

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER EQPMCEB-26-0011	PAGE 1 OF <b>2</b>		
2. CONTRACT NO. <b>47PA0426D0010</b>	3. AWARD/EFFECTIVE DATE <b>5/1/2026</b>	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>Mark Bentley</b>	b. TELEPHONE NUMBER (No collect calls) <b>6156176101</b>	8. OFFER DUE DATE/ LOCAL TIME			
9. ISSUED BY PBS Office of Facilities Management/Office of Policy and Services/Utilities Division Regulated Utility Services Branch 1800 F Street NW		CODE <b>PMCEB</b>	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM    NAICS: <b>221122</b> <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB    SIZE STANDARD: <b>1000</b> <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A)				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS <b>STD/NONE</b>	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING			
15. DELIVER TO CODE		16. ADMINISTERED BY PBS Office of Facilities Management/Office of Policy and Services/Utilities Division Regulated Utility Services Branch 1800 F Street NW Washington, DC 20405 USA		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/OFFEROR COLORADO SPRINGS UTILITIES 121 S TEJON ST FL 5 COLORADO SPRINGS, CO 80903-2216 USA CAGE Code: 0B9M6 TELEPHONE NO.	CODE <b>RU6GU7U31TS3</b>	FACILITY CODE	18a. PAYMENT WILL BE MADE BY General Services Administration c/o MetTel Bruin Team P.O. Box 3959 New York, NY 10008				
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See below for additional information  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only) <b>\$0.00</b>			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA		<input type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA		<input type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR 			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <b>MARK BENTLEY</b> Digitally signed by MARK BENTLEY Date: 2026.05.01 10:53:18 -05'00'				
30b. NAME AND TITLE OF SIGNER (Type or print) <b>Miss Francisco</b>		30c. DATE SIGNED <b>4/28/26</b>	31b. NAME OF CONTRACTING OFFICER (Type or print) <b>Mark Bentley</b>		31c. DATE SIGNED <b>05/01/2026</b>		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT ( <i>Location</i> )
	42c. DATE REC'D ( <i>YY/MM/DD</i> )
	42d. TOTAL CONTAINERS

GSA Areawide Public Utility Contract

For

Electric, Natural Gas, Water, Wastewater, Energy  
Management Service and/or Services Provided  
Under the Appropriate Regulatory Authority

**Contract No. 47PA0426D0010**

between the

**United States of America**

and

**Colorado Springs Utilities**

**Franchised Service Areas Colorado Springs, CO**

Negotiated Areawide Contract  
**No. 47PA0426D0010**

between the

**United States of America**  
And  
**Colorado Springs Utilities**

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NEGOTIATED AREAWIDE CONTRACT

No. 47PA0426D0010

BETWEEN THE

**UNITED STATES OF AMERICA**

AND

**Colorado Springs Utilities**

**Preamble and Whereas Clauses**

THIS AREAWIDE CONTRACT FOR Electric, Natural Gas, Water, Wastewater, Energy Management Service and/or Services Provided Under the Appropriate Regulatory Authority is executed this 1<sup>st</sup> day of May 2026 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, Colorado Springs Utilities, an enterprise of the City of Colorado Springs, a home rule municipality of the State of Colorado, and having its principal office and place of business at 121 South Tejon Street, Colorado Springs, Colorado 80903, (hereinafter referred to as the "Contractor");

WHEREAS, the Contractor is an electric, natural gas, water, wastewater utility company that is regulated by the Colorado Springs City Council (hereinafter referred to as "Council") and if applicable, the Federal Energy Regulatory Commission (hereinafter referred to as the "Commission");

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

WHEREAS, with some exceptions, the Government is generally required by Chapter 1 of Title 48 of the Federal Acquisition Regulation (FAR), 48 CFR 41.204, to enter into a bilateral contract for Electric, Natural Gas, Water, Wastewater, Energy Management Service and/or Services Provided Under the Appropriate Regulatory Authority at each Federal facility where the value of the services provided is expected to exceed the simplified acquisition threshold; and

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

WHEREAS, the Government is now purchasing electric, natural gas, water, wastewater and energy management services from the Contractor under GS-00P-16-BSD-1216 or some other service arrangement; and

WHEREAS, the Contractor and the Government mutually desire that this Areawide Contract be used by the agencies of the Government in obtaining Electric, Natural Gas, Water, Wastewater, Energy Management Service and/or Services Provided Under the Appropriate Regulatory Authority from the Contractor and to facilitate the potential partnering arrangements as encouraged and authorized by 10 U.S.C. 2911-2918 and 42 U.S.C. 8256; and

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

## ARTICLE 1. DEFINITIONS

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

- (a) "**Agency**" means any Federal department, agency, or independent establishment in the executive branch of the Government, any establishment in the legislative or judicial branches of the Federal Government, or any wholly/mixed ownership Government corporation, as defined in the Government Corporation Control Act.
- (b) "**Appropriate Regulatory Authority**" means the Council of the City of Colorado Springs having jurisdiction over the Contractor. And if applicable, the Federal Energy Regulatory Commission
- (c) "**Areawide Contract**" means this master contract entered into between the Government and the Contractor to cover the Service acquisitions of all Federal agencies in the franchised certificated service territory from the Contractor for a period not to exceed ten (10) years.
- (d) "**Authorization**" means an order form used to acquire Services under this Areawide Contract (see **Exhibit "A"** AUTHORIZATION FOR ELECTRIC SERVICE, CHANGE IN ELECTRIC SERVICE, OR DISCONNECTION AND/OR TERMINATION OF ELECTRIC SERVICE, **Exhibit "B"** AUTHORIZATION FOR NATURAL GAS SERVICE, CHANGE IN NATURAL GAS SERVICE, OR DISCONNECTION AND/OR TERMINATION OF NATURAL GAS SERVICE, **Exhibit "C"** AUTHORIZATION FOR WATER SERVICE, CHANGE IN WATER SERVICE, OR DISCONNECTION OF WATER SERVICE **Exhibit "D"** AUTHORIZATION FOR WASTEWATER SERVICE, CHANGE IN WASTEWATER SERVICE, OR DISCONNECTION OF WASTEWATER SERVICE **Exhibit "E"** AUTHORIZATION FOR ENERGY MANAGEMENT SERVICE, OR DISCONNECTION OF ENERGY MANAGEMENT SERVICE, **Exhibit "F"** AUTHORIZATION FOR THE PROVISION OF SERVICES PROVIDED UNDER THE APPROPRIATE REGULATORY AUTHORITY);
- (e) "**Class of Service**" or "**Service Classification**" means those categories of service established in the Contractor's Tariff as filed with the Council and Commission.
- (f) "**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 Tariffs, Contractor's Terms and Conditions, and the Council and Commission rules and regulations.
- (g) "**Contractor's Tariffs**" means Colorado Springs Utilities 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 Council where required.
- (h) "**Contractor's Terms and Conditions**" for this Areawide Contract, means the additional terms, conditions, policies, procedures, payment terms and prices established by the Contractor for services subject to the oversight and regulation of the Council that are not specifically set forth in the Contractor's Tariffs and that may be modified, amended, or supplemented by the Contractor from time to time and approved by the Counsel where required.
- (i) "**Electric Service**" means regulated electric commodities, transmission, distribution, and/or related services.
- (j) "**Energy Conservation Measure (ECM)**" means any specific energy or water related project or service intended to provide energy savings and/or demand reduction in Federal facilities (Reference Article 18 herein). (Energy Conservation Measure and Demand Side Management Measure are considered equivalent terms.)
- (k) "**Energy Management Service (EMS)**" means any project or service (including any ECM) that reduces and/or manages energy demand or water use in a facility as well 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 or water conservation measure). Such projects and services also include, but are not limited to, operating, maintenance and commissioning services. To be considered an EMS, the project or service must satisfy all of the following requirements:
  - 1. The EMS project or service must produce measurable energy or water use reductions, cost reductions, or measurable amounts of controlled energy and/or water use;
  - 2. The EMS project or service must be directly related to the use of energy or water or directly control the use of energy or water;
  - 3. The preponderance of work covered by the EMS project or service (measured in dollars) must be related to Items 1 and 2 above; and
  - 4. The EMS project or service must be an improvement to real property or any action that is necessary to ensure the functionality of the EMS measure.
- (l) "**GSA**" means the U.S. General Services Administration.
- (m) "**Natural Gas Service(s)**" means regulated natural gas commodity, where applicable, transmission, distribution, and/or related services.
- (n) "**Hazardous Materials**" means
  - i. those substances defined as "hazardous substances" pursuant to Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as

- amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.);
- ii. those substances designated as a "hazardous substance" pursuant to Section 311(b)(2)(A) or as a "toxic pollutant" pursuant to Section 307(a)(1) of the Clean Water Act (33 U.S.C. § 1251 et seq.);
  - iii. those substances defined as "hazardous materials" pursuant to Section 103 of the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.);
  - iv. those substances regulated as a "chemical substance or mixture" or as an "imminently hazardous chemical substance or mixture" pursuant to Section 6 or 7 of the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.);
  - v. those substances defined as "contaminants" pursuant to Section 1401 of the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), if present in excess of permissible levels;
  - vi. those substances regulated pursuant to the Oil Pollution Act of 1990 (33 U.S.C. § 2701 et seq.);
  - vii. those substances defined as a "pesticide" pursuant to Section 2(u) of the Federal Insecticide, Fungicide, and Rodenticide Act as amended by the Federal Environmental Pesticide Control Act of 1972 and by the Federal Pesticide Act of 1978 (7 U.S.C. § 136 et seq.);
  - viii. those substances defined as a "source", "special nuclear" or "by-product" material pursuant to Section 11 of the Atomic Energy Act of 1954 (42 U.S.C. § 2011 et seq.);
  - ix. those substances defined as "residual radioactive material" in Section 101 of the Uranium Mill Tailings Radiation Control Act of 1978 (42 U.S.C. § 7901 et seq.);
  - x. those substances defined as "toxic materials" or "harmful physical agents" pursuant to Section 6 of the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.);
  - xi. those substances defined as "hazardous air pollutants" pursuant to Section 112(a)(6), or "regulated substance" pursuant to Section 112(a)(2)(B) of the Clean Air Act (42 U.S.C. § 7401 et seq.);
  - xii. those substances defined as "extremely hazardous substances" pursuant to Section 302(a)(2) of the Emergency Planning & Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.);
  - xiii. those other hazardous substances, toxic pollutants, hazardous materials, chemical substances or mixtures, imminently hazardous chemical substances or mixtures, contaminants, pesticides, source materials, special nuclear materials, by-product materials, residual radioactive materials, toxic materials, harmful physical agents, air pollutants, regulated substances, or extremely hazardous substances defined in any regulations promulgated pursuant to any environmental law, and
  - xiv. all other contaminants, toxins, pollutants, hazardous substances, substances, materials and contaminants, polluted, toxic and hazardous materials, the use, disposition, possession or control of which is regulated by one or more laws.
- (o) "**Hazardous Wastes**" means those substances defined as "hazardous waste" pursuant to Section 1004(5) of the Resource, Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), and those other hazardous wastes defined in any regulations promulgated pursuant to any environmental law.
- (p) "**Ordering Agency**" means any Agency that enters into a bilaterally executed Authorization for procurement of **Electric, Natural Gas, Water, Wastewater, Energy Management Service and/or Services Provided Under the Appropriate Regulatory Authority** under this Areawide Contract.
- (q) "**Service(s)**" means any Electric, Natural Gas, Water, Wastewater, ECM, EMS, and/or other service available from the Contractor pursuant to Contractor's Tariff, Contractor's Terms and Conditions, or as otherwise set forth in an Authorization.
- (r) "**Termination Authorization**" means an order form used to discontinue or disconnect Services under this Areawide Contract (see **Exhibit "A"** AUTHORIZATION FOR ELECTRIC SERVICE, CHANGE IN ELECTRIC SERVICE, OR DISCONNECTION AND/OR TERMINATION OF ELECTRIC SERVICE, **Exhibit "B"** AUTHORIZATION FOR NATURAL GAS SERVICE, CHANGE IN NATURAL GAS SERVICE, OR DISCONNECTION AND/OR TERMINATION OF NATURAL GAS SERVICE, **Exhibit "C"** AUTHORIZATION FOR WATER SERVICE, CHANGE IN WATER SERVICE, OR DISCONNECTION OF WATER SERVICE **Exhibit "D"** AUTHORIZATION FOR WASTEWATER SERVICE, CHANGE IN WASTEWATER SERVICE, OR DISCONNECTION OF WASTEWATER SERVICE **Exhibit "E"** AUTHORIZATION FOR ENERGY MANAGEMENT SERVICE, OR DISCONNECTION OF ENERGY MANAGEMENT SERVICE, **Exhibit "F"** AUTHORIZATION FOR THE PROVISION OF SERVICES PROVIDED UNDER THE APPROPRIATE REGULATORY AUTHORITY);
- (s) "**Water Service**" means regulated water commodity, transmission, distribution, and/or related services;

(t) **"Wastewater Service"** means regulated sewage disposal and/or treatment services

**1.2.** This Article is hereby expanded to include the additional definitions contained in FAR 52.202-1, Definitions (June 2020), 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 1<sup>st</sup> day of May 2026 ("**Effective Date**"), and shall continue for a period of ten (10) years thereafter ("**Term**"), except that the Government, pursuant to the clause contained in FAR 52.249-2, incorporated into this Areawide Contract under Article 14.1, or the Contractor, upon sixty (60) days written notice to the Government, and without liability to the Government or any Ordering Agency, may terminate this Areawide Contract, in whole or in part, when it is in their respective interest to do so, provided, however, that neither the stated duration of this Areawide Contract nor any other termination of it, in whole or in part, pursuant to such incorporated clause, this Article 2.1, or otherwise, shall be construed to affect any obligation for any payment, charge, rate, or other matter that may be imposed pursuant to the Contractor's Tariffs, 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 Areawide Contract, up to and including the last date this Areawide Contract is effective. The term of any Authorization executed under this contract may be for a term of up to ten (10) years, which term may extend beyond the Term of this Areawide Contract. Authorizations executed pursuant to the authority under 42 U.S.C. Section 8256 may be for a term of up to 25 years, as long as the other requirements of this Section are met, and the term may extend beyond the Term of the Areawide Contract. Termination, modification, or expiration of the Areawide Contract shall not affect in any way any Authorizations previously entered into under this Areawide Contract.

