

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER EOPMA-20-0004		PAGE 1 OF 1	
2. CONTRACT NO. 47PA0420D0009	3. AWARD/EFFECTIVE DATE 12/17/2019	4. ORDER NUMBER	5. SOLICITATION NUMBER
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Kijuana Young	b. TELEPHONE NUMBER (No collect calls) 202-412-4723

9. ISSUED BY U.S. General Services Administration Energy Division (PMA) 1800 F Street, NW Room 5118 Washington, DC 20405 USA	CODE PMA	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE % FOR:
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SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 221210
 HUBZONE SMALL BUSINESS EDWOSB SIZE STANDARD:
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8 (A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING
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15. DELIVER TO CODE	16. ADMINISTERED BY GSA, Energy Division 1800 F Street, NW, Room 5118 Washington, DC 20405 USA CODE PMAA
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17a. CONTRACTOR/OFFEROR Philadelphia, City Of 800 W Montgomery Ave Philadelphia, PA 19122-2808 USA CAGE Code: 1GAS0 TELEPHONE NO.	CODE 148415904	FACILITY CODE	18a. PAYMENT WILL BE MADE BY General Services Administration c/o AMERESCO Spokane, WA 99209 CODE AMERESCO
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See below for additional information <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (Type or print) CRAIG E. WHITE PRESIDENT & CEO, PGW	31b. NAME OF CONTRACTING OFFICER (Type or print) Ebony Atkinson
30c. DATE SIGNED	31c. DATE SIGNED 12/19/19

GSA Areawide Contract

For

Natural Gas, Energy Management Services and/or
Services Provided Under the Appropriate Regulatory
Authority

Contract No. 47PA0420D0009

between the

United States of America

and

**Philadelphia Gas Works by Philadelphia Facilities Management
Corporation**

franchised service areas of the City of Philadelphia, Pennsylvania

Negotiated Areawide Contract
No. 47PA0420D0009

between the

United States of America
And
Philadelphia Gas Works by Philadelphia Facilities Management Corporation

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NEGOTIATED AREAWIDE CONTRACT

No. 47PA0420D0009

BETWEEN THE

UNITED STATES OF AMERICA

AND

Philadelphia Gas Works by Philadelphia Facilities Management Corporation

Preamble and Whereas Clauses

THIS AREAWIDE CONTRACT FOR Natural Gas and Energy Management Services and/or Services Provided Under The Appropriate Regulatory Authority is executed this 17th day of December, 2019, between the UNITED STATES OF AMERICA, acting through the Administrator of General Services (hereinafter referred to as the "**Government**"), pursuant to 40 U.S.C. 501(b)(1), and, Philadelphia Gas Works by Philadelphia Facilities Management Corporation ("PFMC"), solely in its capacity as operator and manager of the City-owned Philadelphia Gas Works, under and pursuant to an Agreement with the City of Philadelphia dated December 29, 1972, as amended, and having its principal office and place of business at 800 West Montgomery Avenue, Philadelphia, Pennsylvania 19122 (hereinafter referred to as the "**Contractor**");

WHEREAS, the Contractor is a natural gas utility company that is regulated by the Philadelphia Gas Commission and the Pennsylvania Public Utility Commission;

WHEREAS, the Contractor now has on file with the Commission all of its effective tariffs, rate schedules, riders, rules and regulatory terms and conditions of service, as applicable; and

WHEREAS, with some exceptions, the Government is generally required by FAR 41.2, to enter into a bilateral contract for Natural Gas and Energy Management Services and/or Services Provided Under The Appropriate Regulatory Authority at each Federal facility where the value of the Services provided is expected to exceed the simplified acquisition threshold; and

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, the Government is now purchasing such natural gas, energy management services from the Contractor under the Areawide Public Utilities Contract No. GS-00P-08-BSD-0546 with a modification that expires on 16 December 2019, 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 Natural Gas and Energy Management Services and/or Services Provided Under The Appropriate Regulatory Authority from the Contractor and to facilitate participation to increase energy efficiency as authorized and encouraged by 10 U.S.C. 2911-2918 and 42 U.S.C. 8256; and

