Areawide Public Utility Contract

for

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

Contract No. GS-00P-15-BSD-1161

between the

United States of America

and

AGL RESOURCES INC.

For the

Franchised areas in the

Atlanta, Georgia area

Elkton, Maryland area

Hamilton and Bradley counties of southeast Tennessee

Central New Jersey

Miami-Dade and Brevard Counties, Florida

Northern third of Illinois excluding the City of Chicago

Southeastern Virginia

Negotiated Areawide Contract
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NEGOTIATED AREAWIDE CONTRACT
No. **GS-00P-15-BSD-1161**

BETWEEN THE
UNITED STATES OF AMERICA
AND
AGL RESOURCES INC.

THIS AREAWIDE CONTRACT FOR NATURAL GAS, ENERGY MANAGEMENT SERVICES, and SERVICES PROVIDED UNDER THE APPROPRIATE REGULATORY AUTHORITY is executed this 12th day of July, 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 Section 201(a) of the Federal Property and Administrative Services Act of 1949, as amended, 40 U.S.C. 501(b)(1), and AGL Resources Inc., a holding company organized and existing under the laws of the State of Georgia and acting on behalf of its operating subsidiaries: Atlanta Gas Light Company, Pivotal Utility Holdings, Inc. d/b/a Elizabethtown Gas, Chattanooga Gas Company, Pivotal Utility Holdings, Inc. d/b/a Florida City Gas, Pivotal Utility Holdings, Inc. d/b/a Elkton Gas, Virginia Natural Gas, Inc. and Northern Illinois Gas Company d/b/a/ Nicor Gas Company (hereinafter referred to as the "Contractor"):

WHEREAS, the Contractor through its various subsidiaries is a natural gas transmission and distribution utility company that is regulated by the Georgia Public Service Commission, Maryland Public Service Commission, Tennessee Regulatory Authority, Florida Public Service Commission, Virginia State Corporation Commission, Illinois Commerce Commission, New Jersey Board of Public Utilities and/or such other regulatory bodies as may have jurisdiction over the Contractor (hereinafter referred to collectively as the "Commission") and having its principal office and place of business at 10 Peachtree Place, Atlanta, Georgia;

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;

WHEREAS, with some exceptions, the Government is generally required by Chapter 1 of Title 48 of the Federal Acquisition Regulation (FAR), 48 CFR 41.204, to enter into a bilateral contract for utility service at each Federal facility where the value of the utility service provided is expected to exceed $150,000 per year;

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

WHEREAS, the Contractor and the Government mutually desire that this Areawide Contract be used by the agencies of the Government in obtaining natural gas, energy management services, and/or services provided under the Appropriate Regulatory Authority 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 acquisition of Utility Service by all Federal agencies with facilities in the service territory from Contractor for a period not to exceed ten (10) years;

(b) the term "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 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, on the General Services Administration website, which may be updated or supplemented by the Government from time to time;

(c) the term "Ordering Agency" means any Agency that is authorized to and obtains Utility services under this Areawide Contract;

(d) the term "Authorization" means an order form used to acquire services under this Areawide Contract (see Exhibit "A" AUTHORIZATION FOR NATURAL GAS SERVICE, Exhibit "B" AUTHORIZATION FOR ENERGY MANAGEMENT SERVICE, and/or EXHIBIT "D" AUTHORIZATION FOR THE PROVISION OF SERVICES PROVIDED UNDER THE APPROPRIATE REGULATORY AUTHORITY 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 Regulations and General Services Acquisition Regulations 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 provided under this Contract, where the Authorization for Utility Services does not otherwise specify how Utility Services are to be terminated. (SEE EXHIBIT "A" AUTHORIZATION FOR NATURAL GAS SERVICE, Exhibit "B" AUTHORIZATION FOR ENERGY MANAGEMENT SERVICE, and/or EXHIBIT "D" AUTHORIZATION FOR THE PROVISION OF SERVICES PROVIDED UNDER THE APPROPRIATE REGULATORY AUTHORITY;

(f) the term "Service" means any natural gas and/or energy management services generally available from the Contractor pursuant to Contractor's Tariff or the Contractor's Terms and Conditions, whichever is applicable;

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

(h) the term "Energy Conservation Measure" means any specific energy related or water measure 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 service providing a measure 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" means the Contractor's tariff filed with the applicable Commission, 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, and payment terms established by the Contractor for those services that are provided pursuant to this Areawide Contract and not specifically addressed by the Contractor's Tariff, and as such, may be modified, amended, or supplemented by the Contractor from time to time.