**2.3.** The provisions of this Areawide Contract shall not apply to the Contractor's Service to any Agency until both the Ordering Agency and the Contractor execute a written Authorization for Electric, Natural Gas, Water, Wastewater, Energy Management Service and/or Services Provided Under the Appropriate Regulatory Authority. After both the Ordering Agency and Contractor have signed the Authorization, the Contractor agrees to furnish to the Ordering Agency, and the Ordering Agency agrees to purchase from the Contractor, the Services described in the Authorization for the installation(s) or facility(ies) 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 Contractor and Council , if applicable.

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

**2.6.** To facilitate an Ordering Agency obtaining services under Contractor's Tariffs, an Exhibit "F", Authorization for Provision of Services Provided Under the Appropriate Regulatory Authority, has been included in this Areawide Contract. This Authorization is designed to be used by an Ordering Agency when a change requested by the Ordering Agency to Contractor's Tariffs or Terms and Conditions is necessary, and if required, has been approved by the Appropriate Regulatory Authority.

## **ARTICLE 3. EXISTING CONTRACTS**

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

**3.2.** Existing special rates and services of a special nature currently provided under a separate written contract may be continued under the Authorizations described in Article 3.1 if requested by the Ordering Agency and agreed upon by the Contractor.

## **ARTICLE 4. AUTHORIZATION PROCEDURE AND SERVICE DISCONNECTION**

**4.1.** To obtain or change Service under this Areawide Contract, the Ordering Agency shall complete the appropriate Authorization and forward it to the Contractor. Upon the request of the Ordering Agency, the Contractor shall endeavor to provide reasonable assistance to the Ordering Agency in selecting the Service Classification which may be most favorable to the Ordering Agency. Upon execution of an Authorization by both the Contractor and the Ordering Agency,

the date of initiation or change in Service shall be effective as of the date specified in the Authorization. In the event a date is not specified in the Authorization as the effective date, the later date on which the Authorization was signed by the Ordering Agency, or the Contractor 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 appropriate data, the requirements of Contractor's Tariff, Contractor's Terms and Conditions, 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.** In the event the Areawide Contract is not renewed at the expiration of the contract term, any active Authorizations for services shall be controlled by the Areawide Contract terms and conditions in effect at the time of award.

**4.5.** The Contracting Officer of the Authorization shall review the clauses in Article 14 and include the relevant clauses in the Authorization before forwarding to the Contractor for review.

## **ARTICLE 5. RATES, CHARGES, AND PUBLIC REGULATION**

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

**5.2.** Subject to the provisions of Article 2.3, all Electric, Natural Gas, Water, Wastewater, Energy Management Service and/or Services Provided Under the Appropriate Regulatory Authority purchased 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 Tariffs, Contractor's Terms and Conditions, Contractor's Rules and Regulations, applicable standards, and any other terms and conditions set forth in an Authorization, except to the extent that the same are preempted by Federal law. Throughout the Term of the Areawide Contract, the Government shall have full access to the Contractor's currently effective Tariffs. In the event the Contractor's Tariffs become inaccessible via the internet or the Ordering Agency does not have access to the internet, the Contractor agrees to provide newly effective or amended Tariffs in accordance with the Contractor's Tariff distribution practices, policies, and procedures applicable to other customers.

**5.3.** If, during the Term of this Areawide Contract, the Council approves a change in rates for Services obtained under Authorization in effect hereunder, the Contractor agrees to continue to furnish, and the Ordering Agency agrees to continue to pay for those Services at the newly approved rates from and after the date such a rate change is made effective. As provided in Article 4.2, modification of any Authorization hereunder is not necessary to implement higher or lower rates.

**5.4.** The Contractor hereby represents and warrants to the Government that the Service rates available to any Ordering Agency for services subject to the oversight and regulation of the Council 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 requires the Contractor to apply a 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 Services required by the Ordering Agency.

**5.6.** To the extent required by the Contractor's Tariffs, Terms and Conditions, or any other terms and conditions set forth in an Authorization, 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 Services required or requested by an Ordering Agency shall be provided and, as applicable, billed

for, by the Contractor. To the extent available from the Contractor, the Contractor shall provide and, as applicable, a bill for such technical assistance on or concerning an Ordering Agency's equipment (such as the inspection or repair of such equipment) as may be requested by such an 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 the Ordering Agency in writing), and the assistance shall comply with Contractor's Tariffs, Contractor's Terms and Conditions, and any other terms and conditions set forth in an Authorization, as applicable. The Authorization used to obtain and provide the matters, Services, or technical assistance described in this Article 5.6 shall contain information descriptive of the matters, Services, or technical assistance required or requested, including the amount of (or method to determine) any payment to be made by the Ordering Agency to the Contractor for the provision of said matters, Services, or technical assistance.

**5.7.** Any charges for matters or Services referenced in Article 5.6 hereof which are not established by the Contractor's Tariffs and Contractor's Terms and Conditions shall be subject to audit by the Ordering Agency for a period of one (1) year after the provision of matters or services rendered. Payment for the matters and Services referenced in Article 5.6 thereof shall not be unreasonably withheld or denied.

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

#### **ARTICLE 6. BILLS AND BILLING DATA**

**6.1** The Electric, Natural Gas, Water, Wastewater, Energy Management Service and/or Services Provided Under the Appropriate Regulatory Authority supplied hereunder shall be billed to the Ordering Agency at the address specified in each Authorization. Bills shall be submitted in the original only, unless otherwise specified in the Authorization. All bills shall contain such data as is required by the Council to substantiate the billing and such other reasonable and available data as may be requested by the Ordering Agency, provided that such other data is 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.** The Ordering Agency shall effect payment of all bills for Services rendered under this Areawide Contract in accordance with the currently effective payment terms of Contractor's Tariffs, Contractor's Terms and Conditions and any other payment terms and conditions set forth in an Authorization.

**7.2.** The Ordering Agency will make invoice payments for Services not subject to direct oversight or approval of the Council in accordance with the provisions of FAR 52.232-25. The interest rate for late or under payments made pursuant to this clause shall be computed in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

**7.3.** Payments hereunder shall not normally be made in advance of services rendered in accordance with FAR 32.4, unless required by the Contractor's Tariffs or Contractor's Terms and Conditions as approved by the Council. The applicability of this provision is generally limited to Connection Charge and line extension payments specifically cited and provided for in the Contractor's Tariff.

