

Areawide Public Utility Contract
for
Natural Gas and Regulated Energy
Management Services

Contract No. GS-00P-15-BSD-1138

between the

United States of America

and

**ONE GAS, INC. dba KANSAS GAS SERVICE, OKLAHOMA
NATURAL GAS AND TEXAS GAS SERVICE**

Franchised Service Areas of Kansas, Oklahoma and Texas

Negotiated Areawide Contract
No. GS-00P-15-BSD-1138
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GAS AND TEXAS GAS SERVICE**

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**NEGOTIATED AREAWIDE CONTRACT
No. GS-00P-15-BSD-1138**

**BETWEEN THE
UNITED STATES OF AMERICA
AND
ONE GAS, INC. dba KANSAS GAS SERVICE, OKLAHOMA NATURAL GAS AND
TEXAS GAS SERVICE**

THIS AREAWIDE CONTRACT FOR NATURAL GAS SERVICES AND ENERGY MANAGEMENT SERVICES, is executed this 31st day of March, 2015, 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 40 U.S.C. 501(b)(1), and ONE GAS, INC. dba KANSAS GAS SERVICE, OKLAHOMA NATURAL GAS AND TEXAS GAS SERVICE, a corporation organized and existing under the laws of the State of Oklahoma, and having its principal office and place of business at 15 East 5th Street P.O. Box 21049 Tulsa, Oklahoma 74103 (hereinafter referred to as the "Contractor"):

WHEREAS, the Contractor is a regulated natural gas, natural gas transportation and distribution utility company that is regulated by the Kansas Corporation Commission (which regulates Kansas Gas Service), Oklahoma Corporation Commission (which regulates Oklahoma Natural Gas), Railroad Commission of Texas (which regulates Texas Gas Service) (hereinafter referred to collectively as the "Commission"), Federal Energy Regulatory Commission, U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration and such other regulatory bodies as may have jurisdiction over the Contractor, at the locations where it is providing Utility Services (as defined below);

WHEREAS, the Contractor now has on file with the Commission and/or with such other regulatory bodies as may have jurisdiction over the Contractor all of its effective tariffs, rate schedules, riders, rules and regulatory terms and conditions of service, as applicable;

WHEREAS, the Government is generally required by Federal Acquisition Regulation (FAR) 41.201, 48 CFR 41.201, to enter into a bilateral contract for Utility Services (as defined below) where the value of the Utility Service (as defined below) provided is expected to exceed the simplified acquisition threshold, currently set at \$150,000 ;

WHEREAS, where the Government has an Areawide Contract in effect with a particular utility then such Utility Service (as defined below) is normally to be procured thereunder;

WHEREAS, the Government has a present and continuing requirement for Services (as defined below) for its Agencies (as defined below) now receiving such service from the Contractor and who may require such services in the future;

WHEREAS, the Contractor and the Government mutually desire that this Areawide Contract be used by Agencies (as defined below) in obtaining Natural Gas Utility Services (as defined below) and Energy Management Services (as defined below) from the Contractor and to facilitate partnering arrangements as encouraged and authorized by 10 U.S.C. 2911-2918 and 42 U.S.C. 8256;

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 contract,

(a) the term "Areawide Contract" means this master contract entered into between the Government and Contractor to cover the Utility Service (as defined below) needs of Agencies (as defined below) in the franchised certificated service territory from Contractor for a period not to exceed ten (10) years;

(b) the term "Agency" or "Agencies" 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 or mixed ownership Government corporation, as defined in the Government Corporation Control Act, a list of which Agencies may be found by searching the document entitled ADM 4800.2H, dated June 2013;

(c) the term "Ordering Agency" means any Agency that is authorized to obtain Utility Services (as defined below) under this Areawide Contract;

(d) the term "Authorization" means an order form used to acquire Utility Services (as defined below) under this Areawide Contract (see Exhibit "A" AUTHORIZATION FOR NATURAL GAS SERVICE and/or Exhibit "B" AUTHORIZATION FOR ENERGY MANAGEMENT SERVICES) annexed hereto. With the exception of the provisions defined in "Contractor's Tariff" and "Contractor's Terms and Conditions," (as defined below) all Authorizations shall be administered in accordance with the requirements of applicable Federal Acquisition Regulation and General Services Acquisition Regulation sections as incorporated herein, and the applicable requirements of this Contract;

(e) the term "Termination Authorization" means an order form used by the Government to notify the Contractor that the Government wants to discontinue or disconnect a specific Utility Service (as defined below) provided under this Contract, where the Authorization for Utility Services does not otherwise specify how Utility Services (as defined below) are to be terminated. (SEE EXHIBIT "A" AUTHORIZATION FOR NATURAL GAS and/or SERVICE, EXHIBIT "B" AUTHORIZATION FOR ENERGY MANAGEMENT SERVICES);

(f) the term "Service" means any Natural Gas and/or Energy Management Services (as defined below) generally available from the Contractor pursuant to Contractor's Tariff (as defined below) or the Contractor's Terms and Conditions (as defined below), whichever is applicable;

(g) the term "Natural Gas Service" means regulated gas commodities (where applicable), transportation, distribution, and/or related services.

(h) the term "Energy Conservation Measure" ("ECM") means any specific energy related or water project intended to provide energy savings and/or demand reduction in Federal facilities (Reference Article 18 herein);

(i) the term "Energy Management Service" ("EMS") means any project that reduces and/or manages energy demand in a facility as well as those services that determine whether such reductions are feasible (such as energy audits and any ancillary services necessary to ensure the proper operation of the energy conservation measure. Such measures include, but are not limited to, operating, maintenance and commissioning services. (Energy Conservation Measure and Demand Side Management Measure are considered equivalent terms, and may result from Energy Management Services.) To be considered an EMS measure, the measure must satisfy all of the following requirements:

1. the EMS measure must produce measurable energy reductions or measurable amounts of controlled energy and/or water use;
2. the EMS measure must be directly related to the use of energy or directly control the use of energy or water;
3. the preponderance of work covered by the EMS measure (measured in dollars) must be for Items 1 and 2 above; and
4. the EMS measure must be an improvement to real property.

