Areawide Public Utility Contract

for

Electric and Energy Management Services

Contract No. GS-00P-09-BSD-0704

between the

United States of America

and

PENNSYLVANIA POWER COMPANY,

dba PENN POWER

Franchised Areas in Western Pennsylvania

Negotiated Areawide Contract
No. GS-00P-09-BSD-0704

between the
United States of America
and
PENNSYLVANIA POWER COMPANY

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NEGOTIATED AREAWIDE CONTRACT
No. **GS-00P-09-BSD-0704**

BETWEEN THE
UNITED STATES OF AMERICA
AND
PENNSYLVANIA POWER COMPANY,
dba PENN POWER

THIS AREAWIDE CONTRACT FOR Electric and Energy Management Services is executed this 11th day of September, 2009, between the UNITED STATES OF AMERICA, acting through the Administrator of General Services (hereinafter referred to as the "Government"), pursuant to the authority contained in 40 U.S.C. 501(b)(1), and Pennsylvania Power Company, dba Penn Power, a Pennsylvania corporation, organized and existing under the laws of the Commonwealth of Pennsylvania, and having its principal office and place of business at 76 South Main Street, Akron, OH 44308 (hereinafter referred to as the "Contractor"):

WHEREAS, the Contractor is the designated agent of the aforementioned utility companies which are regulated by the Pennsylvania Public Utilities Commission and the Federal Energy Regulatory Commission;

WHEREAS, the Contractor now has on file with the Commission and/or with such other regulatory bodies as may have jurisdiction over the Contractor (hereinafter referred to collectively as the "Commission") all of its effective tariff, 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 Electric, Electric Transmission, and/or Energy Management Services at each Federal facility where the value of the Utility Service provided is expected to exceed $100,000 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 Electric and/or Energy Management Services from the Contractor and to facilitate partnering arrangements as encouraged and authorized by 10 U.S.C. 2911-2918 and 42 U.S.C. 8256);

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

ARTICLE 1. DEFINITIONS.

1.1. As used in this contract,

(**a**) the term "Areawide Contract" means this master contract entered into between the Government and Contractor to cover the Utility Service acquisitions of all Federal agencies in the franchised certificated 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 4800.2E on the General Services Administration website;

(**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 ELECTRIC SERVICE and/or Exhibit "B" AUTHORIZATION FOR ENERGY MANAGEMENT SERVICE) annexed hereto. With the exception of the provisions defined in "Contractor's Tariff," all Authorizations shall be administered outside of the oversight and purview of the regulatory environment and in accordance with the requirements of the Federal Acquisition Regulations;

(e) the term "Termination Authorization" means an order form used to 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 ELECTRIC SERVICE and/or Exhibit "B" AUTHORIZATION FOR ENERGY MANAGEMENT SERVICE);

(f) the term "Service" means any Electric 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 "Electric Service" means regulated Electric commodities (where applicable), transmission, distribution, and/or related Services;

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

(j) the term "Energy Management Service (EMS)" means any project that reduces and/or manages energy demand in a facility, as well as those Services that determine whether such reductions are feasible (such as energy audits and any ancillary Services necessary to ensure the proper operation of an Energy Conservation Measure). Such Utility Services include, but not limited to, operating, maintenance and commissioning Services. Energy Conservation Measures and demand side management measures 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.

(k) the term "Contractor's Tariff" means Pennsylvania Power Company's Utility Service Tariffs, and includes rate schedules, covenants, riders, rules, regulations, and regulated terms and conditions of Service as may be modified, amended or supplemented by the Contractor from time to time and approved by the Commission;

(l) the term "Contractor's Terms and Conditions" for this Agreement, means the generic terms, conditions, policies, procedures, payment terms and prices established by the Contractor for those Services that are provided pursuant to this Contract, and as such, may be modified, amended, or supplemented by the Contractor from time to time, that are under the Commission's jurisdiction, but are not required to be approved by the Commission before they take effect. The definition of "Terms and Conditions" shall not include price-related matters or contract terms and conditions developed for specific Authorizations;

(m) the term "Connection Charge" means a Contractor's charge for facilities on the Contractor's side of the delivery point which facilities (1) are required to make connections with the nearest point of supply and (2) are installed, owned, maintained, and operated by the Contractor in accordance with the Contractor's Tariff and the Commission's rules and regulations; and

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

(o) the term "Utility Service" means any Electric Service, Electric Transmission Service, Energy Conservation Measure 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.