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) "**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.
- (b) **"Appropriate Regulatory Authority"** means the Pennsylvania Public Utility Commission, and/or with such other regulatory bodies as may have jurisdiction over the Contractor (hereinafter referred to collectively as the "Commission").
- (c) **"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.
- (d) **"Authorization"** means an order form used to acquire Services under this Areawide Contract (see Exhibit "A" AUTHORIZATION FOR NATURAL GAS SERVICE, CHANGE IN NATURAL GAS SERVICE, OR DISCONNECTION OF NATURAL GAS SERVICE, Exhibit "B" AUTHORIZATION FOR ENERGY MANAGEMENT SERVICE, OR DISCONNECTION OF ENERGY MANAGEMENT SERVICE, Exhibit "C" AUTHORIZATION FOR THE PROVISION OF SERVICES PROVIDED UNDER THE APPROPRIATE REGULATORY AUTHORITY.
- (e) **"Class of Service" or "Service Classification"** means those categories of service established in the Contractor's Tariff as filed with the Commission.
- (f) **"Connection Charge or "Extension Fee"** 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 and the Commission's rules and regulations, installed, owned, maintained and operated by the Contractor.
- (g) **"Contractor's Tariffs"** means Pennsylvania Public Utility Commission 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 Commission.
- (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, but not subject to the direct oversight or approval of the Commission. The definition of "Terms and Conditions" shall not include price-related matters or contract terms developed for specific Authorizations.
- (i) **"Energy Conservation Measure"** means any specific energy related or water service intended to provide energy savings and/or demand reduction in Federal facilities (Reference Article 18 herein).
- (j) **"Energy Management Service (EMS)"** means any project that is designed to reduce and/or manages energy demand in a facility as well 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 and maintenance and commissioning services (Energy Conservation Measure and Demand Side Management Measure are considered equivalent terms.) To be considered an EMS measure, the measure must satisfy all of the following requirements:
1. The EMS measure must be designed to 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 or any action that is necessary to ensure the functionality of the EMS measure.
- (k) **"Gas Service(s)"** means regulated gas commodity, where applicable, transmission, distribution, and/or related services.
- (l) **"Hazardous Materials"** means
- i. those substances defined as "hazardous substances" pursuant to the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601)
 - ii. those substances designated as a "hazardous substance" or as a "toxic pollutant" pursuant to the Clean Water Act (33 U.S.C. Sections 1251 et seq.);
 - iii. those substances defined as "hazardous materials" pursuant to the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.);
 - iv. those substances regulated as a "chemical substance or mixture" or as an "imminently hazardous chemical substance or mixture" pursuant to Section 6 or 7 of the Toxic Substances Control Act (15 U.S.C. Sections 2601 et seq.);
 - v. those substances defined as "contaminants" pursuant to Section 1401 of the Safe Drinking Water Act (42 U.S.C. Sections 300f et seq.), if present in excess of permissible levels;