#### **ARTICLE 8. CONTRACTOR-OWNED METERS**

**8.1.** Metering equipment of standard manufacture suitable to measure all applicable 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 and proceedings of the Council, billing adjustments shall be made in accordance with such regulations and proceedings.

**8.2.** The Contractor, so far as possible, shall read all meters in accordance with the Contractor's Tariffs, Rules and Regulations, Terms and Conditions, and applicable standards.

**8.3.** Meters shall be inspected upon installation in accordance with the Contractor's Tariffs and the Council's regulations. Subsequent inspection, periodic testing, repair, and replacement of meters shall be done in such a place and manner as provided by Contractor's Tariffs and the Council's regulations. Upon notice that a meter is failing to register correctly, the Contractor shall take steps to effect replacement or repair in accordance with approved regulatory requirements. Ordering Agencies shall have the right to request a meter test in accordance with the procedures prescribed in the Contractor's Tariffs and Council's regulations. The tests and applicable meter accuracy standards are those set forth

in the Contractor's Tariffs and the Council's regulations. The expense of meter tests shall be borne by the party designated as responsible therefore in the Contractor's Tariffs and the Council's regulations.

**8.4.** For the purposes of Article 8, references to meters shall apply only to Contractor-owned metering devices installed and maintained by the Contractor in accordance with the Contractor's Tariffs and the Council's regulations. 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 unregulated by the Council's.

#### **ARTICLE 9. EQUIPMENT AND FACILITIES**

**9.1.** Subject to the provisions of Article 5.6 hereof, the responsibility for owning, furnishing, installing, and maintaining all equipment and facilities (other than meters) required to supply service at the delivery point(s) specified in an Authorization shall be determined in accordance with the Contractor's Tariffs and the 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 other equipment furnished and owned by the Contractor and necessary to supply Service here under. The Contractor shall, at all times during the Term of this Areawide Contract, operate and maintain at its expense such equipment or facilities as for which it has responsibility in accordance with Article 9.1. Notwithstanding anything to the contrary in FAR 52.241-5 (Contractor's Facilities (FEB 1995)), to the extent required by the Contractor's Tariffs, Contractor's Terms and Conditions or any other terms and conditions set forth in an Authorization, 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 by Contractor. In both cases, the Agency's premises shall be restored by the Contractor at its expense within a reasonable time after discontinuance of service to the Ordering Agency.

**9.2.** All necessary rights-of-way, easements, and such other rights necessary to permit the Contractor to perform under this Areawide Contract shall be obtained and the expense for same borne in accordance with the Contractor's Tariffs, Contractor's Terms and Conditions, applicable standards, the Council's rules and regulations and/or any other terms and conditions set forth in an Authorization.

#### **ARTICLE 10. LIABILITY**

**10.1.** Except as otherwise provided in this Areawide Contract, the Contractor's Tariffs, Contractor's Terms and Conditions, or any other terms and conditions set forth in an Authorization, if the Government and/or an Ordering Agency has limited or restricted the Contractor's right of access under Article 11 and thereby interfered with the Contractor's ability to supply service or to correct dangerous situations which are a threat to public safety, the Government shall be responsible for any liability resulting from such restricted or limited access to the extent permitted by law and authorized by appropriations. This Article 10.1 shall not be construed to limit the Government's liability under applicable law.

**10.2.** The Contractor's liability to the Government and to any Ordering Agency for any failure to supply Service, for any interruptions in Service, and for any irregular or defective Service shall be determined in accordance with the Contractor's Tariffs, Contractor's Terms and Conditions, or any other terms and conditions set forth in an Authorization, as applicable.

**10.3.** Except as provided in this Areawide Contract, and in accordance with the Contractor's Tariffs, Contractor's Terms and Conditions, or any other terms and conditions set forth in an Authorization, the Government shall not be liable for damage or injury to any person or property, including death, occasioned solely by the Contractors, its employees' or agents' negligent installation and use, operation or intentional misuse of the Contractor's equipment or facilities.

**10.4.** In accordance with and to extent provided for in the Contractor's Tariffs, Contractor's Terms and Conditions, or any other terms and conditions set forth in an Authorization, neither the Contractor nor its employees, representatives, agents, or independent contractors shall be liable for damage or injury to any person or property, including death, occasioned solely by the negligent installation, use, operation or intentional misuse of Contractor's equipment or facilities by the Government, its employees, agents, representatives, or independent contractors.

**10.5.** The Contractor shall not be liable for incidents arising out of or in any way connected with the violation of or compliance with any local, state or federal environmental law or regulation resulting from pre-existing conditions at a Government job site, release or spill of any pre-existing Hazardous Materials or Hazardous Waste, or the management

and disposal of any pre-existing contaminated soils or ground water, hazardous or non-hazardous, removed from the ground or otherwise disturbed as a result of work performed by the Contractor.

**10.6.** To the extent permitted by applicable law and regulations, 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 Material, lead paint, asbestos, polychlorinated biphenyls, petroleum, or underground petroleum 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 the identified Contracting Officer's Representative (COR) of the relevant Authorization, 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 and its employees, agents, representatives, and independent contractors, subcontractors, and affiliates if any, shall have access to the premises served at all reasonable times during the Term of this Areawide Contract and of any Authorization executed under this Areawide Contract and for a reasonable period of time following its expiration or termination, whichever occurs earliest, to perform certain work, which shall include but not be limited to the following: for the purpose of reading meters, making installations, repairs, or removals of the Contractor's equipment, or for any other proper purposes hereunder provided, however, that proper military or other governmental authority may limit or restrict such right of access in any manner considered by such authority to be reasonably necessary or advisable.

#### **ARTICLE 12. PARTIES OF INTEREST**

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

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

#### **ARTICLE 13. REPRESENTATIONS AND CERTIFICATIONS**

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

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

- (a)** Name: Troy Smith  
Title: Principal Account Manager  
Email: trsmith@csu.org  
Phone: 7196689135
  
- (b)** Name: Greg Luchka  
Title: Principal Account Manager  
Email: gluchka@csu.org  
Phone: 7196681442

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

## ARTICLE 14. SUPPLEMENTAL CLAUSES

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

This Areawide Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <https://www.acquisition.gov>