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 13th day of September, 2009, and shall continue for a period of ten (10) years, except that the Government, pursuant to the clause contained in FAR 52.249-2 (48 C.F.R. 52.249-2), incorporated into this Areawide Contract under Article 14.1-50, or the Contractor, upon 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 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 the contract, up to and including the last effective date. The term of the Authorization shall be for a term of up to ten (10) years that is independent of the term of this Areawide Contract provided this contract is superseded by a follow-on contract with the Contractor.

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 Electric 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.

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. 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, 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 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 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 CFR 6.301).

ARTICLE 5. RATES, CHARGES, AND PUBLIC REGULATION.

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

5.2. Subject to the provisions of Article 2.3, all utility 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, 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 Tariff in accordance with the Contractor's Tariff distribution practices, policies and procedures applicable to all customers.

5.3. If, during the term of this Areawide Contract, the Commission approves a change in rates for 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 or the Contractor's Terms and Conditions, and in accordance therewith, any necessary extension, alteration, relocation, or reinforcement of the Contractor's transmission and/or distribution lines, related special facilities, Service arrangements, Energy Management Services (including any rebates to which the Ordering Agency may be entitled), energy audit Services, or other Utility Services required or requested by an Ordering Agency shall be provided and, as applicable, billed for, by the Contractor.

5.7. To the extent available from the Contractor, the Contractor shall provide and, as applicable, bill for technical assistance on or concerning an Ordering Agency's equipment (such as the inspection or repair of such equipment) as may be requested by such Ordering Agency. The charges for such technical assistance shall be calculated at the time the technical assistance is rendered in accordance with the Contractor's applicable billing schedule in effect at the time the technical assistance is rendered (except as otherwise mutually agreed upon by the Contractor and Ordering Agency in writing), and the assistance shall comply with Contractor's Tariffs, if applicable.

5.8. The Authorization used to obtain and provide the matters, Utility Services, or technical assistance described in Articles 5.6 and 5.7 above shall contain information descriptive of the matters, services, or technical assistance required or requested, including the amount of (or method to determine) any payment to be made by the Ordering Agency to the Contractor for the provision of said matters, services, or technical assistance.

5.9. 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. 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. 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 Contract in accordance with the terms of the Contractor's Tariff. Upon the non-receipt of payment for services provided by the Contractor and receiving a bill for such service rendered by the Contractor, a Late Payment Charge at the rate of 1.5% per monthly billing period shall be applied.

This charge will be applied to all amounts previously billed, including any unpaid late payment charge amounts applied to previous bills, which are not received by the Contractor when the next regular bill is calculated. The amount of the Late Payment Charge to be added to the unpaid balance shall be determined by multiplying the unpaid balance by the monthly Late Payment Charge rate of 1.5%. 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 14.1-27). 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. Payments hereunder shall not normally be made in advance of Services rendered, except for the exclusions included in 48 C.F.R. 32.404. The applicability of this provision is limited to connection charge and line extension payments specifically cited and provided for in the Contractor's Tariff.

7.4. Each payment made by Treasury check to the Contractor shall include the Contractor's billing stub(s), or a Government or Ordering Agency payment document that clearly and correctly lists all of the Contractor's account numbers to which the payment applies and the dollar amount applicable to each account. If payment is by Electronic Funds Transfer either through the Automated Clearing House (ACH) or the Federal Reserve Wire Transfer System, the provisions of FAR Subpart 52.232-37 shall apply (See Article 14) and the Ordering Agency must specify the method of payment and the designated payment office in the Authorization.