- vi. those substances regulated pursuant to the Oil Pollution Act of 1990 (33 U.S.C. Sections 2701 et seq.);
 - vii. those substances defined as a "pesticide" pursuant to the Federal Pesticide Act of 1978 (7 U.S.C. Sections 136 et seq.);
 - viii. those substances defined as a "source", "special nuclear" or "by-product" material pursuant to Section 11 of the Atomic Energy Act of 1954 (42 U.S.C. Section 2014 et seq.);
 - ix. those substances defined as "residual radioactive material" in Section 101 of the Uranium Mill Tailings Radiation Control Act of 1978 (42 U.S.C. Sections 7901 et seq.);
 - x. those substances defined as "toxic materials" or "harmful physical agents" pursuant to Section 6 of the Occupational Safety and Health Act (29 U.S.C. Section 651 et seq.);
 - xi. those substances defined as "hazardous air pollutants" or "regulated substance" pursuant to the Clean Air Act (42 U.S.C. Sections 7401 et seq.);
 - xii. those substances defined as "extremely hazardous substances" pursuant to the Emergency Planning & Community Right-to-Know Act of 1986 (42 U.S.C. Sections 11001 et seq.);
 - xiii. those other hazardous substances, toxic pollutants, hazardous materials, chemical substances or mixtures, imminently hazardous chemical substances or mixtures, contaminants, pesticides, source materials, special nuclear materials, by-product materials, residual radioactive materials, toxic materials, harmful physical agents, air pollutants, regulated substances, or extremely hazardous substances defined in any regulations promulgated pursuant to any environmental Law, and
 - xiv. all other contaminants, toxins, pollutants, hazardous substances, substances, materials and contaminants, polluted, toxic and hazardous materials, the use, disposition, possession or control of which is regulated by one or more Laws.
- (m) "**Hazardous Wastes**" means those substances defined as "hazardous waste" pursuant to Section 6903 (5) of the Resource, Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), and those other hazardous wastes defined in any regulations promulgated pursuant to any environmental Law.
- (n) "**Ordering Agency**" means any Agency that enters into a bilaterally executed Authorization for procurement of **Natural Gas and Energy Management Services and/or Services Provided Under The Appropriate Regulatory Authority** under this Areawide Contract.
- (o) "**Other Regulated Services**" means any services that Contractor is permitted by the Appropriate Regulatory Authority to provide, other than the Natural Gas Services and Gas Transportation Services.
- (p) "**Service(s)**" means any Natural Gas and Energy Management Services and/or Services Provided Under The Appropriate Regulatory Authority that are generally available from the Contractor pursuant to Contractor's Tariffs or the Contractor's Terms and Conditions, whichever is applicable.
- (q) "**Termination Authorization**" means an order form used to discontinue or disconnect Services under this Areawide Contract (see **Exhibit "A" AUTHORIZATION FOR NATURAL GAS SERVICE, CHANGE IN NATURAL GAS SERVICE, OR DISCONNECTION OF NATURAL GAS SERVICE, Exhibit "B" AUTHORIZATION FOR ENERGY MANAGEMENT SERVICE, OR DISCONNECTION OF ENERGY MANAGEMENT SERVICE, Exhibit "C" AUTHORIZATION FOR THE PROVISION OF SERVICES PROVIDED UNDER THE APPROPRIATE REGULATORY AUTHORITY**).

1.2. This Article is hereby expanded to include the additional definitions contained in FAR 52.202-1, Definitions (November 2013), 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 17 December 2019 ("**Effective Date**"), and shall continue for a period of ten (10) years ("**Term**"), except that the Government, pursuant to the clause contained in FAR 52.249-2, incorporated into this Areawide Contract under Article 14.1, or the Contractor, upon sixty (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, provided, however, that neither the stated duration of this Areawide Contract nor any other termination of it, in whole or in part, pursuant to such incorporated clause, 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, rates, rules, regulations, riders, practices, or terms and conditions of Service as may be modified, amended, or supplemented by the Contractor and approved from time to time by the Commission.

2.2. Authorizations may be executed under this Areawide Contract at any time during the term of this Contract. The Areawide Contract shall be for a term of ten (10) years. The term of any Authorization executed under this contract

may be for a term of up to ten (10) years, which term may extend beyond the term of this Areawide Contract. Authorizations executed pursuant to the authority under 42 U.S.C. Section 8256 may be for a term of up to 25 years, as long as the other requirements of this Section are met, and the term may extend beyond the term of the Areawide Contract. Termination, modification or expiration of the Areawide Contract shall not affect in any way any Authorizations previously entered into under this Contract.

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 Natural Gas, Energy Management Services and/or Services Provided Under the Appropriate Regulatory Authority. 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 or Service of a special nature, provided such negotiated rates or service are in accordance with the rules and regulations of the Commission, if applicable.

2.5. This Areawide Contract may be used by an Ordering Agency to obtain any Services that are offered by Contractor. Services provided under this Areawide Contract may not be supplied in a manner inconsistent with law or other regulations.

2.6. To facilitate an Ordering Agency obtaining services under Contractor's standard agreements for utility service, an Exhibit "C", Authorization for Provision of Services Provided Under the Appropriate Regulatory Authority, has been included in this Areawide Contract. This Authorization is designed so it also can be used by an Ordering Agency when a change requested by the Ordering Agency to Contractor's standard terms and conditions for utility service has been approved by the Appropriate Regulatory Authority.

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. 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 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, 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 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. In the event the Areawide Contract is not renewed at the expiration of the contract term, any active Authorizations for services shall be controlled by the Contract terms and conditions in effect at the time of award.

ARTICLE 5. RATES, CHARGES, AND PUBLIC REGULATION.