(j) the term "Contractor's Tariff" or "Tariff" means Kansas Gas Service's, Oklahoma Natural Gas' and Texas Gas Service's applicable tariffs, and includes rate schedules, covenants, 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 Commission;

(k) the term "Contractor's Terms and Conditions" for this Agreement, 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 not required to be approved by the Commission before they take effect. The definition of "Contractor's Terms and Conditions" shall not include price-related matters or contract terms developed for Specific Authorizations (as defined herein);

(l) the term "Specific Authorization Terms and Conditions", means price and terms and conditions written for a specific authorization and specific facility;

(m) the term "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 installed, owned, maintained, and operated by the Contractor in accordance with the Contractor's Tariff and the Commission's rules and regulations;

(n) the term "Class of Service" or "Service Classification" means those categories of service established by the Contractor's Tariff as filed with the Commission;

(o) the term "Utility Service(s)" means any Service, Natural Gas Service, Energy Conservation Measure, and Energy Management Services that are generally available from the Contractor pursuant to Contractor's Tariff or the Contractor's Terms and Conditions, whichever is applicable; and.

(p) the term "Appropriate Regulatory Authority" means the Commissions or any one of them.

1.2. This Article is hereby expanded to include the additional definitions contained in FAR Clause 52.202-1, Definitions (JULY 2004), 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 on and after the date of approval of the Commission, if such approval is required and, if not, as of the date of execution and shall continue for a period of ten (10) years, except that the Government, pursuant to the clause contained in FAR 52.249-4 (48 C.F.R. 52.249-4), incorporated into this Areawide Contract under Article 14.1-56, or the Contractor, upon providing 60 days written notice to the Government, and without liability to the Government or any Ordering Agency, may terminate this Areawide Contract, in whole or in part, when it is in their respective interest to do so. Neither the stated duration of this Areawide Contract nor any other termination of it, in whole or in part, shall be construed to affect any obligation for any payment, charge, rate, or other matter for services rendered by the Contractor prior to the date of termination or that may be imposed pursuant to the Contractor's Tariff, Contractor's Terms and Conditions or in any Authorization entered into pursuant to this Areawide Contract.

2.2. Authorizations may be executed under this Areawide Contract at any time during the term of this contract, up to and including the last effective date. The Authorization shall be for a term of up to ten (10) years that is independent of the term of this Areawide Contract, but the provisions of this Areawide Contract shall still apply to work performed pursuant to the Authorization.

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 Utility Services. After both the Government and Contractor have signed the Authorization, the Contractor will furnish to the Ordering Agency, and the Ordering Agency will purchase from the Contractor, the specific Utility Services described in the Authorization for the installation(s) or facility(ies) that are named in the Authorization.

2.4. Nothing in this Areawide Contract shall be construed as precluding the Ordering Agency and the Contractor from entering into an Authorization including negotiated rates, minimum bill or service of a special nature, provided such negotiated rates, minimum bill or service are in accordance with the rules and regulations of the Commission, if applicable.

2.5. Nothing in this Areawide Contract shall be construed to mean that this Areawide Contract will be the sole means or mechanism required for the Contractor to enter into a contractual relationship with any Agency.

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 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.

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. However, the Ordering Agency is ultimately responsible for selecting the Service Classification. 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 of approval of the Commission, if such approval is required and, if not, as of the date specified in the Authorization. In the event a date is not specified in the Authorization as the effective date, the date in which the Authorization was signed by the Ordering Agency shall be the effective date of the Authorization. An executed copy of the Authorization 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 requirements, the Contractor's cost of purchased fuel, 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 may discontinue and terminate Utility Services under an Authorization provided pursuant to this Areawide Contract to a particular Federal facility or installation by delivering a written Termination Authorization to the Contractor. The Contractor, upon providing 60 days' written notice to the Government and the applicable Ordering Agency, and without liability to the Government or any Ordering Agency, may discontinue and terminate Utility Services under an Authorization provided pursuant to this Areawide Contract to a particular Federal facility or installation. 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 Tariff, Contractor's Terms and Conditions, or as otherwise provided under a particular Authorization. An Ordering Agency's Termination Authorization shall not affect any obligation for any payment, charge, rate, or other matter for services rendered by the Contractor prior to the date of termination or that may be imposed pursuant to the Contractor's Tariff, Contractor's Terms and Conditions or in any Authorization entered into pursuant to this Areawide Contract.

4.4. Prior to entering into an Authorization for goods and/or services generally available from other sources on a competitive basis, the Contracting Officer shall obtain a justification for utilizing other than full and open competition in accordance with the policies and procedures prescribed by Subpart 6.3 of the Federal Acquisition Regulation (48 C.F.R 6.301).

4.5. In the event the Areawide Contract is not renewed at the expiration of the Areawide Contract or is terminated pursuant to Section 2.1 before the expiration of the Areawide Contract, any active Authorizations for Services shall continue and be controlled by the Areawide Contract terms and conditions in effect as of the expiration or termination of the Areawide Contract unless the Government and Contractor jointly agree otherwise. Additionally, any time after the active Authorizations extend beyond the term or termination of this Areawide Contract, the Government, pursuant to the clause

contained in FAR 52.249-4 (48 C.F.R. 52.249-4), incorporated into this Areawide Contract, or the Contractor, upon providing 60 days' written notice to the Government, and without liability to the Government or any Ordering Agency, may terminate such active Authorizations, in whole or in part, when it is in their respective interest to do so.

4.6 The Contracting Officer of the Authorization shall review the clauses in Article 14 and include the clauses required to be included (based on the footnotes in Section 14.1) in the Exhibit "A" AUTHORIZATION FOR NATURAL GAS SERVICE and Exhibit "B" AUTHORIZATION FOR ENERGY MANAGEMENT SERVICES.

4.7 Nothing in this Areawide Contract shall require Contractor to enter into an Authorization for Energy Management Services. Contractor, in its sole discretion, shall decide whether or not to execute an Authorization for Energy Management Service, and commence performance thereunder.

ARTICLE 5. RATES, CHARGES, AND PUBLIC REGULATION.

5.1. A complete listing of all the Contractor's Tariffs are available to the Government and any Ordering Agency electronically at the Contractor's website accessible via the tariff link on the website entitled www.kansasgasservice.com, www.oklahomanaturalgas.com, and/or www.texasgasservice.com.

5.2. Subject to the provisions of Article 2.3, all Utility Service purchases under this Areawide Contract, as well as any other actions taken under this Areawide Contract, shall be in accordance with, and subject to, the Contractor's Tariff and/or Contractor's Terms and Conditions, except to the extent that same are preempted by Federal law. Throughout the term of the Contract, the Government shall have full access to the Contractor's currently effective Tariff. In the event the Contractor's Tariff becomes inaccessible via the internet or the Ordering Agency does not have access to the internet, the Contractor agrees to provide newly effective or amended Tariff in accordance with the Contractor's Tariff distribution practices, policies and procedures applicable to all customers.