(l) the term "Connection Charge" means a Contractor's charge for Natural Gas Service facilities on the Contractor's side of the delivery point which facilities (1) are required to make connections with the nearest point of Natural Gas Service 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;

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

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

(o) the term "Service Territory" means the certificated service territories of Contractor for the provision of Utility Service in the States of Georgia, Maryland, Tennessee, Florida, Virginia, New Jersey and Illinois and/or such other jurisdictions in which Contractor provides Utility Service under the Appropriate Regulatory Authority.

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 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 14.1-69, or the Contractor, upon 60 days written notice to the Government, may terminate this Areawide contract, in whole or in part, when it is in their respective interest to do so. 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 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 term of any Authorization may be for a term extending beyond the term of this Areawide Contract in accordance with the provisions and conditions contained in the applicable 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 Natural Gas Services and/or Energy Management 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 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. To facilitate an Ordering Agency obtaining services under Contractor's standard agreements for utility service, an Exhibit "D" has been included in this Areawide Contract. This Exhibit "D" 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 Utility 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. 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 or the Contractor may discontinue service provided pursuant to this Areawide Contract or an Authorization 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 Tariff, Contractor's Terms and Conditions, or as otherwise provided under a particular Authorization.

4.4. Prior to entering into an Authorization for goods and/or services, other than Utility Service, 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 Regulations (48 C.F.R 6.301).

4.5. Within the authorities of the Ordering Agency, the term of any individual Authorization is independent of the expiration date of this Areawide Contract and the conditions and articles of this Areawide Contract shall apply throughout the term of any Authorization placed against it in accordance with Article 19.4 herein.

4.6 The Contracting Officer of the Authorization shall review the clauses in Article 14 and only include the relevant clauses in the Exhibit "A" AUTHORIZATION FOR NATURAL GAS SERVICE, and/or Exhibit "B" AUTHORIZATION FOR ENERGY MANAGEMENT SERVICE.

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 http://www.aglresources.com and links to the applicable utility website.

5.2. All Utility Service and/or Energy Management 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 the Contractor's Terms and Conditions, as applicable, 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 Tariffs. 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 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 approves a change in rates for Utility 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 Utility 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 Utility Service 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, the Contractor's Terms and Conditions, and/or the Contractor's policies and procedures applicable to similarly-situated customers, 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. and 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. Any charges for matters or services referenced in Article 5.6 hereof which are not established by the Contractor's Tariff shall be subject to audit by the Ordering Agency. Payment for the matters and services referenced in Article 5.6 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. will not exceed the charges billed to other customers of the Contractor served under the same service classification for like matters or services provided under similar circumstances.

ARTICLE 6. BILLS AND BILLING DATA.

6.1. The 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. Changes in the Contractor's Tariff provisions 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 provision is limited to Connection Charges, contributions in aid of construction, 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 Contractor's Tariff or 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 Contractor's Tariff or Commission's regulations. The tests and applicable meter accuracy standards are those set forth in the Contractor's Tariff or Commission's regulations. The expense of meter tests shall be borne by the party designated as responsible therefore in the Contractor's Tariff or Commission's regulations.

8.4. For the purposes of this Areawide Contract, references to meters shall apply only to Contractor-owned metering devices installed and maintained by the Contractor in accordance with the Contractor's Tariff or 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. The responsibility for owning, furnishing, installing, and maintaining all equipment and facilities (other than meters) required to supply Natural Gas Service at the delivery point(s) specified in an Authorization shall be determined in accordance with the Contractor's Tariff and Contractor's Terms and Conditions. The Ordering Agency shall provide, free of charge to the Contractor, mutually agreeable locations on its premises for the installation of meters and such other equipment furnished and owned by the Contractor and necessary to supply service hereunder. The Contractor shall, at all times during the life of this Areawide Contract, operate and maintain at its expense such equipment or facilities as for which it has responsibility in accordance with this Article 9.1, and shall assume all taxes and other charges in connection therewith. Notwithstanding anything to the contrary in FAR 52.241-5 (Contractor's Facilities (FEB 1995)), to the extent required by the Contractor's Tariffs and the 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 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 Tariff 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, 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 or costs incurred by Contractor resulting from such restricted or limited access to the extent permitted by law and authorized by appropriations. This Article 10.1 shall not be construed to limit the Government's liability under applicable law. To the extent Contractor is required to obtain badges, vehicle decals, clearances or other entry credentials specific to the Ordering Agency facilities, the Government shall provide such credentials at no cost to the Contractor.