5.1. A complete listing of all Contractor's Tariffs, as amended, supplemented, modified and revised from time to time, is available to the Government and any Ordering Agency electronically at the Contractor's website accessible via <https://www.pgworks.com/>.

5.2. Subject to the provisions of Article 2.3, all Natural Gas, Energy Management Services and/or Services Provided Under the Appropriate Regulatory Authority purchased under this Areawide Contract, as well as any other action under this Areawide Contract shall be in accordance with, and subject to, the Contractor's Tariffs, except to the extent that same are preempted by Federal law. Throughout the Term of the Areawide Contract, the Government shall have full access to the Contractor's currently effective Tariffs. In the event the Contractor's Tariffs become inaccessible via the internet or the Ordering Agency does not have access to the internet, the Contractor agrees to provide newly effective or amended Tariffs 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 will approve 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.

5.4. The Contractor hereby represents and warrants to the Government that the 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 service rates that are 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 Tariffs, the Commission's rules and regulations, or the Contractor's policies and practices applicable to all customers, and in accordance therewith, or unless otherwise agreed to between Contractor and an Ordering Agency, any necessary extension, alteration, relocation, or reinforcement of the Contractor's transmission or distribution lines, related special facilities, Service arrangements, demand side management services (including any rebates to which the Ordering Agency may be entitled), energy audit services, 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 for a period of one (1) year after the provision of matters or services rendered. 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.

5.8. The requirements of the Disputes clause at FAR 52.233-1 are supplemented to provide that matters involving the interpretation of Contractor's Tariff(s) are subject to the jurisdiction and regulation of the utility rate commission having jurisdiction.

ARTICLE 6. BILLS AND BILLING DATA.

6.1 The Natural Gas, Energy Management Services and/or Services Provided Under the Appropriate Regulatory Authority 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 regulated Services rendered under this Areawide Contract in accordance with the terms of the Contractor's Tariff. Changes in the Contractor's Tariff provisions for the payment of bills shall supersede the provisions of this paragraph to the extent of the applicability of such changes.

7.2. The Ordering Agency will make invoice payments for Services not subject to the direct oversight of the Commission in accordance with the provisions of the FAR 52.232-25. The Government will compute the interest penalty for late or under payments in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

7.3. Payments hereunder shall not normally be made in advance of services rendered in accordance with FAR 32.4, unless required by the Contractor's Tariff. The applicability of this provision is limited to connection charge and line extension payments specifically cited 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 52.232-34 shall apply 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. Utility meter reading and all matters related to utility metering shall be as prescribed in the Contractor's Tariff or in the Contractor's Terms and Conditions, as applicable.

8.2. For the purposes of Article 8, references to meters shall apply only to Contractor-owned metering devices installed and maintained by the Contractor in accordance with Commission 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 required to supply service at the delivery point(s) specified in an Authorization shall be determined in accordance with the Contractor's Tariff or the Contractor's Terms and Conditions, whichever is applicable. The Ordering Agency shall provide and prepare in accordance with the Contractor's requirements, 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; provided, however, that nothing herein shall be deemed to preclude the Contractor from including in the Contractor's Tariff or the Contractor's Terms and Conditions, whichever is applicable, any expenses allowed to be passed on to customers in accordance with the Contractor's Tariff or the Contractor's 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 Tariffs, the Contractor's Terms and Conditions, or the Commission'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 may be removed or abandoned in place. In both cases, the Agency's premises shall be 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 Areawide Contract shall be obtained and the expense for same borne in accordance with the Contractor's Tariffs, Contractor's Terms and Conditions, and the Commission's rules and regulations.

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, or otherwise perform under this Areawide Contract, 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 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 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.

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 pre-existing conditions at a Government job site, release or spill of any pre-existing Hazardous Materials or Hazardous Waste, or out of the management and disposal of any pre-existing contaminated soils or ground water, hazardous or non-hazardous, removed from the ground as a result of work performed by the Contractor.

10.6. The Government agrees to accept full responsibility for and bear all costs associated with pre-existing environmental liability. Responsibility for testing, abatement, remediation, and/or disposal of Hazardous Material, including, but not limited to, contaminated soil, lead paint, asbestos, 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, the Contractor shall resume work in that area.

ARTICLE 11. ACCESS TO PREMISES.

