labor costs of removing the meter to be tested and replacement of same.
- Labor cost of installing and removing a replacement meter while the other one is being tested.
- Charges for shipping the meter to and from NIST.

8.4. For the purposes of this Article 8, references to meters shall apply only to Contractor-owned metering devices installed and maintained by the Contractor in accordance with Council guidelines for utility service(s). References to meters under this Article shall not apply to meters that are to be installed by the Contractor at the request of an Ordering Agency, to be owned by the Government as a part of an Authorization for Energy Management Service or other Service.

ARTICLE 9. EQUIPMENT AND FACILITIES.

9.1. Subject to the provisions of Article 5.6 hereof, the responsibility for owning, furnishing, installing, and maintaining all equipment and facilities (other than meters) required to supply service at the delivery point(s) specified in an Authorization shall be determined in accordance with the Contractor's Tariffs, Contractor's policies and practices, and the City's rules and regulations. The ordering Agency shall provide, free of charge to the Contractor, mutually agreeable locations on its premises for the installation of meters and such other equipment furnished and owned by the Contractor and necessary to supply service hereunder. The Contractor shall, at all times during the life of this Areawide Contract, operate and maintain at its expense such equipment or facilities as for which it has responsibility in accordance with this Article 9.1, and shall assume all taxes and other charges in connection therewith. Notwithstanding anything to the contrary in FAR 52.241-5 [Contractor's Facilities (FEB 1995)], to the extent required by the Contractor's Tariffs and the City's rules and regulations, and in accordance thereof, such equipment and facilities as for which the Contractor has responsibility in accordance with this Article 9.1 shall be removed, or if there is any underground equipment or facilities for which the Contractor has responsibility in accordance with this Article 9.1, such underground equipment or facilities may be abandoned, and in both cases, the Agency's premises restored, by the Contractor at its expense, within a reasonable time after discontinuance of service to the ordering Agency.

9.2. All necessary rights-of-way, easements and such other rights necessary to permit the Contractor to perform under this contract shall be obtained and the expense for same borne in accordance with the Contractor's Tariffs and the City's rules and regulations.

ARTICLE 10. LIABILITY.

10.1. When the Government and/or an Ordering Agency has limited or restricted the Contractor's right of access under Article 11 and thereby interfered with the Contractor's ability to supply service or to correct dangerous situations which are a threat to public safety or health, the government shall be responsible for any liability resulting from such restricted or limited access to the extent permitted by law and authorized by appropriations. This Article (10.1) shall not be construed to limit the Government's liability under applicable law.

10.2. The Contractor's liability to the Government and to any Ordering Agency for any failure to supply service, for any interruptions in service, and for any irregular or defective service shall be determined in accordance with the Contractor's tariffs.

10.3. Except as provided above, and in accordance with the Contractor's Tariff and Terms and Conditions of Service, the Government shall not be liable for any damage or injury to any person or property, including death, occasioned solely by the Contractor's, its employees' or agents' negligent installation, use, operation or intentional misuse of the Contractor's equipment or facilities.

10.4. In accordance with the Contractor's Tariff and/or Terms and Conditions of Service, neither the Contractor nor its employees or agents, shall be liable for damage or injury to any person or property, including death, occasioned solely by the negligent installation, use, operation or intentional misuse of Contractor's equipment or facilities by the Government, its employees or agents.

ARTICLE 11. ACCESS TO PREMISES.

11.1. The Contractor shall have access to the premises served at all reasonable times during the term of this Areawide Contract and at its expiration or termination for the purpose of reading meters, making installations, repairs, or removals of the Contractor's equipment, or for any other proper purposes hereunder; provided, however, that proper military or other governmental authority may limit or restrict such right of access in any manner considered by such authority to be reasonably necessary or advisable.

ARTICLE 12. PARTIES OF INTEREST.

12.1. This Areawide Contract shall be binding upon and inure to the benefit of the successors, legal representatives, and assignees of the respective parties hereto.

12.2. When the Contractor becomes aware that a change in ownership or company name has occurred, or is certain to occur, the Contractor shall endeavor to notify the Contracting Officer at the address provided in Article 16.1 not later than thirty (30) days after the effectiveness of any such ownership or name change. In the event the Contractor fails to make the notification required by this Article 12.2, the Government cannot guarantee the timely payment of outstanding invoices in accordance with the provisions of Article 7.1; however, the Government shall be responsible for all payments related to the Services provided by the Contractor hereunder.