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 shall read all meters in accordance with the Contractor's Tariff and the Commission's regulations.

8.3. Meters shall be inspected upon installation at no direct charge to the Ordering Agency. Subsequent inspection, periodic testing, repair, and replacement of meters shall be done in such place and manner as provided by the Commission's regulations. Upon notice that a meter is failing to register correctly, the Contractor shall take commercially reasonable steps to effect replacement or repair. Ordering Agencies shall have the right to request a meter test in accordance with the procedures prescribed in the Commission's regulations. The tests and applicable meter accuracy standards are those set forth in the Commission's regulations. The expense of meter tests shall be borne by the party designated as responsible therefor in the Commission's regulations.

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

ARTICLE 9. EQUIPMENT AND FACILITIES.

9.1. Subject to the provisions of Article 5.6 hereof, the responsibility for owning, furnishing, installing, and maintaining all equipment and facilities (other than meters) required to supply service at the delivery point(s) specified in an Authorization shall be determined in accordance with the Contractor's regulated Tariff. The Ordering Agency shall provide, free of charge to the Contractor, mutually agreeable locations on its premises for the installation of meters and such other equipment furnished and owned by the Contractor and necessary to supply 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 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 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 Ordering Agency has limited or restricted the Contractor's right of access under Article 11 and thereby interfered with the Contractor's ability to supply Service or to correct dangerous situations which are a threat to public safety, the Government shall indemnify and hold the Contractor harmless from any liability resulting from such restricted or limited access to the extent permitted by law and authorized by appropriations. This Article 10.1 shall not be construed to limit the Government's liability under applicable law.

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

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, its employees' or agents' negligent installation and use, operation or intentional misuse of the Contractor's equipment or facilities.

10.4. In accordance with the Contractor's Tariff and/or Terms and Conditions 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 waste, or out of the management and disposal of any pre-existing contaminated soils or ground water 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, 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 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.

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. In the event of 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 of the effective date of any such ownership or name change.

ARTICLE 13. REPRESENTATIONS AND CERTIFICATIONS.

13.1. This Areawide Contract incorporates by reference the representations and certifications made by the Contractor, which is on file with the Government.

ARTICLE 14. SUPPLEMENTAL CLAUSES.

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): http://www.arnet.gov.