5.3. If, during the term of this Areawide Contract, the Commission approves a change in rates for service obtained under an Authorization 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 a rate change is made effective. As provided in Article 4.2, modification of any Authorization hereunder is not necessary to implement higher or lower rates.

5.4. The Contractor hereby represents and warrants to the Government that the Utility Service rates available to any Ordering Agency 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 a rate that is inapplicable to the Ordering Agency.

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 Tariff or the Contractor's Terms and Conditions, and in accordance therewith, any necessary extension, alteration, relocation, or reinforcement of the Contractor's transmission and/or distribution lines, related special facilities, service arrangements, Energy Management Services (including any rebates to which the Ordering Agency may be entitled), energy audit services, or other Utility Services required or requested by an Ordering Agency shall be provided and, as applicable, billed for, by the Contractor.

5.7. To the extent available from the Contractor, the Contractor shall provide and, as applicable, bill for 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 in accordance with the Contractor's applicable billing schedule in effect at the time the technical assistance is rendered

(except as otherwise mutually agreed upon by the Contractor and Ordering Agency in writing), and the assistance shall comply with Contractor's Tariff, if applicable.

5.8. The Authorization used to obtain and provide the matters, Utility Services, or technical assistance described in Articles 5.6 and 5.7 above 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.

5.9. With regard to Disputes related to matters involving the interpretation of the Contractor's Tariff, including the tariffed retail rates, tariff rate schedules, and tariffed terms provided under this Contract, are handled in accordance with Article 14.3 Paragraph 4 of this contract.

ARTICLE 6. BILLS AND BILLING DATA.

6.1. The Utility 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 Commission 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. With the exception of the payments described in Article 7.3 herein, payments hereunder shall not be paid in advance of services rendered. The Ordering Agency shall effect payment of all bills for Utility Services rendered under this Areawide Contract in accordance with the terms of the Contractor's currently effective payment provisions of the Contractor's Tariff and/or Terms and Conditions, as applicable. Changes in the Contractor's Tariff provisions and/or Terms and Conditions for the payment of bills shall supersede the provisions of this paragraph.

7.2. The Ordering Agency will make invoice payments for services not subject to the direct oversight or approval of the Commission in accordance with the provisions of the FAR Subpart 52.232-25 (Article 14.1-43). The interest rate for late payments made pursuant to this clause shall be computed in accordance with the Office of Management and Budget prompt payment regulations at 5 C.F.R. 1315.

7.3. All payments hereunder shall not normally be made in advance of services rendered in accordance with FAR Subpart 32.4 unless required by the Contractor's Tariff. The applicability of this exception is limited to connection charge and line extension payments specifically cited and provided for in 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 52.232-37 shall apply (See Article 14) and the Ordering Agency must specify the method of payment and the designated payment office on the Authorization form.

ARTICLE 8. CONTRACTOR-OWNED METERS.

8.1. Metering equipment of standard manufacture suitable to measure all Utility Services supplied by the Contractor hereunder shall be furnished, installed, calibrated and maintained by the Contractor at its expense. In the event any meter fails to register or registers incorrectly, as determined by the regulations of the Commission, billing adjustments shall be made in accordance with such regulations.

8.2. The Contractor, so far as possible, shall read all meters monthly in accordance with the Contractor's Tariff and the Commission's regulations.

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 in such place and manner as provided by the Commission's regulations. Upon notice that a meter is failing to register correctly, the Contractor shall take immediate steps to effect replacement or repair. Ordering Agencies shall have the right to request a meter test in accordance with the procedures prescribed in the Commission's regulations. The tests and applicable meter accuracy standards are those set forth in the Commission's regulations. The expense of meter tests shall be borne by the party designated as responsible therefore in the Commission's regulations.

8.4. For the purposes of this Article, references to meters shall apply only to Contractor-owned metering devices installed and maintained by the Contractor in accordance with Commission guidelines for regulated 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 regulated Tariff. 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 Natural Gas 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, unless otherwise billable to or the responsibility of the Ordering Agency as set forth in the Commission's regulations or the Contractor's Tariff and/or Terms and Conditions. Notwithstanding anything to the contrary in FAR 52.241-5 (Contractor's Facilities (FEB 1995)), to the extent required by the Contractor's Tariff and/or Terms and Conditions and the Commission's rules and regulations, and in accordance thereof, such equipment and facilities for which the Contractor has responsibility in accordance with this Article 9.1 may be removed or abandoned in place. In both cases, the Agency's premises shall be restored within a reasonable time after discontinuance of service to the Ordering Agency in accordance with the Contractor's Tariff and the Commission's rules and regulations.

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 Tariff and/or Terms and Conditions and the Commission's rules and regulations.

9.3. Prior to the Contractor commencing construction on the property of the Ordering Agency, the Ordering Agency shall, at its own expense, provide the Contractor with copies of maps and other records of existing Government-owned on-site utilities and other potential obstructions, as deemed necessary by the Contractor. In addition, the Ordering Agency, at its own expense, shall locate and field-mark existing Government-owned on-site underground utilities prior to the Contractor commencing construction. As an option, the Ordering Agency may request the Contractor to provide these services within the scope of the Authorization, at an additional expense, if mutually agreed to by both parties.

ARTICLE 10. LIABILITY.

10.1. If 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, the Contractor shall be excused from any contractual or Service obligations that are impacted by the Government's limitation or restriction on access and 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. The contractor shall not be

responsible for any such liability resulting therefrom. 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 Tariff and/or Terms and Conditions, as applicable.

10.3. Except as provided above, and in accordance with the Contractor's Tariff and/or Terms and Conditions, as applicable, the Government shall not be liable for damage or injury to any person or property, including death, occasioned solely by the Contractor, its employees' or agents' negligent installation and 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, as applicable, 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, agents or third parties.

10.5. The Contractor shall not be liable for incidents arising out of or in any way connected with the violation or compliance with any local, state, or federal environmental law or regulation resulting from environmental conditions at a Government job site, release or spill of any hazardous materials or waste, or out of the management and disposal of any contaminated soils or ground water which was removed from the ground as a result of work performed by the Contractor, unless it can be determined that the such conditions resulted from the sole negligence on the part of the Contractor which resulted in willful failure to notify and react to an obvious condition.