ARTICLE 13. REPRESENTATIONS AND CERTIFICATIONS.

13.1. This Areawide Contract incorporates by reference the representations and certifications made by the Contractor which shall be filed annually electronically at <https://www.sam.gov>.

ARTICLE 14. SUPPLEMENTAL CLAUSES.

14.1. 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This Areawide 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 <https://www.acquisition.gov>

	FAR REF	Federal Acquisition Regulation
1.	52.203-3	GRATUITIES (APR 1984)
2.	52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
3.	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)
4.	52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
5.	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
6.	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)
7.	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
8.	52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (JUL 2016)
9.	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)

10.	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015)
11.	52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
12.	52.222-26	EQUAL OPPORTUNITY (APR 2015)
13.	52.222-35	EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)
14.	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUL 2014)
15.	52.222-50	COMBATING TRAFFICKING IN PERSONS (MAR 2015)
16.	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014)
17.	52.232-25	PROMPT PAYMENT (JUL 2013)
18.	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (JUL 2013)
19.	52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER-OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
20.	52.233-1	DISPUTES (MAY 2014)
21.	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
22.	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
23.	52.241-2	ORDER OF PRECEDENCE—UTILITIES (FEB 1995)
24.	52.241-4	CHANGE IN CLASS OF SERVICE (FEB 1995)
25.	52.241-7	CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR REGULATED SERVICES (FEB 1995)
26.	52.242-13	BANKRUPTCY (JULY 1995)
27.	52.243-1	CHANGES—FIXED PRICE (AUG 1987)
28.	52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
29.	552.241-70	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR OR QUARTER (SEPT 2010)
30.	552.241-71	DISPUTES (UTILITY CONTRACTS) (SEPT 2010)

14.2 Repeal of Clauses During Term of Areawide Contract.

If, during the Term of this Areawide Contract, any of the clauses contained in this Article are repealed, revoked, or dissolved by the Government, then such clauses shall no longer be part of this Areawide Contract as of the date of such repeal, revocation, or dissolution. The elimination of these clauses by reason of such repeal, revocation, or dissolution shall not affect the continuing validity and effectiveness of the remainder of this Areawide Contract or other clauses referenced in this Article. The parties' conduct thereafter shall be modified accordingly and reflect the repeal, revocation, or dissolution as related to their respective rights and obligations hereunder.

ARTICLE 15. SMALL BUSINESS SUBCONTRACTING PLAN.

15.1. Attached hereto and made a part hereof by reference is a SUBCONTRACTING PLAN FOR SMALL BUSINESS CONCERNS, SMALL BUSINESS CONCERNS OWNED AND CONTROLLED BY SOCIALLY & ECONOMICALLY DISADVANTAGED INDIVIDUALS, HUB ZONE BUSINESS CONCERNS, WOMAN OWNED SMALL BUSINESS CONCERNS, VETERAN-OWNED SMALL BUSINESSES CONCERNS AND DISABLED VETERAN-OWNED BUSINESSES negotiated between the Contractor and the Government, which is applicable on a company wide basis pursuant to the requirements of Section 211 of P.L. 95-507, as amended (15 U.S.C. 637(d)). The Contractor expressly understands that this subcontracting plan is an annual plan and hereby agrees to submit a new subcontracting plan by November 30th of each year during the Term of this Areawide Contract.

15.2. Information and announcements concerning current developments in the GSA Small Business Subcontracting Program are available on the GSA Energy Division web site accessible via <http://www.gsa.gov/energy>.

ARTICLE 16. NOTICES.

16.1. Unless specifically provided otherwise, all notices required to be provided to the Government under this Areawide Contract shall be mailed to: U. S. General Services Administration, PBS, Office of Facilities, Energy Division (PMAA), 1800 F Street, NW, Washington, DC 20405 or via email at energy@gsa.gov.

16.2. All inquiries and notices to the Contractor regarding this Areawide Contract shall be mailed to the Honorable Gene Paul, Mayor, City of Oakdale, 333 East Sixth Avenue, Oakdale, Louisiana 71463 (telephone number 318-335-1111), or such other person as the Contractor may hereafter designate in writing.