	FAR REF	Prescribed In	Federal Acquisition Regulation
(1)	52.202-1	2.201	Definitions (JUL 2004)
(2)	52.203-3	3.202	Gratuities (APR 1984)
(3)	52.203-5	3.404	Covenant Against Contingent Fees (APR 1984)
(4)	52.203-6	3.503-2	Restrictions on Subcontractor Sales to the Government (SEPT 2006)
(5)	52.203-7	3.502-3	Anti-Kickback Procedures (JUL 1995)
(6)	52.203-8	3.104-9(a)	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
(7)	52.203-10	3.104-9(b)	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
(8)	52.203-12	3.808(b)	Limitation on Payments to Influence Certain Federal Transactions (SEPT 2005)
(9)	52.203-13	3.1004(a)	Contractor Code of Business Ethics and Conduct (DEC 2007)
(10)	52.203-14	3.1004(b)	Display of Hotline Posters (DEC 2007)
(11)	52.204-3	4.905	Taxpayer Identification (OCT 1998)
(12)	52.204-4	4.303	Printed or Copied Double-Sided on Recycled Paper
(13)	52.204-7	4.1104	Central Contractor Registration (JUL 2006)
(14)	52.209-6	9.409(b)	Protecting the government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEPT 2006)
(15)	52.216-21	16.506-(d)(1)	Requirements (OCT 1995)
(16)	52.219-8	19.708-(a)	Utilization of Small Business Concerns (MAY 2004)
(17)	52.219-9	19.708(b)	Small Business Subcontracting Plan (SEPT 2006)
(18)	52.219-16	19.708(b)(2)	Liquidated Damages – Subcontracting Plan (JAN 1999)
(19)	52.222-3	22.202	Convict Labor (JUNE 2003)
(20)	52.222-26	22.810(e)	Equal Opportunity (APR 2002)
(21)	52.222-35	22.1310(A)(1)	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)
(22)	52.222-36	22.1408(a)	Affirmative Action for Workers with Disabilities (JUNE 1998)
(23)	52.222-37	22.1310(b)(3)	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)
(24)	52.222-38	22.1310(c)	Compliance with Veterans' Employment Reporting Requirements (DEC 2001)
(25)	52.222-39	22.1605	Notification of Employee Rights Concerning Payment of Union Dues or Fees ((DEC 2004)
(26)	52.223-6	23.505	Drug-Free Workplace (MAY 2001)
(27)	52.232-25	32.908(c)	Prompt Payment (OCT 2003)
(28)	52.232-33	32.1110(a)	Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003)*
(29)	52.232-34	32.1110(a)(2)	Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999)*
(30)	52.232-35	32.1110(c)	Designation of Office for Government Receipt of Electronic Funds Transfer Information (MAY 1999)*
(31)	52.232-36	32.1110(d)	Payment by a Third Party (MAY 1999)*
(32)	52.232-37	32.1110(e)	Multiple Payment Arrangements (MAY 1999)
(33)	52.233-1	33.215	Disputes (JUL 2002)
(34)	52.236-9	36.509	Protection of Existing Vegetation, Structures, Equipment,

			Utilities and Improvements (APR 1984)
(35)	52.237-2	37.110(b)	Protection of Government Buildings, Equipment and Vegetation (APR 1984)
(36)	52.241-2	41.501(c)(1)	Order of Precedence – Utilities (FEB 1995)
(37)	52.241-3	41.501(c)(2)	Scope and Duration of Contract (FEB 1995)*
(38)	52.241-4	41.501(c)(3)	Change in Class of Service (FEB 1995)
(39)	52.241-5	41.501(c)(4)	Contractor's Facilities (FEB 1995)*
(40)	52.241-6	41.501(c)(5)	Service Provisions (FEB 1995)
(41)	52.241-7	41.501(d)(1)	Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995)
(42)	52.241-8	41.501(d)(2)	Change in Rates or Terms and Conditions of Service for Unregulated Services (FEB 1995)*
(43)	52.241-9	41.501(d)(3)	Connection Charges (FEB 1995)
(44)	52.241-10	41.501(d)(4)	Termination Liability (FEB 1995)
(45)	52.241-11	41.501(d)(5)	Multiple Service Locations (FEB 1995)*
(46)	52.241-12	41.501(d)(6)	Nonrefundable, Nonrecurring Service Charge (FEB 1995)
(47)	52.241-13	41.501(d)(7)	Capital Credits (FEB 1995)
(48)	52.242-13	42.903	Bankruptcy (JUL 1995)
(49)	52.244-5	44.204(c)	Competition in Subcontracting (DEC 1996)
(50)	52.249-2	49.502(a)(2)	Termination for the Convenience of the Government (Fixed Price) (MAY 2004)
(51)	52.249-8	49.504(a)(1)	Default (Fixed-Price Supply and Service (APR 1984)
(52)	52.253-1	53.111	Computer Generated Forms (JAN 1991)

Clauses marked with an asterisk (*) are only applicable if indicated on an Exhibit, and only to the work ordered on that Exhibit

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 contract or other clauses referenced in this Article.

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 January 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 Center 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, Center for Energy Management, 301 7th Street, SW, Room 4004, Washington, DC 20407.