11.1. The Contractor, its affiliates, and subcontractors, if any, shall have access to the premises served at all reasonable times during the Term of this Areawide Contract and of any Authorization executed under this Areawide Contract and for a reasonable period of time following its expiration or termination, whichever occurs earliest, to perform certain work, which shall include but not be limited to the following: 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. However, any such limitation or restriction shall not be to the extent to prohibit the Contractor's ability to complete all work incidents to the termination or expiration of this Areawide Contract.

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. "Change in ownership" for purposes of this Areawide Contract means a sale by Contractor's Parent Corporation of more than fifty percent of the outstanding voting stock of the Contractor. 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>.

13.2. Contractor represents that the following persons (or their applicable successors or delegates) are currently authorized to negotiate and/or execute on its behalf with the U.S. Government in connection with this Areawide Contract, including any Authorizations executed under this Areawide Contract:

- (a) Name: Douglas Moser
Title: Chief Operating Officer
Email: Douglas.Moser@pgworks.com
Phone: (215) 684-6899

- (b) Name: Florian Teme
Title: Vice President, Marketing & Sales
Email: Florian.Teme@pgworks.com
Phone: (215) 684-6463

Contractor reserves the right to amend the above-list of persons at any time by delivering written notice to the Government at the address provided in Article 16.1.

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/GSAR REF	Federal Acquisition Regulation
1. 52.202-1	DEFINITIONS (JUL 2004)
2. 52.203-3	GRATUITIES (APR 1984)
3. 52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
4. 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)
5. 52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
6. 52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
7. 52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)
8. 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
9. 52.204-24	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)
10. 52.204-25	PROHIBITION OF CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT (AUG 2019)
11. 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)
12. 52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (OCT 2018)
13. 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)
14. 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018)
15. 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

16. 52.222-26	EQUAL OPPORTUNITY (SEP 2016)
17. 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)
18. 52.222-36	EQUAL OPPORTUNITIES FOR WORKERS WITH DISABILITIES (JUL 2014)
19. 52.222-50	COMBATING TRAFFICKING IN PERSONS (JAN 2019)
20. 52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014)
21. 52.232-25	PROMPT PAYMENT (JAN 2017)
22. 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2018)
23. 52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER-OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
24. 52.233-1	DISPUTES (MAY 2014)
25. 52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
26. 52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
27. 52.241-2	ORDER OF PRECEDENCE—UTILITIES (FEB 1995)
28. 52.241-7	CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR REGULATED SERVICES (FEB 1995)
29. 52.241-8	CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR UNREGULATED SERVICES (FEB 1995)
30. 52.242-13	BANKRUPTCY (JULY 1995)
31. 52.243-1	CHANGES—FIXED PRICE (AUG 1987)
32. 52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
33. 52.249-2	TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)(APR 2012)
34. 52.241-70	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR OR QUARTER (SEPT 2010)
35. 52.241-71	DISPUTES (UTILITY CONTRACTS) (SEPT 2010)

14.2 Unregulated Services.

Pursuant to this Areawide Contract, the Contractor may provide energy related services that are not subject to rate and tariff regulations by the Commissions under a pre-approved alternative (FAR 52.241-8) that demonstrates the Contractor will provide these services under terms and conditions that are competitive and otherwise in the best interests of the Ordering Agency. If, as demonstrated by the Ordering Agency, the conditions for use of this pre-approved alternative cannot be satisfied, then the Ordering Agency should consider the requirement of the Competition in Contracting Act of 1984 and the extent to which a competitive acquisition process is required to select and award a contract for these unregulated services. If an Authorization under this Areawide Contract is utilized, the prices and terms and conditions for unregulated services offered by the Contractor shall be negotiated subject to the requirements of FAR 41.5, subject to the general requirements of FAR 52.241-8.

14.3 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.

14.4 Clauses Incorporated in Full Text.

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

- (a) The items included in Contractor's Tariff are available to the government and any Ordering Agency electronically at the Contractor's website, <https://www.pgworks.com/> Contractor shall comply with the Commission's regulatory requirements applicable to notifications to Contractor customers for changes to Contractor's Tariff.

- (b) The requirements of the Disputes clause at Federal Acquisition Regulation (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 Areawide contract are subject to the jurisdiction and regulation of the utility rate commission having jurisdiction.