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 where applicable.

10.3. Except as provided above, and in accordance with the Contractor's Tariff, 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, 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 waste, or out of the management and disposal of any pre-existing contaminated soils or ground water, whether hazardous or non-hazardous, which was 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, 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, the Contractor shall resume work in that area.

ARTICLE 11. ACCESS TO PREMISES.

11.1. The Contractor shall have access to the premises served at all reasonable times during the term of this Areawide Contract and at its expiration or termination for the purpose of reading meters, making installations, repairs, or removals of the Contractor's equipment, or for any other proper purposes hereunder; provided, however, that proper military or other governmental authority may limit or restrict such right of access in any manner considered by such authority to be necessary or advisable, subject to Section 10.1 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 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 on the System for Award Management, which shall be filed annually electronically at www.sam.gov.

13.2. Contractor represents to the Government that this Contract has been, and each Authorization to be entered into under this Contract will be, duly executed by an authorized representative of Contractor and, upon such execution, will constitute the legal, valid and binding obligation of Contractor enforceable against Contractor in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors' rights and subject to general equitable principles.

ARTICLE 14. SUPPLEMENTAL CLAUSES.

14.1. Clauses and Provisions Incorporated by Reference.

This contract, where applicable to the services being provided under an Authorization, incorporates one or more provisions and contract 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. The Contractor is cautioned that the listed provisions and clauses may include blocks that must be completed by the Contractor and/or submitted with its documentation. In lieu of submitting the full text of those provisions and clauses, the Contractor may identify the provision and/or clause by paragraph identifier and provide the appropriate information with its documentation. Also, the full text of the provisions and clauses may be accessed electronically at this/these address(es):

http://www.acquisition.gov,
http//:www.acqnet.gov

	FAR REF	Federal Acquisition Regulation
1.	52.203-3	GRATUITIES (APR 1984)
2.	52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
3.	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)
4.	52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
5.	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
6.	52.203-10	PRICE OR FEE ADJUSTMENT 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 (OCT 2010)
9.	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (MAY 2011)
10.	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)[1]
11.	52.204-7	CENTRAL CONTRACTOR REGISTRATION (JUL 2013)
12.	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)
13.	52.215-2	AUDIT AND RECORDS—NEGOTIATION (OCT 2010)[1]
14.	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)[1]
15.	52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 2010)[1]
16	52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010)[1]
17.	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010)[1]
18.	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)
19.	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014)
20.	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)
21.	52.222-3	CONVICT LABOR (JUNE 2003)
22.	52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
23.	52.222-26	EQUAL OPPORTUNITY (MAR 2007)
24.	52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)
25.	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUL 2014)
26.	52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUL 2014)
27.	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (SEPT 2010)
28.	52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
29.	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)
30.	52.223-4	RECOVERED MATERIAL CERTIFICATION (MAY 2008)[1]
31.	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)
32.	52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
33.	52.223-9	ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)[1]
34.	52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)[1]
35.	52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)[1]
36.	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
37.	52.232-11	EXTRAS (APR 1984)
38.	52.232-17	INTEREST (MAY 2014)
39.	52.232-18	AVAILABILITY OF FUNDS (APR 1984)
40.	52.232.19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)[4]
41.	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014)
42.	52.232-25	PROMPT PAYMENT (JUL 2013)[1]
43.	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (JUL 2013)

44.	52.232-35	DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (JUL 2013)[1]
45.	52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)
46.	52.233-1	DISPUTES (MAY 2014)
47.	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
48.	52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
49.	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
50.	52.241-2	ORDER OF PRECEDENCE—UTILITIES (FEB 1995)
51.	52.241-3	SCOPE AND DURATION OF CONTRACT (FEB 1995)[4]
52.	52.241-4	CHANGE IN CLASS OF SERVICE (FEB 1995)[4]
53.	52.241-5	CONTRACTOR'S FACILITIES (FEB 1995)[2,4]
54.	52.242-13	BANKRUPTCY (JULY 1995)
55.	52.243-1	CHANGES—FIXED PRICE (AUG 1987)
56.	52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)[1]
57.	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2014)
58.	52.246-25	LIMITATION OF LIABILITY—SERVICES (FEB 1997)
59.	52.248-1	VALUE ENGINEERING (ALT I) (OCT 2010)[1]
60.	52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)
61.	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)[1]
62.	552.241-70	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR OR QUARTER (SEPT 2010)
63.	552.241-71	DISPUTES (UTILITY CONTRACTS) (AUG 2010)

[1] INDICATES THAT THE CLAUSE 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 APPLIES TO THE 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 SHOULD BE INCLUDED IN FULL TEXT IN THE AUTHORIZATION FOR 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 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.