10.6. The Government agrees to accept full responsibility for and bear all costs associated with environmental liability not caused solely by the negligence of the Contractor. Responsibility for testing, abatement, remediation, and/or disposal of hazardous material, including, but not limited to, contaminated soil, contaminated groundwater and contaminated surface water and storm water resulting from contact with pre-existing hazardous materials, lead paint, asbestos, polychlorinated biphenyls, fuel oil, or underground fuel oil tanks, shall remain with the Government. Where there is reason to suspect that hazardous material is present at the work site, or where hazardous material is encountered during the course of work being performed, the Contractor shall stop work; notify the Contracting Officer and Activity personnel, and request that the Government test the work site for such hazardous material and appropriately abate and dispose of such hazardous material. Once the work site has been cleared of all hazardous material and has been rendered safe, the Contractor shall resume work in that area.

ARTICLE 11. ACCESS TO PREMISES.

11.1. Subject to section 9.2, 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 necessary or advisable. Any such limitations or restrictions shall be subject to Section 10.1

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 of the Contractor ("change in ownership" for purposes of this Areawide Contract being defined as a sale of more than fifty percent of the outstanding voting stock of the Contractor) or a change in the name of the Contractor has occurred, the Contractor shall notify the Government at the address provided in Article 16.1 within thirty (30) days after the effective date of any such ownership or name change.

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 www.sam.gov.

13.2. The offeror represents that the following persons are authorized to negotiate and execute on its behalf with the U.S. Government in connection with this contract. (List names, titles, and telephone numbers of the authorized negotiators):

1. Pierce Norton, President and Chief Executive Officer ONE Gas, Inc., 918-947-7959
2. Caron Lawhorn, Senior Vice President Commercial ONE Gas, Inc., 918-947-7903
3. Scott Gentry, Vice President Commercial Natural Gas Distribution ONE Gas, Inc., 918-947-7452

This list may be amended and supplement in writing from time to time by the Contractor.

ARTICLE 14. SUPPLEMENTAL CLAUSES.

14.1. 52.252-2 Clauses Incorporated by Reference.

As prescribed in 52.107(b), insert the following clause:

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):

<http://www.acquisition.gov> <http://www.acqnet.gov>

FAR/GSAR REF Federal Acquisition Regulation / General Service Acquisition Regulation

1. 52.203-3 GRATUITIES (APR 1984)
2. 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2004)
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. 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (MAY 2011)
9. 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)
10. 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JULY 2013)
11. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)
12. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)
13. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011)
14. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)
15. 52.222-3 CONVICT LABOR (JUNE 2003)
16. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
17. 52.222-26 EQUAL OPPORTUNITY (MAR 2007)
18. 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (JUL 2014)

- 19. 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUL 2014)
- 20. 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (JUL 2014)
- 21. 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (SEPT 2010)
- 22. 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)
- 23. 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

- 24. 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)
- 25. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
- 26. 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
- 27. 52.232-11 EXTRAS (APR 1984)
- 28. 52.232-17 INTEREST (OCT 2010)
- 29. 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 30. 52.232.19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)⁴
- 31. 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- 32. 52.232-25 PROMPT PAYMENT (OCT 2008)¹
- 33. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- 34. 52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)^{1,2}
- 35. 52.232-36 PAYMENT BY THIRD PARTY (FEB 2010)²
- 36. 52.232-37 MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)
- 37. 52.233-1 DISPUTES (MAY 2014)
- 38. 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

- 39. 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
- 40. 52.241-2 ORDER OF PRECEDENCE—UTILITIES (FEB 1995)
- 41. 52.241-3 SCOPE AND DURATION OF CONTRACT (FEB 1995)⁴
- 42. 52.241-4 CHANGE IN CLASS OF SERVICE (FEB 1995)
- 43. 52.241-5 CONTRACTOR'S FACILITIES (FEB 1995)
- 44. 52.241-6 SERVICE PROVISIONS (FEB 1995)⁴
- 45. 52.241-7 CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR REGULATED SERVICES (FEB 1995)
- 46. 52.241-9 CONNECTION CHARGE (FEB 1995)^{2,3}
- 47. 52.241-9 CONNECTION CHARGE (ALT I) (FEB 1995)^{2,3}
- 48. 52.241-10 TERMINATION LIABILITY (FEB 1995)^{2,3}
- 49. 52.241-12 NONREFUNDABLE, NONRECURRING SERVICE CHARGE (FEB 1995)^{2,3}
- 50. 52.242-13 BANKRUPTCY (JULY 1995)
- 51. 52.243-1 CHANGES—FIXED PRICE (AUG 1987)
- 52. 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)¹
- 53. 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)
- 54. 52.246-25 LIMITATION OF LIABILITY—SERVICES (FEB 1997)
- 55. 52.248-1 VALUE ENGINEERING (ALT I) (OCT 2010)¹
- 56. 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)
- 57. 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)¹

¹ INDICATES THAT THE CLAUSE ONLY APPLIES TO THE ENERGY MANAGEMENT AUTHORIZATION AND ONLY TO THE EXTENT THAT THE CONTRACTING OFFICER OF THE DELIVERY ORDER DETERMINES THAT THE CLAUSE IS NECESSARY FOR EFFICIENT CONTRACT ADMINISTRATION.

² INDICATES THAT THE CLAUSE ONLY APPLIES TO THE NATURAL GAS SERVICE AUTHORIZATION AND ONLY TO THE EXTENT THAT THE CONTRACTING OFFICER OF THE DELIVERY ORDER DETERMINES THAT THE CLAUSE IS NECESSARY FOR EFFICIENT CONTRACT ADMINISTRATION.

³ THE REFERENCED CLAUSE ONLY SHOULD BE INCLUDED IN FULL TEXT IN THE AUTHORIZATION FOR NATURAL GAS SERVICE.

⁴ INDICATES THAT THE CLAUSE HAS BEEN INCLUDED WITHIN THE TEXT OF THE AREAWIDE CONTRACT ON A "SUBSTANTIALLY THE SAME" BASIS AS REQUIRED BY SUBPART 41.501(A) OF THE FEDERAL ACQUISITION REGULATIONS

14.2. Repeal of Clauses During Term of Contract.

If, during the term of this Areawide Contract, any of the FAR or GSAR clauses contained in this Article are repealed, revoked, or dissolved by the Government, then such clauses shall no longer be part of this 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 the Areawide Contract or other clauses referenced in this Article.