16.3. The Ordering Agency shall provide GSA with a copy of all fully executed Exhibits including any applicable attachments at the address provided in Article 16.1.

ARTICLE 17. REPORTING.

The Contractor shall provide, as prescribed and directed by the Contracting Officer, an annual report on Subcontracting Plan Achievements, in accordance with the approved subcontracting plan for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals by October 30 of each year during the Term of this Areawide Contract. The report shall be submitted electronically utilizing the Small Business Administration's Electronic Subcontracting Reporting System. The website address of system can be found at <http://www.esrs.gov>.

ARTICLE 18. MISCELLANEOUS.

18.1. Contract Administration: The Ordering Agency shall assist in the day-to-day administration of the Service being provided to it under an Authorization.

18.2. Anti-Deficiency: Unless otherwise authorized by Public Law or Federal Regulation, nothing contained herein shall be construed as binding the Government to expend, in any one fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year in furtherance of the matter of any Authorization executed in accordance with this Areawide Contract or to involve the Government in an obligation for the future expenditure of monies before an appropriation is made (Anti-Deficiency Act, 31 U.S.C. 1341.A.1).

18.3. Obligation to Serve: Nothing contained in this contract shall obligate the Contractor to take any action which it may consider to be detrimental to its obligations as a supplier of water and sewage services so as to furnish reliable and continuous service and to operate facilities which are safe, adequate, just, reasonable, economical, and efficient.

18.4 Term of Authorizations: Although it is expressly understood that neither the City nor the Government is under any obligation to continue any services under this Contract beyond the term hereof, it is contemplated and anticipated that, upon expiration of this Contract, a similar successor contract will be agreed upon by the Government and the City. It is recognized that during the life of this Contract, situations may arise, such as the availability of a more favorable rate schedule or the City's willingness to make an investment to extend services, where it may be desirable that the agreed term of service would extend beyond the term of this Contract. In such event, the particular Authorization involved may specify a term extending beyond the term of this Contract, provided an appropriate termination provision is included in said particular Authorization to become effective at the termination of this Contract, if this Contract is not succeeded by another contract which would make adequate provision for the situations referred to above. However, in the event a successor contract becomes effective at the expiration of this Contract, the terms and conditions of the successor contract shall apply to any Authorization extending beyond the term of this Contract.


18.5. Neither the Government nor the Contractor shall be considered to be in default with respect to any obligations under this Contract by reason of uncontrollable forces. The term "uncontrollable forces" being deemed, for the purposes of this contract to mean any cause beyond the control of the party affected, including but not limited to failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, and restraint by a court of public authority, which, by exercise of due diligence and foresight, such party could not have been expected to avoid. Either party

rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

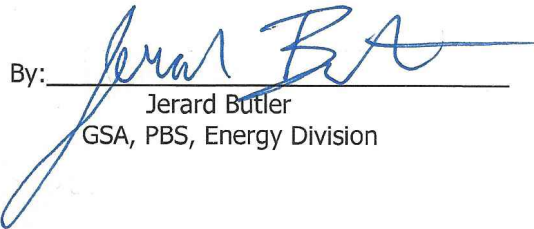
18.6. It is expressly understood and agreed between the City of Oakdale and the Government that in the event the Government chooses to dispose of grease through the sewage system, the Government shall be responsible for the cleaning of said lines at a rate of \$400.00 per day.

IN WITNESS WHEREOF, the parties have executed this Areawide Contract as of the day and the year first above written.


UNITED STATES OF AMERICA
Acting through the Administrator
of General Services

By: 
Kenneth Shutika
GSA, PBS, Energy Division
Contracting Officer

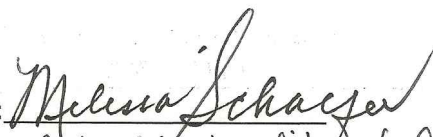
ATTEST:

By: 
Jerard Butler
GSA, PBS, Energy Division

CITY OF OAKDALE, LOUISIANA

By: 
Title: Mayor, City of Oakdale

ATTEST:

By: 
Title: City Clerk, City of Oakdale

CERTIFICATE

I, Gene Paul, certify that I am Mayor of **CITY OF OAKDALE, LOUISIANA**, named as Contractor in the negotiated Areawide Public Utility Contract No. GS-OOP-17-BSD 1236; that _____, who signed said Areawide Public Utility Contract on behalf of the Contractor, was then _____ of said Contractor; and that said Areawide Public Utility Contract was duly signed for and on behalf of said Contractor and is within the scope of its corporate powers.