FAR/GSAR REF	Federal Acquisition Regulation
1. 52.202-1	DEFINITIONS (SEP 2023)
2. 52.203-3	GRATUITIES (APR 1984)
3. 52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
4. 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)
5. 52.203-7	ANTI-KICKBACK PROCEDURES (JUN 2020)
6. 52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
7. 52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2024)
8. 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
9. 52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023)
10. 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014).
11. 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (GSA Class Deviation RFO-2025-09)
12. 52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (52.212-4(h) Patent Indemnity is hereby excluded from this clause all other terms remain) (GSA Class Deviation RFO-2025-12)
13. 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (GSA Class Deviation RFO-2025-19)
14. 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (GSA Class Deviation RFO-2025-19)
15. 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (GSA Class Deviation RFO-2025-22)
16. 52.222-36	EQUAL OPPORTUNITIES FOR WORKERS WITH DISABILITIES (GSA Class Deviation RFO-2025-22)
17. 52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (GSA Class Deviation RFO-2025-22)
18. 52.222-50	COMBATING TRAFFICKING IN PERSONS (GSA Class Deviation RFO-2025-22)
19. 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (GSA Class Deviation RFO-2025-22)
20. 52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014)
21. 52.232-25	PROMPT PAYMENT (JAN 2017)
22. 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
23. 52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER-OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
24. 52.233-1	DISPUTES (GSA Class Deviation RFO-2025-33)
25. 52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (GSA Class Deviation RFO-2025-33)
26. 52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
27. 52.240-91	SECURITY PROHIBITIONS AND EXCLUSIONS (GSA Class Deviation RFO-2025-40)
28. 52.240-92	SECURITY REQUIREMENTS (GSA Class Deviation RFO-2025-40)
29. 52.240-93	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (GSA Class Deviation RFO-2025-40)
30. 52.241-2	ORDER OF PRECEDENCE—UTILITIES (FEB 1995)
31. 52.242-13	BANKRUPTCY (JULY 1995)
32. 52.243-1	CHANGES—FIXED PRICE (GSA Class Deviation RFO-2025-43)
33. 552.241-70	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR OR QUARTER (AUG 2010)
34. 552.241-71	DISPUTES (UTILITY CONTRACTS) (AUG 2010)

#### **14.2 Unregulated Services.**

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

#### **14.3 Repeal of Clauses During Term of Areawide Contract.**

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

#### **14.4 Clauses Incorporated in Full Text.**

##### **52.216-18 Ordering.**

As prescribed in 16.506(a), insert the following clause:

Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 5/1/2026 through 4/30/2036 [insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

##### **52.216-19 Order Limitations.**

As prescribed in 16.506(b), insert a clause substantially the same as follows:

Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than the Simplified Acquisition Threshold the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of *50 M*;

(2) Any order for a combination of items in excess of *50M*; or

(3) A series of orders from the same ordering office within *5* days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within *5* days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

### **52.216-20 Definite Quantity.**

As prescribed in 16.506(c), insert the following clause:

Definite Quantity (Oct 1995)

(a) This is a definite-quantity, indefinite-delivery contract for the supplies or services specified, and effective for the period stated, in the Schedule.

(b) The Government shall order the quantity of supplies or services specified in the Schedule, and the Contractor shall furnish them when ordered. Delivery or performance shall be at locations designated in orders issued in accordance with the Ordering clause and the Schedule.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that time shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 4/30/2036 [insert date].

(End of clause)

### **52.241-7 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 GSA and each Areawide Contract customer with annual billings that exceed \$250,000 consistent with FAR 41.501(d)(1) 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)

#### **14.5 State Taxes.**

The contract price excludes all state and local taxes levied on or measured by the Areawide Contract or sales price of the Services or completed supplies furnished under this Areawide Contract. The Ordering Agency agrees either to pay the amount of the state or local taxes to the Contractor or provide evidence to the state or local tax authority necessary to sustain an exemption from such taxes.

### **ARTICLE 15. SMALL BUSINESS SUBCONTRACTING PLAN**

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

**15.2.** Information and announcements concerning current developments in the GSA Small Business Subcontracting Program are available on the GSA Regulated Utility Services 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, Regulated Utility Services Division, 1800 F Street, NW, Washington, DC 20405 or via email at [utilities@gsa.gov](mailto:utilities@gsa.gov).

**16.2.** All inquiries and notices to the Contractor regarding this Areawide Contract shall be mailed to: Colorado Springs 121 South Tejon Street, Colorado Springs, Colorado 80903; Attn: Troy Smith, Account Manager, (719) 668-9135, or via email to [trsmith@csu.org](mailto:trsmith@csu.org) or to such other person or email as the contractor may hereafter designate in writing

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

### **ARTICLE 17. REPORTING**

**17.1.** The Contractor shall provide, as prescribed and directed by the Contracting Officer, an annual report on Subcontracting Plan Achievements, in accordance with the approved subcontracting plan for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals by October 30<sup>th</sup> of each year during the Term of this Areawide Contract. The report should 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.** Utility Energy Service Contracts (UESC): Federal agencies are authorized under 42 U.S.C. § 8256 (c)(1) to enter into UESCs. A UESC is a limited-source acquisition between a federal agency and an eligible serving utility ("Contractor") for energy management services that generate savings from the implementation of energy and water conservation measures (collectively referred to as ECMs). The Department of Defense's authorized to enter into UESC contracts under either 10 USC §2913 (for gas and electric utilities) or 10 USC §2866 (for water utilities).

**18.2.** UESC Eligibility and Contractor's Responsibilities under this Areawide Contract:

(a) The Contractor is not eligible to provide UESCs to federal facilities under this Areawide Contract unless the facility is located within a geographic area that the Contractor is authorized to provide services.

(b) The work that is to be performed under the Authorization for a UESC shall be limited to work resulting in a direct reduction in energy or water usage or cost (see Article 1.1) and any modifications or repairs (including energy consuming devices and required support structures) that are necessary as a direct result of the installation of the ECM.

(c) Unless otherwise provided by law, the total savings generated by the ECMs over the term of the contract must equal or exceed the total task order value.

**18.3.** Statutory Requirements for Implemented Measures: Under 42 U.S.C. § 8253 (f)(5) federal agencies are required to follow-up on any implemented ECMs as follows:

*(A) equipment, including building and equipment controls, is fully commissioned at acceptance to be operating at design specifications;*

*(B) a plan for appropriate operations, maintenance, and repair of the equipment is in place at acceptance and is followed;*

*(C) equipment and system performance is measured during its entire life to ensure proper operations, maintenance, and repair; and*

*(D) energy and water savings are measured and verified.*

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

- (1) energy savings performance assurances or guarantees of the savings to be generated by improvements, which must cover the full cost of the Federal investment for the improvements;
- (2) measurement and verification (M& V) of savings through commissioning and retro commissioning; and
- (3) competition or an alternatives analysis as part of the selection process prior to entering into a UESC.

**18.5.** Performance Assurance and Savings Guarantees: In accordance with OMB Memorandum 12-21, a UESC must include performance assurances, or a savings guarantee, or both. All performance assurance activities are established in a Performance Assurance Plan which is a detailed set of project specific, actionable protocols that define important tasks and responsibilities throughout the contract term. They are developed to reflect the site conditions, agency capabilities, operations and maintenance requirements and complexities of the planned ECMs.

The Ordering Agency and Contractor may include savings guarantees for one or all ECMs under a task order for a part of, or the entire performance period. More details can be found on the Federal Energy Management Program's (FEMP) Performance Assurance Planning webpage.

**18.6.** Commissioning: As required under 42 U.S.C. § 8253, all implemented ECMs shall be fully commissioned at acceptance to be operating at design specifications. More details can be found at FEMP's Commissioning in Federal Buildings resource webpage.