14.3. Clauses Incorporated in Full Text.

1. 52.216-1 Type of Contract (APR 1984)

As prescribed in 16.105, complete and insert the following provision:

TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed price/requirements contract resulting from this solicitation. The fixed price is based on the Contractor's Tariff.

(End of provision)

2. 52.222-40 Notification of Employee Rights Under the National Labor Relations Act.

As prescribed in 22.1605, insert the following clause:

NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be—

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

3. 52.241-7 Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995)

The items included in Contractor's Tariff are available to the government and any Ordering Agency electronically at the Contractor's website, www.onegas.com, or by contacting Contractor at the address

listed in Section 16.2. Contractor shall comply with the Commission's regulatory requirements applicable to notifications to Contractor customers for changes to the Contractor's Tariff.

(End of clause)

4. 552.241-71 Disputes (Utility Contracts).

As prescribed in 541.501, insert clause 552.241-71, Disputes (Utility Contracts), in solicitations and contracts for utility services subject to the jurisdiction and regulation of a utility rate commission.

Disputes (Utility Contracts) (Sep 2010)

The requirements of the Disputes clause at FAR 52.233-1 are supplemented to provide that matters involving the interpretation of tariffed retail rates, tariff rate schedules, and tariffed terms provided under this contract are subject to the jurisdiction and regulation of the utility rate commission having jurisdiction.

(End of clause)

14.4. State Taxes.

The contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Government agrees either to pay the amount of the state or local taxes to the Contractor or provide evidence necessary to sustain an exemption from such taxes.

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 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 life of this 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 Management and Services Program; Director, Energy Division, 1800 F Street, NW Room 5116, Washington, DC 20405 or via email at energycenter@gsa.gov.

16.2. All inquiries and notices to the Contractor regarding this Areawide Contract shall be mailed to:

Scott Gentry, Vice President Natural Gas Distribution, ONE Gas, Inc., 15 E. 5th St., Tulsa, OK 74103; for Kansas Gas Service Wade Wright, Manager Key Accounts and Business Development, Kansas Gas Service 7421 W. 129th St., Overland Park, KS 66213; for Oklahoma Natural Gas Jack Conner, Manager

Key Accounts and Business Development, Oklahoma Natural Gas 5848 E. 15th St., Tulsa, OK 74112; for Texas Gas Service Joe Kent, Manager Key Accounts and Business Development, Texas Gas Service 1301 S. MoPac, Suite 400, Austin, TX 78746, or to such other person as the Contractor may hereafter designate in writing.

16.3. The Contractor shall provide GSA with a copy of all fully executed Exhibit "B" Authorizations for Energy Management Service 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 (contract awards to small businesses), 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 life of this Areawide Contract. The report shall be submitted electronically utilizing the Small Business Administration's Electronic Subcontracting Reporting System. The website address of the system can be found at <http://www.esrs.gov>.

ARTICLE 18. UTILITY ENERGY SERVICE CONTRACTS.

18.1. Measurement and Verification: Energy Conservation Measures (ECM) will not be normally considered unless a net overall energy usage or cost reduction can be demonstrated and verified. Verification standards for energy projects are established in the M&V Guidelines: Measurement and Verification for Federal Energy Management Projects, published by the Department of Energy's Federal Energy Management Program (FEMP).

18.2. Unless otherwise provided by law, the following provisions shall apply to Energy Management Services:

(a) Payment for energy conservation measures, when authorized as an Energy Management Service (EMS), shall be equal to the direct cost of capital or financing amortized over a negotiated payment term commencing on the date of acceptance of the completed installation;

(b) The payment term for Authorizations involving energy conservation measures shall be calculated to enable the Ordering Agency's payment(s) to be lower than the estimated cost savings to be realized from its implementation. In no event, however, shall this term exceed 80% of the useful life of the equipment and material to be installed.

18.3. Subcontracting: The Contractor may perform any or all of its requested services through subcontractors, including its unregulated affiliates. ECM subcontractors shall be competitively selected in accordance with FAR 52.244-5 (Article 14.1-52 herein). Subcontractor selection shall be based on cost, experience, past performance and other such factors as the Contractor and the Ordering Agency may mutually deem appropriate and reasonably related to the Government's minimum requirements. Upon request by the Government, the Contractor shall make available to the contracting officer all documents related to the selection of a subcontractor. In no event shall the service be provided by subcontractors listed as excluded from Federal Procurement Programs maintained by GSA pursuant to 48 C.F.R. 9.404 and as discussed in FAR 52.209-6 (Article 14.1-11 herein).

18.4. For all Authorizations involving Energy Conservation Measures, it is desirable to have a warranty clause that addresses the specific needs and requirements of the work being performed and equipment that is to be provided by the Contractor, however, in the absence of a warranty clause in the Authorization the following language will serve as the default Clause:

The Company shall pass through to the Agency all warranties on equipment installed or provided by it or its subcontractors on Government property with the following representation:

ONE GAS, INC. dba KANSAS GAS SERVICE, OKLAHOMA NATURAL GAS AND TEXAS GAS SERVICE ACNOWLEDGES THAT THE UNITED STATES OF AMERICA MAY OWN OR LEASE THE EQUIPMENT AND/OR MATERIALS BEING INSTALLED OR SUPPLIED HEREUNDER, AND, ACCORDINGLY, AGREES THAT ALL WARRANTIES SET FORTH HEREIN, OR OTHERWISE PROVIDED BY LAW IN FAVOR OF ONE GAS, INC. dba KANSAS GAS SERVICE, OKLAHOMA NATURAL GAS AND TEXAS GAS SERVICE SHALL INURE ALSO TO THE BENEFIT OF THE UNITED STATES AND THAT ALL CLAIMS ARISING FROM ANY BREACH OF SUCH WARRANTIES OR AS A RESULT OF DEFECTS IN OR REPAIRS TO SUCH EQUIPMENT OR SUPPLIES MAY BE ASSERTED AGAINST MANUFACTURER DIRECTLY BY THE UNITED STATES.

18.5. The Ordering Agency shall submit to GSA a copy of all preliminary energy audit results or energy conservation measure analysis for review and compliance with Federal regulations and policy. Upon written confirmation of the aforementioned information, the Ordering Agency may negotiate Task Orders with the Contractor for the implementation of the energy conservation measures described in the preliminary documents. The Ordering Agency shall provide GSA with copies of fully executed Exhibit "B" Authorizations for Energy Management Service resulting from confirmed/approved energy audits, including any applicable attachments, at the address provided in Article 16.1.