(End of provision)

2. 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

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, Phone: (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)

As prescribed in 41.501(d)(1), insert a clause substantially the same as the following:

CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR REGULATED SERVICES (FEB 1995)

(a) This clause applies to the extent services furnished under this contract are subject to regulation by a regulatory body. The Contractor agrees to give 30 days written notice of (1) the filing of an application for change in rates or terms and conditions of service concurrently with the filing of the application and (2) any changes pending with the regulatory body as of the date of contract award. Such notice shall fully describe the proposed change. If, during the term of this contract, the regulatory body having jurisdiction approves any changes, the Contractor shall forward to the Contracting Officer a copy of such changes within 15 days after the effective date thereof. The Contractor agrees to continue furnishing service under this contract in accordance with the amended tariff, and the Government agrees to pay for such service at the higher or lower rates as of the date when such rates are made effective.

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

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

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

(End of clause)

NOTE: Insert language prescribed in 41.501(d)(1).

4. The requirements of the Disputes clause at Federal Acquisition Regulation (FAR) 52.233-1 are supplemented to provide that matters involving the interpretation of tariff retail rates, tariff rate schedules, and tariff 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: Kathy Robb (name), Program Manager, Energy Services (title), Ten Peachtree Place, Atlanta, GA 30309 (address), telephone number 404.584.4372, or to such other person as the Contractor may hereafter designate in writing, with a copy to:

AGL Resources Inc.
General Counsel
Ten Peachtree Place
Atlanta, GA 30309.

16.3. The Ordering Agency 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: ECMs 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, the following provisions shall apply to EMS:

(a) Payment for ECMs, when authorized as an 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 ECM 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 eighty percent (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 (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 an ECM 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 in accordance with 52.209-6 (Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (AUG 2013) (See Article 14)).

18.4. For all Authorizations involving ECMs, 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, Contractor 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 IF SET FORTH IN THE AUTHORIZATION 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 CONTRACTOR SHALL INURE, IF APPLICABLE, ALSO TO THE BENEFIT OF THE UNITED STATES OF AMERICA 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 A 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. Upon written acknowledgement from the GSA of receipt 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 energy conservation measures described in the preliminary documents. The Ordering Agency shall provide GSA with copies of fully executed Exhibit "B" Authorizations for any Energy Management Service resulting from approved energy audits, including any applicable attachments, at the address provided in Article 16.1. Any responsibilities of an Ordering Agency under this provision shall not be a contract requirement of the Contractor.

18.6. Contractor's Responsibilities under this Areawide Contract for EMS provided under this Areawide Contract:

(a) The Contractor shall not provide EMS 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 the Contractor's Service Territory.

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

18.7. 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(l) 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;

(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. In order to assure the necessary fiscal responsibility consistent with sound program management, 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 (M&V) and its associated costs should be worth the level of certainty of cost savings that the Ordering Agency reasonably deems to be necessary. Each 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 Authorization 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 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.

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. Koman
Linda K. Koman
Contracting Officer
GSA, PBS, Energy Division

ATTEST:

By: Franz N. Stuppard
Franz N. Stuppard
GSA, PBS, Energy Division

AGL RESOURCES INC.

By:

Title: SVP

ATTEST:

By: Adrienne J. Acardrett, CAP-OM

Title: Administrative Assistant II

CERTIFICATE

I, Myra C. Bierria certify that I am Corporate Secretary of AGL RESOURCES INC., named as Contractor in the negotiated Areawide Public Utility Contract No. GS-OOP-15-BSD-1161; that Scott Carter, who signed said contract on behalf of the Contractor, was then Senior Vice President 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/ _____

(Corporate Seal)

EXHIBIT "A"

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

_____

(Insert the name of the utility company providing service)
AUTHORIZATION FOR NATURAL GAS SERVICE, CHANGE IN NATURAL GAS SERVICE,
OR DISCONNECTION OF NATURAL GAS SERVICE UNDER
CONTRACT NO. **GS-OOP-15-BSD-1161**