**18.7. Measurement and Verification:** As required under 42 U.S.C. § 8253, for all implemented ECMs, the Ordering Agency shall ensure that energy and water savings are measured and verified. More details can be found at FEMP's Measurement and Verification for Federal Energy Saving Performance Contracts resource webpage.

**18.8. Subcontracting:** The Contractor shall have the right to enter into a subcontract with a third-party Energy Service Company ("ESCO"), which shall include unregulated affiliates of the Contractor, to perform the project development and project management functions under the EMS Authorization. The Contractor or any such ESCO designated by Contractor may perform any or all of the ECMs requested by an Ordering Agency through subcontractors, (each an "ECM Subcontractor"). ECM Subcontractors shall be competitively selected in accordance with FAR 52.244-5 (ECM Subcontractor selection shall be based on cost, experience, past performance and other factors as Contractor and the Ordering Agency may mutually deem appropriate and reasonably related to the Government's minimum requirements. Upon request by the Ordering Agency, 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 an ECM Subcontractors listed as excluded from Federal Procurement Programs maintained by GSA pursuant to FAR 9.404.

**18.9. Warranties:** For all EMS Authorizations, 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. The task order should document how the warranties relate to the maintenance and repair requirements. In addition, in the absence of a warranty clause in the Authorization, the following language will serve as the default clause:

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

Contractor acknowledges that the United States of America will own or lease the equipment and/or materials being installed or supplied hereunder, and, accordingly, agrees that all warranties set forth herein, or otherwise provided by law in favor of the company shall inure also to the benefit of the United States and that all claims arising from any breach of such warranties or as a result of defects in or repairs to such equipment or supplies may be asserted against contractor or manufacturer directly by the United States of America.

**18.10. Reporting Requirements:** Agencies must provide a copy of each award and executed authorization issued under an areawide contract to GSA at [utilities@gsa.gov](mailto:utilities@gsa.gov) within 30 days after execution. The contractor upon request by Agencies will provide, at a minimum, the fully executed task order to include project capital investment amount and total contract value (including financing), scope to include an ECM list, total contract length from task order award through performance period, and energy saved or generated (kWh or MMBTU), water saved (kgal) and total cost savings (\$). All reporting shall be sent to the email or mailing address provided in Article 16.1.

The Contractor shall provide to agencies as requested the task order financial schedules that include but are not limited to: capital investment and performance period costs, savings, overhead and profit, and an amortization schedule showing interest and principal.

The Contractor may use eProject Builder (ePB, found at <https://eprojectbuilder.lbl.gov>) spreadsheet to deliver project financial schedules. Use of the on-line, web-based ePB system can be requested at the discretion of the contracting officer.

**Note:** eProject Builder is comprised of two different components: a downloadable Microsoft Excel spreadsheet that generates task order financial schedules and a secure on-line, *web-based* system that *preserves, tracks and reports information for agency energy projects*. It is strongly recommended to use the ePB on-line system. The ePB online system does not need to be used if it conflicts with agency policy; instead, a downloadable Microsoft Excel spreadsheet can be used. A non-calculating ePB spreadsheet template is available if the agency or contractor is unable to use the calculating ePB spreadsheet template.

## ARTICLE 19. MISCELLANEOUS

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

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

**19.3 Term of Authorizations:** It is recognized that during the Term of this Areawide Contract, situations and/or requirements may arise where it may be desirable that the term of service to an Ordering Agency's facility extend beyond the Term of this Areawide Contract. In such event, the particular Authorization involved may specify a term extending beyond the Term of this Areawide Contract, provided that it is within the contracting authority of the Ordering Agency and appropriate termination liability provisions have been negotiated between the Contractor and Ordering Agency to address unamortized balances for connection charges and/or financing charges associated with EMS projects.

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

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

**19.6. Construction Wage Rate Requirements:** Since this Areawide Contract does not involve the regulated utility company performing on a Federally funded or assisted contract for the construction, alteration, or repair of a public work and/or public facility, the Construction Wage Rate Requirements (previously known as the Davis Bacon Act) do not apply to the work to be performed by the regulated utility company in connection with the provision of regulated utility services. However, if a determination by the Department of Labor (DOL) differs, the regulated utility company will be solely responsible for any financial liability for any contrary determination by DOL.

**19.7. 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 immunity has not otherwise been waived by statutory law. Nothing in this Areawide Contract shall be interpreted to limit or prevent the protections afforded to Contractor under the Colorado Governmental Immunity Act. § 24-10-101, *et seq.*

**19.8. Contractors Appropriation of Funds:** In accord with the Colorado Springs City Charter, performance of Contractor's obligations under this Areawide Contract is expressly subject to appropriation of funds by the Colorado Springs City Council. In the event funds are not appropriated in whole or in part sufficient for performance of Contractor's obligations under this Areawide Contract or appropriated funds may not be expended due to Colorado Springs City Charter spending limitations, then the contractor has no liability to perform until proper appropriations are allotted, and Contractor shall thereafter have no liability for compensation or damages to the Government in excess of Contractor's authorized appropriation for this Areawide Contract or the applicable spending limit, whichever is less. Contractors should notify Ordering Agency immediately in the event of non-appropriation or in the event a spending limit becomes applicable.

**AUTHORIZATION FOR ELECTRIC SERVICE, CHANGE IN ELECTRIC SERVICE, OR DISCONNECTION  
AND/OR TERMINATION OF ELECTRIC SERVICE UNDER**

**Exhibit A**

**Colorado Springs Utilities  
Areawide Contract No. 47PA0426D0010**

Ordering Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Pursuant to Areawide Contract No. 47PA0426D0010 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. Areawide Contract Articles 2 and 4 shall be followed for the initiation of service under this contract.

PREMISES TO BE SERVED: \_\_\_\_\_

SERVICE ADDRESS: \_\_\_\_\_

NATURE OF SERVICE: Connect, Change, Disconnect, Continue Service,  
Line Extension, Alteration, Relocation, or Reinforcement, Special Facilities

OTHER TERMS AND CONDITIONS:

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

CONNECTION: If this exhibit is used for connection of utility service, the connection charges established in Colorado Springs Utilities tariffs shall apply. If "Connect" is selected above, the estimated connection charges shall be included in the executed Exhibit.

Estimated Connection Charges \$ \_\_\_\_\_.

POINT OF DELIVERY: \_\_\_\_\_

TERM OF SERVICE: From \_\_\_\_\_ through \_\_\_\_\_.

SERVICE HEREUNDER SHALL BE UNDER RATE SCHEDULE NO. \_\_\_\_\_\*, Hereafter amended or modified by the regulatory body having jurisdiction. (see Article 5 of this contract.)