18.6. Contractor's Responsibilities for Energy Management Services provided under this Contract:

(a) The Contractor shall not provide Energy Management Services to Federal facilities under this Agreement unless the facility is a current customer of the Contractor or a prospective customer of the Contractor that is located within a geographic area that the Contractor is authorized to serve.

(b) The work that is to be performed under the Energy Management Service contract shall be limited to work resulting in a direct reduction in energy usage (see Article 1.1(j)) and any modifications or repairs that are necessary as a direct result of the installation of the Energy Conservation Measure.

18.7. Guaranteed Savings and Scoring of UESC's by the Ordering Agency(ies):

UESC's that meet the definition of "Energy Management Service" ("EMS") prescribed in Article 1.1(k) of this Areawide Contract, and which follow the guidance prescribed in OMB Memoranda M-12-21 and M-98-13, may be scored for budgetary purposes by the Ordering Agency(ies) on an annual basis if the UESC requires:

- (a) Energy savings performance assurances or guarantees of the savings to be generated by improvements, which must cover the full cost of the Federal investment for the improvements;
- (b) Measurement and verification (M&V) of savings through commissioning and retro-commissioning; and
- (c) Competition or an alternatives analysis as part of the selection process prior to entering into a UESC

ARTICLE 19. MISCELLANEOUS.

19.1. Contract administration: The Ordering Agency shall assist in the day-to-day administration of the utility service being provided to it under an Authorization.

19.2. 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 the 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)(A)).

19.3. 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 public utility.

19.4. Term of Authorizations: It is recognized that during the life of this Contract, situations and/or requirements may arise where it may be desirable that the term of service to an Ordering Agency's facility

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 that it is within the contracting authority of the Ordering Agency and appropriate termination liability provisions have been negotiated between the Contractor and Ordering Agency to address unamortized balances for Connection Charges and/or financing charges associated with energy management service projects. Such Authorizations shall be subject to the terms and conditions of this Contract, including Section 4.5..

19.5. Indemnification: Any indemnification language contained in standard form agreements executed between the Ordering Agency and the Contractor shall be binding upon the Federal Government only to the extent authorized by opinions of the Government Accountability Office and the Federal Torts Claims Act.

19.6. Waiver of Sovereign Immunity: Any language contained in standard form agreements executed between the Ordering Agency and the Contractor shall not be construed to waive the federal government's sovereign immunity, and may not be applicable where the federal government's sovereign immunity has not otherwise been waived by statutory law.

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

UNITED STATES OF AMERICA
Acting through the Administrator
of General Services

By: Linda K. Roman
Contracting Officer
GSA, PBS, Energy Division

ATTEST:

By: [Signature]
GSA, PBS, Energy Division

**ONE GAS, INC. dba KANSAS GAS SERVICE,
OKLAHOMA NATURAL GAS AND
TEXAS GAS SERVICE**

By: [Signature]
Title: VP- Commercial Activities

ATTEST:

By: [Signature]
Title: VP, Assoc. General Counsel + Secretary

CERTIFICATE

I, Brian K. Shore, certify that I am VP, Assoc General Counsel + Secretary of

ONE GAS, INC. dba KANSAS GAS SERVICE, OKLAHOMA NATURAL GAS AND TEXAS GAS SERVICE, named as Contractor in the

Negotiated Areawide Public Utility Contract No. GS-00P-15-BSD-1138; that

Scott E. Gentry, who signed said contract

on behalf of the Contractor, was then VP, Commercial Activities of said Corporation;

and that said contract was duly signed for and on behalf of said Corporation and is within the scope of its corporate powers.

/s/ Brian K. Shore

(Corporate Seal)



EXHIBIT A

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

AUTHORIZATION FOR NATURAL GAS SERVICE, CHANGE IN NATURAL GAS SERVICE, OR DISCONNECTION OF NATURAL GAS SERVICE UNDER CONTRACT NO. **GS-OOP-15-BSD-1138**

Ordering Agency: _____
Address: _____

Pursuant to Contract No. GS-OOP-15-BSD-1138 (Contract) 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 authorization.

PREMISES TO BE SERVED: _____
SERVICE ADDRESS: _____

NATURE OF SERVICE: Connect Change Disconnect Continue Service
 Line Extension, Alteration, Relocation, or Reinforcement Transportation
 Full Service Local Distribution Services Billing & Ancillary Services

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.)

ESTIMATED ANNUAL GAS VOLUME: : _____ (Specify THERMS or CUBIC FEET)

ESTIMATED ANNUAL SERVICE COST: \$ _____
ESTIMATED CONNECTION CHARGE: \$ _____ (if applicable)**
MINIMUM MONTHLY BILL AMOUNT: \$ _____ (if applicable)

ACCOUNTING AND APPROPRIATION DATA FOR SERVICE: _____
FOR CONNECTION CHARGE: _____

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)

KANSAS GAS SERVICE
(Contractor)

By: _____
Authorized Signature
Title: _____
Date: _____

By: _____
Authorized Signature
Title: _____
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 the Energy Division (PMAA), General Services Administration, Washington, DC 20405.

EXHIBIT A

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

AUTHORIZATION FOR NATURAL GAS SERVICE, CHANGE IN NATURAL GAS SERVICE, OR DISCONNECTION OF NATURAL GAS SERVICE UNDER CONTRACT NO. **GS-OOP-15-BSD-1138**

Ordering Agency: _____
Address: _____

Pursuant to Contract No. GS-OOP-15-BSD-1138 (Contract) 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
 Line Extension, Alteration, Relocation, or Reinforcement Transportation
 Full Service Local Distribution Services Billing & Ancillary Services

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.)

ESTIMATED ANNUAL GAS VOLUME: : _____ (Specify THERMS or CUBIC FEET)

ESTIMATED ANNUAL SERVICE COST: \$ _____

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

MINIMUM MONTHLY BILL AMOUNT: \$ _____ (if applicable)

ACCOUNTING AND APPROPRIATION DATA FOR SERVICE: _____
FOR CONNECTION CHARGE: _____

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)

OKLAHOMA NATURAL GAS
(Contractor)

By: _____
Authorized Signature
Title: _____
Date: _____

By: _____
Authorized Signature
Title: _____
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 the Energy Division (PMAA), General Services Administration, Washington, DC 20405.