(End of clause)

GSAR 552.204-70, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019)

- (a) Definitions. As used in this clause-

"Covered telecommunications equipment or services", "Critical technology", and "Substantial or essential component" have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

- (b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

- (c) Representation. The Offeror or Contractor represents that it [] will or [] will not [Contractor to complete and submit to the Contracting Officer] provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

- (d) Disclosures. If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer--

1. All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
2. Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;
3. For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and
4. For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of clause)

14.5 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 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 (PMA), 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: Maryanne Campbell, Director Strategic Initiatives, Maryanne.Campbell@pgworks.com or to 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 Authorizations including any applicable attachments at the address provided in Article 16.1.

ARTICLE 17. REPORTING.

17.1 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 30 October 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. 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 North-American Energy Measurement and Verification Protocol (NEMVP), published by the Department of Energy's Federal Energy Management Program (FEMP), or as agreed in the Authorization.

18.2. Unless otherwise provided by law or by mutual agreement, the following provisions shall apply:

- (a) Payment for energy conservation measures, when authorized as 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 should 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 eighty percent (80%) of the useful life of the equipment/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 (Competition in Subcontracting) (DEC 1996) (See Article 14). 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 FAR 9.404 in accordance with 52.209-6 (Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015) (See Article 14)).

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:

If applicable and to the extent feasible, 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:

CONTRACTOR ACKNOWLEDGES THAT THE UNITED STATES OF AMERICA WILL 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 THE COMPANY 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 CONTRACTOR OR MANUFACTURER DIRECTLY BY THE UNITED STATES OF AMERICA.

18.5. The Ordering Agency shall submit to GSA a copy of all preliminary energy audit results or ECM analysis for review. Upon written acknowledgement of the aforementioned information, a copy of which shall be provided by the Ordering Agency to the Contractor, the Ordering Agency may negotiate Authorizations with the Contractor for the implementation of the ECMs described in the preliminary documents. The Ordering Agency shall provide GSA with copies of fully executed Exhibit "B" Authorizations for any EMS resulting from approved energy audits, including any applicable attachments, at the address provided in Article 16.1.

18.6. Contractor's Responsibilities under this Areawide Contract:

(a) The Contractor shall not provide Energy Management Service to Federal facilities unless the facility is a current customer or prospective customer of the regulated utility within the franchised service territory of the utility company providing such services.

(b) The work that is to be performed under the Authorization for Energy Management Services shall be limited to work resulting in a direct reduction in energy usage (see Article 1.1) and any modification or repair that is necessary as a direct result of the installation of the ECM.

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 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

18.8. Performance Verification Plan: In order to assure the necessary fiscal responsibility consistent with sound program management, alternatively financed UESCs should include a plan for continued action during the contract to assure continued accomplishment of expected performance (this is referred to as a Performance Assurance or Performance Verification Plan). The level of performance assurance and its associated costs should be worth the level of certainty of cost savings that the Ordering Agency reasonably deems to be necessary. Each alternatively financed UESC should have a performance assurance plan to accomplish this. Such plans should provide for the separate evaluation of each energy conservation measure and combination of measures in order to identify the appropriate level of needed performance assurance activity based on the technical complexity, potential savings magnitude, and specific situation. (See Overview of the Measurement and Verification for Federal Energy Projects Guidelines Version 2.2 or FEMP Fact Sheet - Performance Assurance for Multi-Year Contracts Under the Utility

Incentive Program for further guidance.) Inclusion of and compliance with the performance assurance plan in the specific project task order satisfies the requirements of Contractor under section 18.1 and 18.7.

ARTICLE 19. MISCELLANEOUS.

19.1. Contract Administration: The Ordering Agency shall assist in the day-to-day administration of the 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 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).

19.3. Obligation to Serve: Nothing contained in this Areawide Contract shall obligate the Contractor to take any action which it may consider to be detrimental to its obligations as a public utility.

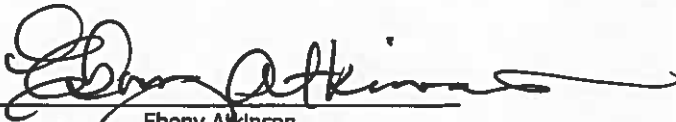
19.4. Term of Authorizations: It is recognized that during the Term of this Areawide Contract, situations and/or requirements may arise where it may be desirable that the term of service to an Ordering Agency's facility extend beyond the Term of this Areawide Contract. In such event, the particular Authorization involved may specify a term extending beyond the Term of this Areawide 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 charge or energy management service projects.