ESTIMATED ANNUAL ENERGY USAGE: \_\_\_\_\_ KWH, ESTIMATED DEMAND: \_\_\_\_\_ KW

ESTIMATED ANNUAL SERVICE COST: \$ \_\_\_\_\_

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

ACCOUNTING AND APPROPRIATION DATA FOR SERVICE: \_\_\_\_\_

FOR CONNECTION/SPECIAL FACILITIES CHARGE: \_\_\_\_\_

**CLAUSES INCORPORATED BY REFERENCE (Check applicable clauses):**

- \_\_\_ 52.236-5 Material and Workmanship (JUL 2025)
- \_\_\_ 52.241-3 Scope and Duration of Contract (FEB 1995)
- \_\_\_ 52.241-5 Contractor's Facilities (FEB 1995)
- \_\_\_ 52.241-6 Service Provisions (FEB 1995)
- \_\_\_ 52.241-7 Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995)(Use Full Text of Clause)
- \_\_\_ 52.241-11 Multiple Service Locations (FEB 1995)
- \_\_\_ 52.243-1 Changes-Fixed Price (JUN 2025)
- \_\_\_ 52.249- Default (\_\_\_\_\_) (Specify appropriate Clause)
- \_\_\_ 52.241-12 Nonrefundable, Nonrecurring Service charge (FEB 1995)
- \_\_\_ 52.232-18 Availability of funds (APR 1984)
- \_\_\_ 52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)

BILLS WILL BE RENDERED TO THE ORDERING AGENCY FOR PAYMENT AT THE FOLLOWING ADDRESS:  
\_\_\_\_\_ in \_\_\_\_\_ copies.

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

**Exhibit A (Cont'd)**

ACCEPTED:

\_\_\_\_\_  
(Ordering Agency)

**Colorado Springs Utilities**  
(Contractor)

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

\*\* If necessary, attach and make part hereof supplemental agreements or sheets that cover required connection or extension charges and special facilities or service arrangements. (See Article 5 of this Contract for instructions.)

**NOTE:** A fully executed copy of this Authorization shall be transmitted by the Ordering Agency to U. S. General Services Administration, PBS, Office of Facilities Management, Regulated Energy Division, 1800 F Street, NW, Washington, DC 20405 or via email at [utilities@gsa.gov](mailto:utilities@gsa.gov)

**AUTHORIZATION FOR NATURAL GAS SERVICE, CHANGE IN NATURAL GAS SERVICE, OR  
DISCONNECTION AND/OR TERMINATION OF NATURAL GAS SERVICE UNDER**

**Exhibit B**

**Colorado Springs Utilities  
Areawide Contract No. 47PA0426D0010**

Ordering Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Pursuant to Areawide Contract No. 47PA0426D0010 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. Areawide Contract Articles 2 and 4 shall be followed for the initiation of service under this contract.

PREMISES TO BE SERVED: \_\_\_\_\_

SERVICE ADDRESS: \_\_\_\_\_

NATURE OF SERVICE: Connect, Change, Disconnect, Continue Service,  
Line Extension, Alteration, Relocation, or Reinforcement, Special Facilities

OTHER TERMS AND CONDITIONS:

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

CONNECTION: If this exhibit is used for connection of utility service, the connection charges established in Colorado Springs Utility tariffs shall apply. If "Connect" is selected above, the estimated connection charges shall be included in the executed Exhibit.

Estimated Connection Charges \$ \_\_\_\_\_.

POINT OF DELIVERY: \_\_\_\_\_  
\_\_\_\_\_

TERM OF SERVICE: From \_\_\_\_\_ through \_\_\_\_\_.

SERVICE HEREUNDER SHALL BE UNDER RATE SCHEDULE NO. \_\_\_\_\_\*, Hereafter amended or modified by the regulatory body having jurisdiction. (see Article 5 of this contract.)

ESTIMATED ANNUAL ENERGY USAGE: \_\_\_\_\_ KWH, ESTIMATED DEMAND: \_\_\_\_\_ KW

ESTIMATED ANNUAL SERVICE COST: \$ \_\_\_\_\_

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

ACCOUNTING AND APPROPRIATION DATA FOR SERVICE: \_\_\_\_\_

FOR CONNECTION/SPECIAL FACILITIES CHARGE: \_\_\_\_\_

**CLAUSES INCORPORATED BY REFERENCE (Check applicable clauses):**

- \_\_\_ 52.236-5 Material and Workmanship (JUL 2025)
- \_\_\_ 52.241-3 Scope and Duration of Contract (FEB 1995)
- \_\_\_ 52.241-5 Contractor's Facilities (FEB 1995)
- \_\_\_ 52.241-6 Service Provisions (FEB 1995)
- \_\_\_ 52.241-7 Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995)(Use Full Text of Clause)
- \_\_\_ 52.241-11 Multiple Service Locations (FEB 1995)
- \_\_\_ 52.243-1 Changes-Fixed Price (JUN 2025)
- \_\_\_ 52.249- Default (\_\_\_\_\_) (Specify appropriate Clause)
- \_\_\_ 52.241-12 Nonrefundable, Nonrecurring Service charge (FEB 1995)
- \_\_\_ 52.232-18 Availability of funds (APR 1984)
- \_\_\_ 52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)

BILLS WILL BE RENDERED TO THE ORDERING AGENCY FOR PAYMENT AT THE FOLLOWING ADDRESS:  
\_\_\_\_\_ in \_\_\_\_\_ copies.

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

**Exhibit B (Cont'd)**

ACCEPTED:

\_\_\_\_\_  
(Ordering Agency)

**Colorado Springs Utilities**  
(Contractor)

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

\*\* If necessary, attach and make part hereof supplemental agreements or sheets that cover required connection or extension charges and special facilities or service arrangements. (See Article 5 of this Contract for instructions.)

**NOTE :** A fully executed copy of this Authorization shall be transmitted by the Ordering Agency to U. S. General Services Administration, PBS, Office of Facilities Management, Regulated Energy Division, 1800 F Street, NW, Washington, DC 20405 or via email at [utilities@gsa.gov](mailto:utilities@gsa.gov)

**AUTHORIZATION FOR WATER SERVICE, CHANGE IN WATER SERVICE, OR DISCONNECTION OF WATER SERVICE UNDER**

**Exhibit C**

**Colorado Springs Utilities  
Areawide Contract No. 47PA0426D0010**

Ordering Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Pursuant to Areawide Contract No. 47PA0426D0010 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. Areawide Contract Articles 2 and 4 shall be followed for the initiation of service under this contract.

PREMISES TO BE SERVED: \_\_\_\_\_

SERVICE ADDRESS: \_\_\_\_\_

NATURE OF SERVICE: Connect, Change, Disconnect, Continue Service,  
Line Extension, Alteration, Relocation, or Reinforcement, Special Facilities

OTHER TERMS AND CONDITIONS:

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

CONNECTION: If this exhibit is used for connection of utility service, the connection charges established in Colorado Springs Utilities tariffs shall apply. If "Connect" is selected above, the estimated connection charges shall be included in the executed Exhibit.

Estimated Connection Charges \$ \_\_\_\_\_.

POINT OF DELIVERY: \_\_\_\_\_

\_\_\_\_\_

TERM OF SERVICE: From \_\_\_\_\_ through \_\_\_\_\_.