EXHIBIT A

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

AUTHORIZATION FOR NATURAL GAS SERVICE, CHANGE IN NATURAL GAS SERVICE, OR DISCONNECTION OF NATURAL GAS SERVICE UNDER CONTRACT NO. GS-OOP-15-BSD-1138

Ordering Agency: _____
Address: _____

Pursuant to Contract No. GS-OOP-15-BSD-1138 (Contract) 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
 Line Extension, Alteration, Relocation, or Reinforcement Transportation
 Full Service Local Distribution Services Billing & Ancillary Services

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.)

ESTIMATED ANNUAL GAS VOLUME: : _____ (Specify THERMS or CUBIC FEET)

ESTIMATED ANNUAL SERVICE COST: \$ _____
ESTIMATED CONNECTION CHARGE: \$ _____ (if applicable)**
MINIMUM MONTHLY BILL AMOUNT: \$ _____ (if applicable)

ACCOUNTING AND APPROPRIATION DATA FOR SERVICE: _____
FOR CONNECTION CHARGE: _____

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)

TEXAS GAS SERVICE
(Contractor)

By: _____
Authorized Signature
Title: _____
Date: _____

By: _____
Authorized Signature
Title: _____
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 the Energy Division (PMAA), General Services Administration, Washington, DC 20405.

EXHIBIT "B"

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

KANSAS GAS SERVICE AUTHORIZATION FOR ENERGY MANAGEMENT SERVICES AREAWIDE CONTRACT NO. GS-OOP-15-BSD-1138

Ordering Agency: _____
Address: _____

Pursuant to Areawide Contract No. GS-OOP-15-BSD-1138 (Contract) between the One Gas Inc. dba Kansas Gas Service ("Contractor") and the United States Government, service to the Government under such contract shall be rendered and subject to all the provisions thereof. The Areawide Contract shall be for a term of ten (10) years, unless otherwise renewed, extended or modified. In the event the Areawide Contract is not renewed at the expiration of the contract term, this Exhibit "B" Authorization shall be cancelled unless it is modified to incorporate the general terms and conditions of the current contract and the term extended to the required contract term.

PREMISES TO BE SERVED: _____

SERVICE ADDRESS: _____

NATURE OF SERVICE: Preliminary Energy Audit ECP Feasibility Study ECP Engineering & Design Study
 Energy Conservation Project (ECP) Installation
 Demand Side Management (DSM) Project
 Other (See Remarks Below)

ALL ENERGY MANAGEMENT SERVICES TO BE PROVIDED BY CONTRACTOR UNDER THIS AUTHORIZATION ARE SUBJECT TO THE AUTHORITY OF THE APPLICABLE STATE REGULATORY COMMISSION HAVING JURISDICTION.

POINT OF DELIVERY: _____

ESTIMATED PROJECT COST: \$ _____

ACCOUNTING AND APPROPRIATION DATA: _____

LIST OF ATTACHMENTS:

General Conditions Payment Provisions Special Requirements Economic Analysis
 Facility/Site Plans Historical Data Utility Usage History ECP Feasibility Study
 Design Drawings Design Specifications Certifications Commission Schedules

CLAUSES INCORPORATED BY REFERENCE AND MISCELLANEOUS PROVISIONS (Check applicable clauses):

- (1) 52.204-9 Personal Identity Verification of Contractor Personnel (Sept 2007)
- (2) _____ 52.215-2 Audit and Records—Negotiation (Mar 2009)
- (3) _____ 52.215-10 Price Reduction for Defective Cost or Pricing Data (Oct 2010)
- (4) _____ 52.215-12 Subcontractor Cost or Pricing Data (Oct 1997)
- (5) _____ 52.215-14 Integrity of Unit Prices (Oct 1997)
- (6) _____ 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997)
- (7) _____ 52.223-4 Recovered Material Certification (May 2008)
- (8) _____ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)
- (9) _____ 52.223-15 Energy Efficiency in Energy-Consuming Products (Dec 2007)
- (10) _____ 52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (May 2008)
- (11) _____ 52.232-25 Prompt Payment (Oct 2008)
- (12) _____ 52.232-35 Designation of Office for Government Receipt of Electronic Funds Transfer Information (May 1999)
- (13) _____ 52.241-8 Change in Rates or Terms and Conditions of Service for Unregulated Services (Feb 1995) (Supersedes the provisions of Article 14.1-53 of the Contract)
- (14) _____ 52.244-5 Competition in Subcontracting (Dec 1996)
- (15) _____ 52.249-8 Default (Fixed-Price Supply and Service) (Apr 1984)

In addition, the Contracting Officer negotiating the terms and conditions under this Authorization, with written consent from Contractor, may supplement the above-referenced clauses with clauses for the appropriate type of contract.

REMARKS:

ACCEPTED:

(Ordering Agency)
By: _____
Authorized Signature
Title: _____
Date: _____
Telephone No. _____

KANSAS GAS SERVICE
(Contractor)
By: _____
Authorized Signature
Title: _____
Date: _____
Telephone No. _____

NOTE: A fully executed copy of this Authorization shall be transmitted by the ordering Agency to the Energy Division (PMAA), General Services Administration, Washington, DC 20405.

EXHIBIT "B"

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

OKLAHOMA NATURAL GAS AUTHORIZATION FOR ENERGY MANAGEMENT SERVICES AREAWIDE CONTRACT NO. GS-OOP-15-BSD-1138

Ordering Agency: _____
Address: _____

Pursuant to Areawide Contract No. GS-OOP-15-BSD-1138 (Contract) between the One Gas Inc. dba Oklahoma Natural Gas ("Contractor") and the United States Government, service to the Government under such contract shall be rendered and subject to all the provisions thereof. The Areawide Contract shall be for a term of ten (10) years, unless otherwise renewed, extended or modified. In the event the Areawide Contract is not renewed at the expiration of the contract term, this Exhibit "B" Authorization shall be cancelled unless it is modified to incorporate the general terms and conditions of the current contract and the term extended to the required contract term.

PREMISES TO BE SERVED: _____

SERVICE ADDRESS: _____

NATURE OF SERVICE: Preliminary Energy Audit ECP Feasibility Study ECP Engineering & Design Study
 Energy Conservation Project (ECP) Installation
 Demand Side Management (DSM) Project
 Other (See Remarks Below)

ALL ENERGY MANAGEMENT SERVICES TO BE PROVIDED BY CONTRACTOR UNDER THIS AUTHORIZATION ARE SUBJECT TO THE AUTHORITY OF THE APPLICABLE STATE REGULATORY COMMISSION HAVING JURISDICTION.