Ordering Agency:_____
Address: _____

Pursuant to Contract No. GS-OOP-15-BSD-1161 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 Article 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, ☐ DSM Work
☐ 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.
POINT OF DELIVERY:_____
_____
TERM OF SERVICE: From_____ through _____.
SERVICE HEREUNDER SHALL BE UNDER RATE SCHEDULE NO._____,
ESTIMATED ANNUAL ENERGY USAGE:_____MCF,
ESTIMATED ANNUAL SERVICE COST: $_____
ESTIMATED CONNECTION/SPECIAL FACILITIES CHARGE: $_____ (If applicable)**
ACCOUNTING AND APPROPRIATION DATA FOR SERVICE:_____
FOR CONNECTION/SPECIAL FACILITIES CHARGE:_____

CLAUSES INCORPORATED BY REFERENCE (Check applicable clauses):

(1)____ 52.211-10 Commencement, Prosecution and Completion of Work (APR 1984)
(2)____ 52.236-5 Material and Workmanship (APR 1984)
(3)____ 52.241-4 Change in Class of Service (FEB 1995)
(4)____ 52.241-3 Scope and Duration of Contract (FEB 1995)
(5)____ 52.241-5 Contractor's Facilities (FEB 1995)
(6)____ 52.241-7 Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995) (Use Full Text of Clause)
(7)____ 52.241-11 Multiple Service Locations (FEB 1995)
(8)____ 52.243-1 Changes-Fixed Price (AUG 1987)
(9)____ 52.249-_ Default (_____) (Specify appropriate Clause)

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)	(Insert name of utility company providing service) (Contractor)
By:_____	By:_____
Authorized Signature	Authorized Signature
Title:_____	Title:_____
Date:_____	Date:_____

** Include a reference to the applicable rate schedule, and attach a copy of such schedule.

** If necessary, attach and make part hereof supplemental agreements or sheets that cover required connection or extension charges and special facilities or service arrangements. (See Article 5 of this Contract for instructions.) **NOTE:** A fully executed copy of this Authorization shall be transmitted by the Ordering Agency to the Energy Division (PMAA), General Services Administration, Washington, DC 20405.

EXHIBIT "B"

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

_____

(Insert the name of the utility company providing service)
AUTHORIZATION FOR ENERGY MANAGEMENT SERVICES
CONTRACT NO. **GS-OOP-15-BSD-1161**

Ordering Agency:_____
Address: _____

Pursuant to Contract No. GS-OOP-15-BSD-1161 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: ☐ Preliminary Energy Audit ☐ ECP Feasibility Study ☐ ECP Engineering & Design Study
☐ Energy Conservation Project (ECP) Installation ☐ Demand Side Management (DSM) Project
☐ Other (See Remarks Below)

SERVICE HEREUNDER shall be provided consistent with the Contractor's applicable tariffs, rates, rules, regulations, riders, practices, and/or terms and conditions of service, as modified, amended or supplemented by the Contractor and approved, to the extent required, by the Commission. (See Article 5 of this contract.)

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 (Check applicable clauses):

(1)____52.211-10 Commencement, Prosecution and Completion of Work (APR 1984)
(2)____52.232-5 Payments under Fixed-Price Construction Contracts (SEP 2002)
Supersedes provisions of payment clauses in Article 14.
(3)____52.2332-27 Prompt Payment for Construction Contracts (FEB 2002)
(4)____52.236-5 Material and Workmanship (APR 1984)
(5)____52.241-8 Change in Rates or Terms and Conditions of Service for Unregulated Services (FEB 1995) (Use full Text of Clause)
(6)____52.243-1 Changes-Fixed Price (AUG 1987)
(7)____52.249-__ Default (_____) (Specify appropriate Clause)

In addition, the Contracting Officer negotiating the terms and conditions under this authorization shall supplement the above-referenced clauses with clauses for the appropriate type of contract.

REMARKS:

ACCEPTED:

_____
(Ordering Agency)

By:_____
Authorized Signature
Title:_____
Date:_____
Telephone No._____

_____
(Insert Name of Utility Company Providing 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 "D"

Contractor's ID NO._____(Optional)

Ordering Agency's ID _____(Optional)

_____
(Insert the name of the utility company providing service)

AUTHORIZATION FOR THE PROVISION OF SERVICES PROVIDED UNDER
(insert appropriate Regulatory Authority)_____

AREAWIDE CONTRACT NO. GS-OOP-15-BSD-1161

Ordering Agency:_____

Address: _____

Pursuant to Areawide Contract No. GS-OOP-15-BSD-1161 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.

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 D.1 are Contractor's applicable terms, conditions or standard agreement(s), as authorized for use by (insert appropriate Regulatory Authority) _____, 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)	(Contractor)
By:_____	By:_____
Authorized Signature	Authorized Signature
Title:_____	Title:_____
Date:_____	Date:_____

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.