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 law, opinions of the Government Accountability Office and the Federal Torts Claims Act.

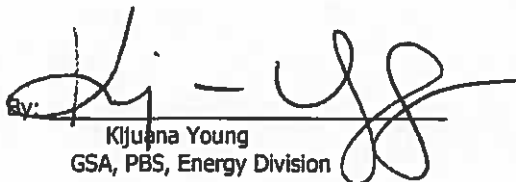
19.6. Authorization Procedure: The execution of an Authorization by Contractor and an Ordering Agency shall not supersede a previously executed Authorization addressing the same service unless specifically stated. Allowable terms of Authorizations shall be consistent with the guidance and policy set forth in Article 2.2 of this Areawide contract.

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

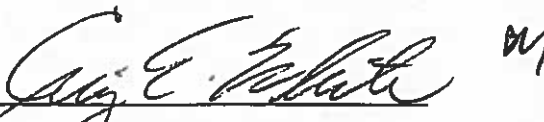
UNITED STATES OF AMERICA
Acting through the Administrator
of General Services

By: 
Ebony Atkinson
GSA, PBS, Energy Division
Contracting Officer

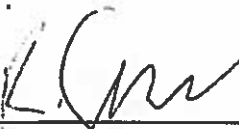
ATTEST:

By: 
Kijuana Young
GSA, PBS, Energy Division

Philadelphia Gas Works by Philadelphia Facilities Management Corporation

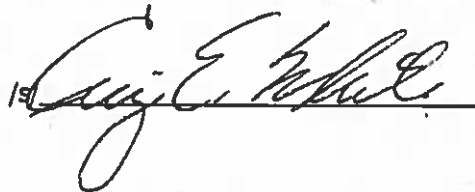
By:  ^{DM}
Craig White
President and CEO

ATTEST:

By: 
Raquel Guzman
Assistant Secretary

CERTIFICATE

I, Florian Teme, certify that I am VP of **Philadelphia Gas Works by Philadelphia Facilities Management Corporation**, named as Contractor in the negotiated Areawide Contract No. 47PA0420D0009; that **Craig White**, who signed said Areawide Contract on behalf of the Contractor, was then President and CEO of said Contractor; and that said Areawide Contract was duly signed for and on behalf of said Contractor and is within the scope of its corporate powers.

A handwritten signature in black ink, appearing to read "Craig E. White", is written over a horizontal line. The signature is cursive and somewhat stylized.

(Corporate Seal)

EXHIBIT "A"

Philadelphia Gas Works by Philadelphia Facilities Management Corporation
AUTHORIZATION FOR NATURAL GAS SERVICE, CHANGE IN NATURAL GAS SERVICE, OR DISCONNECTION OF NATURAL GAS SERVICE UNDER
CONTRACT NO. 47PA0420D0009

Ordering Agency: _____

Address: _____

Pursuant to Contract No. 47PA0420D0009 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 Special Facilities

OTHER TERMS AND CONDITIONS: _____
Attach any other relevant terms and conditions under which service will be provided.

CONNECTION: If this Authorization is used for connection of utility service, the connection charges established in Philadelphia Gas Works Utilities Corporation tariffs shall apply. If "Connect" is selected above, the estimated connection charges shall be included in the executed Authorization. Estimated Connection Charges \$_____.

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 ENERGY USAGE: _____ KWH, ESTIMATED DEMAND: _____ KW

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) _____ 52.241-3 Scope and Duration of Contract (FEB 1995)
- 4) _____ 52.241-5 Contractor's Facilities (FEB 1995)
- 5) _____ 52.241-6 Service Provisions (FEB 1995)
- 6) _____ 52.241-11 Multiple Service Locations (FEB 1995)
- 7) _____ 52.249- Default (_____) (Specify appropriate Clause)
- 8) _____ 52.241-12 Nonrefundable, Nonrecurring Service charge (FEB 1995)

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)

By: _____
Authorized Signature

Title: _____

Date: _____

**Philadelphia Gas Works by Philadelphia Facilities
Management Corporation**

(Contractor)

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 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

EXHIBIT "B"

**Philadelphia Gas Works by Philadelphia Facilities Management Corporation
AUTHORIZATION FOR ENERGY MANAGEMENT SERVICE, OR DISCONNECTION OF ENERGY MANAGEMENT SERVICE
CONTRACT NO. 47PA0420D0009**

Ordering Agency: _____

Address: _____

Pursuant to Contract No. 47PA0420D0009 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 and subject to all the provisions thereof. This Authorization for Energy Management Services (EMS) including any attachments listed below and any FAR provisions checked below and incorporated herein by reference, shall together with the referenced Areawide Contract form one single integrated agreement.