16.2. All inquiries and notices to the Contractor regarding any Authorizations issued under this Areawide Contract should be mailed to: Mr. Matthew C. Green, Manager, Planning & Analysis, FirstEnergy Service Company, 76 South Main Street (A-GO-9), Akron, OH 44308 (telephone number 330-376-6119), or to such other person as the Contractor may hereafter designate in writing.

All inquiries and notices to the Contractor regarding terms and conditions of this Areawide Contract shall be mailed to: Mr. Michael G. Wolfe, Esq., Attorney, FirstEnergy Service Company, 2800 Pottsville Pike, P.O. Box 16001, Reading, PA 19612-6001 (telephone number 610-921-6202), or to such other person as the Contractor may hereafter designate in writing.

16.3. The Contractor shall provide GSA with a copy of all fully executed Exhibit "B" Authorizations for Energy Management Service including any applicable attachments at the address provided in Article 16.1.

ARTICLE 17. REPORTING

The Contractor shall provide, as prescribed and directed by the Contracting Officer, an annual report on Subcontracting Plan Achievements, 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 April 1 of each year during the life of this Areawide Contract. The report shall be submitted electronically utilizing the Small Business Administration's Electronic Subcontracting Reporting System. The website address of the system can be found at http://www.esrs.gov.

ARTICLE 18. UTILITY ENERGY SERVICE CONTRACTS.

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

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

(**a**) Energy Conservation Measures may be purchased using financing, appropriated funds, or a combination of the two procurement methods.

(**b**) When the Energy Conservation Measure is financed, the payment 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. 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 80% of the useful life of the equipment and material to be installed.

18.3. Subcontracting: The Contractor may perform any or all of its requested Services through subcontractors, including its unregulated affiliates. ECM subcontractors shall be competitively selected in accordance with FAR 52.244-5 (Article 14.1-49 herein). Subcontractor selection shall be based on cost, experience, past performance and other such factors as the Contractor and the Ordering Agency may mutually deem appropriate and reasonably related to the Government's minimum requirements. Upon request by the Government, the Contractor shall make available to the contracting officer all documents related to the selection of a subcontractor. In no event shall the Service be provided by subcontractors listed as excluded from Federal Procurement Programs maintained by GSA pursuant to 48 C.F.R. 9.404 (Article 14.1-12 herein).

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

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

PENNSYLVANIA POWER COMPANY ACNOWLEDGES 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 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 PENNSYLVANIA POWER COMPANY OR MANUFACTURER DIRECTLY BY THE UNITED STATES.

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

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

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

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

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.

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: _____
GSA Energy Center of Expertise
Contracting Officer

ATTEST:

By: Linda K. Koman
GSA Energy Center of Expertise

Pennsylvania Power Company

By: _____
Charles E. Jones

Title: Senior Vice President, Energy Delivery and Customer Service
FirstEnergy Service Company

ATTEST:

By: _____

Title: Rhonda S. Ferguson
Corporate Secretary

CERTIFICATE

I, Rhonda S. Ferguson, certify that I am Corporate Secretary of the Pennsylvania Power Company, named in the negotiated Areawide public utility contract No. GS-OOP-09-BSD-0704; that Charles E. Jones, who signed said contract on behalf of the Contractor, was then Senior Vice President, Energy Delivery and Customer Service of FirstEnergy Service Company; and that said contract was duly signed for and on behalf of said Companies and is within the scope of its corporate powers.

/s/ _____

(Corporate Seal)

EXHIBIT "A"

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

Pennsylvania Power Company
AUTHORIZATION FOR ELECTRIC SERVICE, CHANGE IN ELECTRIC SERVICE,
OR DISCONNECTION OF ELECTRIC SERVICE UNDER
CONTRACT NO. GS-OOP-09-BSD-0704

Ordering Agency:_____
Address: _____

Pursuant to Contract No. GS-OOP-09-BSD-0704 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
☐ Line Extension, Alteration, Relocation, or Reinforcement, ☐ Special Facilities Pursuant to the Contractor's Tariff

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

TERM OF SERVICE: From_____ through _____.