/s/ _____

(Corporate Seal)

EXHIBIT "A"

Contractor's ID NO. _____ (Optional)
Ordering Agency's ID _____ (Optional)

CITY OF OAKDALE, LOUISIANA
AUTHORIZATION FOR WATER AND WASTEWATER SERVICES
UNDER **CONTRACT NO. GS-OOP-17-BSD-1236**

Ordering Agency: _____

Address: _____

Pursuant to Contract No. GS-OOP-17-BSD-1236 between the Contractor and the United States Government and subject to all the provisions thereof, service to the United States Government under such contract shall be rendered or modified as hereinafter stated. Contract Articles 2 and 4 shall be followed for the initiation of service under this contract.

PREMISES TO BE SERVED: _____

SERVICE ADDRESS: _____

NATURE OF SERVICE: Connect Change Disconnect Continue Service Special Facilities

Extension, Alteration, Relocation, or Reinforcement
If necessary, attach, and make part hereof, supplemental agreements, plans and/or specifications to direct or describe the nature of services required.

OTHER TERMS AND CONDITIONS: _____

Attach any other relevant terms and conditions under which service will be provided.

POINT OF DELIVERY: _____

TERM OF SERVICE: From _____ through _____.

SERVICE HEREUNDER SHALL BE UNDER RATE SCHEDULE NO. _____*, Hereafter amended or modified by the regulatory body having jurisdiction. (see article 5 of this contract.) Reference and attach a copy of the applicable rate schedule on the effective date of this authorization.

ESTIMATED ANNUAL USE OF WATER: _____ CU.FT.

METER NO(S): _____

ESTIMATED ANNUAL SERVICE COST: \$ _____

ESTIMATED CONNECTION/SPECIAL FACILITIES CHARGE: \$ _____ (if applicable)**

ACCOUNTING AND APPROPRIATION DATA FOR SERVICE: _____

FOR CONNECTION/SPECIAL FACILITIES CHARGE: _____

CLAUSES INCORPORATED BY REFERENCE (Check applicable clauses):

- (1) _____ 52.211-10 Commencement, Prosecution and Completion of Work (APR 1984)
- (2) _____ 52.236-5 Material and Workmanship (APR 1984)
- (3) _____ 52.241-4 Change in Class of Service (FEB 1995)
- (4) _____ 52.241-3 Scope and Duration of Contract (FEB 1995)

- (5) _____ 52.241-5 Contractor's Facilities (FEB 1995)
- (6) _____ 52.241-7 Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995)
(Use Full Text of Clause)
- (7) _____ 52.241-11 Multiple Service Locations (FEB 1995)
- (8) _____ 52.243-1 Changes-Fixed Price (AUG 1987)
- (9) _____ 52.249-__ Default (_____) (Specify appropriate Clause)
- (10) _____ 52.241-12 Nonrefundable, Nonrecurring Service charge (FEB 1995)
- (11) _____ 52.232-18 Availability of funds (APR 1984)
- (12) _____ 52.232.19 Availability of Funds for the Next Fiscal Year (APR 1984)

BILLS WILL BE RENDERED TO THE ORDERING AGENCY FOR PAYMENT AT THE FOLLOWING ADDRESS:

_____ in _____ copies.

The foregoing shall be effective upon the return of the fully executed original Authorization by the Contractor to the ordering Agency.

ACCEPTED:

(Ordering Agency)

CITY OAKDALE, LOUISIANA
(Contractor)

By: _____
Authorized Signature

By: _____
Authorized Signature

Title: _____

Title: _____

Date: _____

Date: _____

* Include a reference to the applicable rate schedule, and attach a copy of such schedule. ** If necessary, attach and make part hereof supplemental agreements or sheets that cover required connection or extension charges and special facilities or service arrangements. (See Article 5 of this Contract for instructions.)

NOTE: A fully executed copy of this Authorization shall be transmitted by the ordering Agency to U. S. General Services Administration, PBS, Office of Facilities Management, Energy Division, 1800 F Street, NW, Washington, DC 20405 or via email at energy@gsa.gov