SERVICE HEREUNDER SHALL BE UNDER RATE SCHEDULE NO. \_\_\_\_\_\*, Hereafter amended or modified by the regulatory body having jurisdiction. (see Article 5 of this contract.)

ESTIMATED ANNUAL ENERGY USAGE: \_\_\_\_\_ KWH, ESTIMATED DEMAND: \_\_\_\_\_ KW

ESTIMATED ANNUAL SERVICE COST: \$ \_\_\_\_\_

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

ACCOUNTING AND APPROPRIATION DATA FOR SERVICE: \_\_\_\_\_

FOR CONNECTION/SPECIAL FACILITIES CHARGE: \_\_\_\_\_

**CLAUSES INCORPORATED BY REFERENCE (Check applicable clauses):**

- \_\_\_ 52.236-5 Material and Workmanship (JUL 2025)
- \_\_\_ 52.241-3 Scope and Duration of Contract (FEB 1995)
- \_\_\_ 52.241-5 Contractor's Facilities (FEB 1995)
- \_\_\_ 52.241-6 Service Provisions (FEB 1995)
- \_\_\_ 52.241-7 Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995)(Use Full Text of Clause)
- \_\_\_ 52.241-11 Multiple Service Locations (FEB 1995)
- \_\_\_ 52.243-1 Changes-Fixed Price (JUN 2025)
- \_\_\_ 52.249- Default (\_\_\_\_\_) (Specify appropriate Clause)
- \_\_\_ 52.241-12 Nonrefundable, Nonrecurring Service charge (FEB 1995)
- \_\_\_ 52.232-18 Availability of funds (APR 1984)
- \_\_\_ 52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)

**Exhibit C (Cont'd)**

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)

**Colorado Springs Utilities**  
(Contractor)

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

\*\* If necessary, attach and make part hereof supplemental agreements or sheets that cover required connection or extension charges and special facilities or service arrangements. (See Article 5 of this Contract for instructions.)

**NOTE :** A fully executed copy of this Authorization shall be transmitted by the Ordering Agency to U. S. General Services Administration, PBS, Office of Facilities Management, Regulated Energy Division, 1800 F Street, NW, Washington, DC 20405 or via email at [utilities@gsa.gov](mailto:utilities@gsa.gov)

**AUTHORIZATION FOR WASTEWATER SERVICE, CHANGE IN WASTEWATER SERVICE, OR  
DISCONNECTION OF WASTEWATER SERVICE UNDER**

**Exhibit D**

**Colorado Springs Utilities  
Areawide Contract No. 47PA0426D0010**

Ordering Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Pursuant to Areawide Contract No. 47PA0426D0010 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. Areawide Contract Articles 2 and 4 shall be followed for the initiation of service under this contract.

PREMISES TO BE SERVED: \_\_\_\_\_

SERVICE ADDRESS: \_\_\_\_\_

NATURE OF SERVICE: Connect, Change, Disconnect, Continue Service,  
Line Extension, Alteration, Relocation, or Reinforcement, Special Facilities

OTHER TERMS AND CONDITIONS:

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

CONNECTION: If this exhibit is used for connection of utility service, the connection charges established in Colorado Springs Utilities tariffs shall apply. If "Connect" is selected above, the estimated connection charges shall be included in the executed Exhibit.

Estimated Connection Charges \$ \_\_\_\_\_.

POINT OF DELIVERY: \_\_\_\_\_

TERM OF SERVICE: From \_\_\_\_\_ through \_\_\_\_\_.

SERVICE HEREUNDER SHALL BE UNDER RATE SCHEDULE NO. \_\_\_\_\_\*, Hereafter amended or modified by the regulatory body having jurisdiction. (see Article 5 of this contract.)

ESTIMATED ANNUAL ENERGY USAGE: \_\_\_\_\_ KWH, ESTIMATED DEMAND: \_\_\_\_\_ KW

ESTIMATED ANNUAL SERVICE COST: \$ \_\_\_\_\_

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

ACCOUNTING AND APPROPRIATION DATA FOR SERVICE: \_\_\_\_\_

FOR CONNECTION/SPECIAL FACILITIES CHARGE: \_\_\_\_\_

**CLAUSES INCORPORATED BY REFERENCE (Check applicable clauses):**

- \_\_\_ 52.236-5 Material and Workmanship (JUL 2025)
- \_\_\_ 52.241-3 Scope and Duration of Contract (FEB 1995)
- \_\_\_ 52.241-5 Contractor's Facilities (FEB 1995)
- \_\_\_ 52.241-6 Service Provisions (FEB 1995)
- \_\_\_ 52.241-7 Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995)(Use Full Text of Clause)
- \_\_\_ 52.241-11 Multiple Service Locations (FEB 1995)
- \_\_\_ 52.243-1 Changes-Fixed Price (JUN 2025)
- \_\_\_ 52.249- Default (\_\_\_\_\_) (Specify appropriate Clause)
- \_\_\_ 52.241-12 Nonrefundable, Nonrecurring Service charge (FEB 1995)
- \_\_\_ 52.232-18 Availability of funds (APR 1984)
- \_\_\_ 52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)

BILLS WILL BE RENDERED TO THE ORDERING AGENCY FOR PAYMENT AT THE FOLLOWING ADDRESS:  
\_\_\_\_\_ in \_\_\_\_\_ copies.

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

**Exhibit D (Cont'd)**

ACCEPTED:

\_\_\_\_\_  
(Ordering Agency)

**Colorado Springs Utilities**  
(Contractor)

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

**NOTE :** A fully executed copy of this Authorization shall be transmitted by the Ordering Agency to U. S. General Services Administration, PBS, Office of Facilities Management, Regulated Energy Division, 1800 F Street, NW, Washington, DC 20405 or via email at [utilities@gsa.gov](mailto:utilities@gsa.gov)



**Exhibit E (Cont'd)**

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

REMARKS:

ACCEPTED:

\_\_\_\_\_  
(Ordering Agency)

**Colorado Springs Utilities**  
(Contractor)

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

**AUTHORIZATION FOR THE PROVISION OF SERVICES PROVIDED UNDER THE APPROPRIATE REGULATORY AUTHORITY**

**Exhibit F**

**Colorado Springs Utilities**

*(insert authority)*

**Areawide Contract No 47PA0426D0010**

Ordering Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Pursuant to Areawide Contract No. 47PA0426D0010 between Colorado Springs Utilities ("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. Areawide Contract Articles 2 and 4 shall be followed by the Ordering Agency in initiating service under this contract as described below.

PREMISES TO BE SERVED: \_\_\_\_\_

SERVICE ADDRESS: \_\_\_\_\_

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

OTHER TERMS AND CONDITIONS:

[Describe or attach description]

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

TERM OF SERVICE: From \_\_\_\_\_ through \_\_\_\_\_

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

\_\_\_\_\_ in \_\_\_\_\_ copies.

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

ACCEPTED:

\_\_\_\_\_  
(Ordering Agency)

**Colorado Springs Utilities**  
(Contractor)

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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