PREMISES TO BE SERVED: _____

SERVICE ADDRESS: _____

NATURE OF SERVICE: Preliminary Energy Audit, Comprehensive Energy Audit
 EMS Engineering and Design, EMS Installation
 Demand Side Management (DSM) Project, Other (See Remarks Below)

IF ANY REGULATED SERVICES ARE PROVIDED UNDER THIS AUTHORIZATION, SUCH SERVICES SHALL BE SUBJECT TO THE AUTHORITY OF THE APPLICABLE PUBLIC UTILITY SERVICE COMMISSION.

POINT OF DELIVERY: _____

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 |
| <input type="checkbox"/> Other: | | | |

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

- 1) _____ 52.204-9 *Personal Identity Verification of Contractor Personnel (JAN 2011)*
- 2) _____ 52.215-2 *Audit and Records - Negotiation (OCT 2010)*
- 3) _____ 52.215-10 *Price Reduction for Defective Cost or Pricing Data (AUG 2011)*
- 4) _____ 52.215-14 *Integrity of Unit Prices (OCT 2010)*
- 5) _____ 52.215-20 *Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data (OCT 2010)*
- 6) _____ 52.222-54 *Employment Eligibility Verification (OCT 2015)*
- 7) _____ 52.222-6 *Construction Wage Rate Requirements (Aug 2018)*
- 8) _____ 52.223-4 *Recovered Material Certification (MAY 2008)*
- 9) _____ 52.223-9 *Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008)*
- 10) _____ 52.223-15 *Energy Efficiency in Energy-Consuming Products (DEC 2007)*
- 11) _____ 52.223-17 *Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (MAY 2008)*
- 12) _____ 52.232-25 *Prompt Payment (JAN 2017)*
- 13) _____ 52.241-7 *Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995) Use Full Text of Clause*
- 14) _____ 52.244-5 *Competition In Subcontracting (DEC 1996)*
- 15) _____ 52.249-8 *Default (Fixed Price Supply or Service) (APR 1984)*

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

ACCEPTED:

(Ordering Agency)

By: _____
Authorized Signature

Title: _____

Date: _____

**Philadelphia Gas Works by Philadelphia Facilities
Management Corporation**

(Contractor)

By: _____
Authorized Signature

Title: _____

Date: _____

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

EXHIBIT "C"

Philadelphia Gas Works by Philadelphia Facilities Management Corporation
AUTHORIZATION FOR THE PROVISION OF SERVICES PROVIDED UNDER THE APPROPRIATE REGULATORY AUTHORITY
(insert authority)
CONTRACT NO. 47PA0420D0009

Ordering Agency: _____

Address: _____

Pursuant to Areawide Contract No. 47PA0420D0009 between Philadelphia Gas Works by Philadelphia Facilities Management Corporation ("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 by the Ordering Agency in initiating service under this contract as described below.

PREMISES TO BE SERVED: _____

SERVICE ADDRESS: _____

NATURE OF SERVICE: _____ [add description of the specific service requested by the Ordering Agency. For example, interconnection of the Ordering Agency's renewable energy project.]

OTHER TERMS AND CONDITIONS:

[Describe or attach description]

[Attached as Exhibit C.1 are, if applicable, Contractor's terms and conditions for the specific service identified above, which may include modifications that have been made by Contractor for the Ordering Agency with the approval of the (insert appropriate Regulatory Authority) _____]

TERM OF SERVICE: From _____ through _____

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)

Philadelphia Gas Works by Philadelphia Facilities Management Corporation
(Contractor)

By: _____
Authorized Signature

By: _____
Authorized Signature

Title: _____

Title: _____

Date: _____

Date: _____

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