SERVICE HEREUNDER SHALL BE UNDER RATE SCHEDULE NO._____*, Hereafter amended or modified by the regulatory body having jurisdiction. (see article 5 of this contract.)
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) The Contracting Officer of the Task Order shall supplement the following list with clauses from the Federal Acquisition for the specific class of work that is being performed under the Authorization.

(1)_____ 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)
(2) ____ 52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)
(3) ____ 52.232-36 PAYMENT BY THIRD PARTY (MAY 1999)
(4)_____ 52.241-5 CONTRACTOR'S FACILITIES (FEB 1995)
(5)_____ 52.241-9 CONNECTION CHARGE (FEB 1995)
(6)____ 52.241-9 CONNECTION CHARGE (Alt I) (FEB 1995)
(7)____ 52.241-10 TERMINATION LIABILITY (FEB 1995)
(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:_____

Pennsylvania Power Company
(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 the National Center For Energy Management, General Services Administration, Washington, DC 20407.

EXHIBIT "B"

Contractor's ID NO._____

Ordering Agency's ID NO._____(Required)

Pennsylvania Power Company

AUTHORIZATION FOR ENERGY MANAGEMENT SERVICES

CONTRACT NO. **GS-OOP-09-BSD-0704**

Ordering Agency:_____

Address: _____

Pursuant to Contract No. GS-OOP-09-BSD-0704 between the Contractor and the United States Government, service to the Government under such contract shall be rendered and subject to all the provisions thereof. The Areawide Contract shall be for a term of ten years, however, it is the intent of the Contractor and the Government to renew the contract upon the conclusion of the current contract term. In the event the Areawide Contract is not renewed at the expiration of the contract term, the Exhibit "_" Authorization shall be cancelled unless it is modified to incorporate the general terms and conditions of the current contract and the term extended to the required contract term utilizing the contracting authority contained in 42 U.S.C. 8287.

PREMISES TO BE SERVED:_____

SERVICE ADDRESS: _____

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

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

POINT OF DELIVERY:_____

_____

ESTIMATED PROJECT COST: $ _____

ACCOUNTING AND APPROPRIATION DATA:_____

LIST OF ATTACHMENTS:

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

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

(1)____ 52.204-9 Personal Identity Verification of Contractor Personnel (Sept 2007)
(2)____ 52.215-2 Audit and Records—Negotiation (Mar 2009)
(3)____ 52.215-10 Price Reduction for Defective Cost or Pricing Data (Oct 1997)
(4)____ 52.215-12 Subcontractor Cost or Pricing Data (Oct 1997)
(5)____ 52.215-14 Integrity of Unit Prices (Oct 1997)
(6)____ 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997)
(7)____ 52.223-4 Recovered Material Certification (May 2008)
(8)____ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)
(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)
(13)_x_ 52.232-25 Prompt Payment (Oct 2008) **(Supersedes the tariff provisions of the contract)**
(14)_x_ 52.232-35 Designation of Office for Government Receipt of Electronic Funds Transfer Information (May 1999)
(15)_x_ 52.241-8 Change in Rates or Terms and Conditions of Service for Unregulated Services (Feb 1995) (Supersedes the provisions of Article 14.1-53 of the Contract)
(16)____ 52.244-5 Competition in Subcontracting (Dec 1996)
(17)____ 52.248-1 Value Engineering (Alt I) (Apr 1984)
(18)_x_ 52.249-8 Default (Fixed-Price Supply and Service) (Apr 1984)

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:

_____ Pennsylvania Power Company_____

(Ordering Agency) (Contractor)

By:_____ By:_____

Authorized Signature Authorized Signature

Title:_____ Title:_____

Date:_____ Date:_____

Telephone No._____ Telephone No._____

NOTE: A fully executed copy of this Authorization shall be transmitted by the ordering Agency to the Office of Public Utilities (PMAA), General Services Administration, Washington, DC 20407.