POINT OF DELIVERY: _____

ESTIMATED PROJECT COST: \$ _____

ACCOUNTING AND APPROPRIATION DATA: _____

LIST OF ATTACHMENTS:

<input type="checkbox"/> General Conditions	<input type="checkbox"/> Payment Provisions	<input type="checkbox"/> Special Requirements	<input type="checkbox"/> Economic Analysis
<input type="checkbox"/> Facility/Site Plans	<input type="checkbox"/> Historical Data	<input type="checkbox"/> Utility Usage History	<input type="checkbox"/> ECP Feasibility Study
<input type="checkbox"/> Design Drawings	<input type="checkbox"/> Design Specifications	<input type="checkbox"/> Certifications	<input type="checkbox"/> Commission Schedules

CLAUSES INCORPORATED BY REFERENCE AND MISCELLANEOUS PROVISIONS (Check applicable clauses):

- (1) 52.204-9 Personal Identity Verification of Contractor Personnel (Sept 2007)
- (2) _____ 52.215-2 Audit and Records—Negotiation (Mar 2009)
- (3) _____ 52.215-10 Price Reduction for Defective Cost or Pricing Data (Oct 2010)
- (4) _____ 52.215-12 Subcontractor Cost or Pricing Data (Oct 1997)
- (5) _____ 52.215-14 Integrity of Unit Prices (Oct 1997)
- (6) _____ 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997)
- (7) _____ 52.223-4 Recovered Material Certification (May 2008)
- (8) _____ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)
- (9) _____ 52.223-15 Energy Efficiency in Energy-Consuming Products (Dec 2007)
- (10) _____ 52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (May 2008)
- (11) _____ 52.232-25 Prompt Payment (Oct 2008)
- (12) _____ 52.232-35 Designation of Office for Government Receipt of Electronic Funds Transfer Information (May 1999)
- (13) _____ 52.241-8 Change in Rates or Terms and Conditions of Service for Unregulated Services (Feb 1995) (Supersedes the provisions of Article 14.1-53 of the Contract)
- (14) _____ 52.244-5 Competition in Subcontracting (Dec 1996)
- (15) _____ 52.249-8 Default (Fixed-Price Supply and Service) (Apr 1984)

In addition, the Contracting Officer negotiating the terms and conditions under this Authorization, with written consent from Contractor, may supplement the above-referenced clauses with clauses for the appropriate type of contract.

REMARKS:

ACCEPTED:

(Ordering Agency)
By: _____
Authorized Signature
Title: _____
Date: _____
Telephone No. _____

OKLAHOMA NATURAL GAS

(Contractor)
By: _____
Authorized Signature
Title: _____
Date: _____
Telephone No. _____

NOTE: A fully executed copy of this Authorization shall be transmitted by the ordering Agency to the Energy Division (PMAA), General Services Administration, Washington, DC 20405.

EXHIBIT "B"

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

TEXAS GAS SERVICE AUTHORIZATION FOR ENERGY MANAGEMENT SERVICES AREAWIDE CONTRACT NO. GS-OOP-15-BSD-1138

Ordering Agency: _____
Address: _____

Pursuant to Areawide Contract No. GS-OOP-15-BSD-1138 (Contract) between the One Gas, Inc. dba Texas Gas Service ("Contractor") and the United States Government, service to the Government under such contract shall be rendered and subject to all the provisions thereof. The Areawide Contract shall be for a term of ten (10) years, unless otherwise renewed, extended or modified. In the event the Areawide Contract is not renewed at the expiration of the contract term, this Exhibit "B" Authorization shall be cancelled unless it is modified to incorporate the general terms and conditions of the current contract and the term extended to the required contract term.

PREMISES TO BE SERVED: _____

SERVICE ADDRESS: _____

NATURE OF SERVICE: Preliminary Energy Audit ECP Feasibility Study ECP Engineering & Design Study
 Energy Conservation Project (ECP) Installation
 Demand Side Management (DSM) Project
 Other (See Remarks Below)

ALL ENERGY MANAGEMENT SERVICES TO BE PROVIDED BY CONTRACTOR UNDER THIS AUTHORIZATION ARE SUBJECT TO THE AUTHORITY OF THE APPLICABLE STATE REGULATORY COMMISSION HAVING JURISDICTION.

POINT OF DELIVERY: _____

ESTIMATED PROJECT COST: \$ _____

ACCOUNTING AND APPROPRIATION DATA: _____

LIST OF ATTACHMENTS:

General Conditions Payment Provisions Special Requirements Economic Analysis
 Facility/Site Plans Historical Data Utility Usage History ECP Feasibility Study
 Design Drawings Design Specifications Certifications Commission Schedules

CLAUSES INCORPORATED BY REFERENCE AND MISCELLANEOUS PROVISIONS (Check applicable clauses):

- (1) 52.204-9 Personal Identity Verification of Contractor Personnel (Sept 2007)
- (2) 52.215-2 Audit and Records—Negotiation (Mar 2009)
- (3) 52.215-10 Price Reduction for Defective Cost or Pricing Data (Oct 2010)
- (4) 52.215-12 Subcontractor Cost or Pricing Data (Oct 1997)
- (5) 52.215-14 Integrity of Unit Prices (Oct 1997)
- (6) 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997)
- (7) 52.223-4 Recovered Material Certification (May 2008)
- (8) 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)
- (9) 52.223-15 Energy Efficiency in Energy-Consuming Products (Dec 2007)
- (10) 52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (May 2008)
- (11) 52.232-25 Prompt Payment (Oct 2008)
- (12) 52.232-35 Designation of Office for Government Receipt of Electronic Funds Transfer Information (May 1999)
- (13) 52.241-8 Change in Rates or Terms and Conditions of Service for Unregulated Services (Feb 1995) (Supersedes the provisions of Article 14.1-53 of the Contract)
- (14) 52.244-5 Competition in Subcontracting (Dec 1996)
- (15) 52.249-8 Default (Fixed-Price Supply and Service) (Apr 1984)

In addition, the Contracting Officer negotiating the terms and conditions under this Authorization, with written consent from Contractor, may supplement the above-referenced clauses with clauses for the appropriate type of contract.

REMARKS:

ACCEPTED:

(Ordering Agency)
By: _____
Authorized Signature
Title: _____
Date: _____
Telephone No. _____

TEXAS GAS SERVICE
(Contractor)
By: _____
Authorized Signature
Title: _____
Date: _____
Telephone No. _____

NOTE: A fully executed copy of this Authorization shall be transmitted by the ordering Agency to the Energy Division (PMAA), General Services Administration, Washington, DC 20405.