

GSA Areawide Public Utility Contract

For

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

**Contract No. 47PA0426D0012**

between the

**United States of America**

and

**EVERSOURCE ENERGY SERVICE COMPANY, as agent for its  
affiliates:**

**NSTAR Electric Company**

**NSTAR Gas Company**

**Eversource Gas Company of Massachusetts**

**The Connecticut Light and Power Company**

**Yankee Gas Services Company**

**Public Service Company of New Hampshire**

**(collectively "Eversource Affiliates")**

**Franchised Service Areas in Massachusetts, Connecticut, and New  
Hampshire**

Negotiated Areawide Contract  
between the  
**United States of America**  
And  
**Eversource Energy Service Company, as agent for Eversource Affiliates**

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# **Eversource Energy Service Company, as agent for Eversource Affiliates**

## **Preamble and Whereas Clauses**

THIS AREAWIDE CONTRACT FOR Electric Services, Natural Gas Services, Energy Management Services, and 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, Eversource Energy Service Company organized and existing under the laws of the State of Connecticut and having its principal office and place of business at 107 Selden Street, Berlin, CT 06037, as the designated agent for the following utility affiliates: NSTAR Electric Company, NSTAR Gas Company, The Connecticut Light and Power Company, Yankee Gas Services Company and Public Service Company of New Hampshire (hereinafter collectively referred to as the "Contractor"):

*WHEREAS* the Contractor includes six (6) electric and natural gas utility distribution companies that are regulated by the State Regulatory Commissions of Connecticut and New Hampshire and the Commonwealth of Massachusetts. the Federal Energy Regulatory Commission (FERC"), and/or such other regulatory bodies may have jurisdiction over the Contractor (hereinafter referred to collectively as the "Appropriate Regulatory Authority");

WHEREAS the Contractor now has on file with the Appropriate Regulatory Authority all of its current effective tariffs, rate schedules, riders, rules and terms and conditions of service ("Tariffs"), as applicable; provided such Tariffs will change from time-to-time in the future; 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 Service, Natural Gas, 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 had an areawide contract in effect with a particular utility, then such service is normally to be procured thereunder; and

WHEREAS, the Government previously purchased electric, natural gas, and energy management service from the Contractor under the Areawide Public Utilities Contract No. GS00P16BSD1211 that expired on March 3RD 2026, or under some other service arrangement; and

WHEREAS, the Contractor and the Government mutually desire that this Areawide Contract be used by the agencies of the Government in obtaining electric, natural gas, 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, a list of which Agencies may be found at ADM 4800.2E on the General Services Administration website.
- (b) "**Appropriate Regulatory Authority**" or "**Commission**" means Federal Energy Regulatory Commission (FERC) and the state utility commissions and/or such other federal and state regulatory bodies as may have jurisdiction over the Contractor (hereinafter referred to collectively as the "Appropriate Regulatory Authority" or "Commission").
- (c) "**Areawide Contract**" means this master contract entered into between the Government and Contractor to cover the Service acquisitions of all Federal agencies in the franchised certificated service territory from Contractor for a period not to exceed ten (10) years.
- (d) "**Authorization**" means an order form used to acquire Services under this Areawide Contract (see **Exhibit "A"** AUTHORIZATION FOR ELECTRIC SERVICE, **Exhibit "B"** AUTHORIZATION FOR GAS SERVICE, **Exhibit "C"** AUTHORIZATION FOR ENERGY MANAGEMENT SERVICE, and **Exhibit "D"** AUTHORIZATION FOR THE PROVISION OF SERVICES PROVIDED UNDER THE APPROPRIATE REGULATORY AUTHORITY), and annexed hereto;
- (e) "**Class of Service**" or "**Service Classification**" means those categories of service established in the Contractor's Tariff as filed with the Commissions.
- (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 in accordance with the Contractor's Tariffs and the Appropriate Regulatory Authority's rules and regulations, installed, owned, maintained and operated by the Contractor.
- (g) "**Contractor's Tariffs**" means "Appropriate Regulatory Authority" or "Commission" Utility Service Tariffs, and includes rate schedules, covenants, riders, rules, regulations, new business policies, policies on contributions in aid of construction, interconnection standards and practices, 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 where required.
- (h) "**Contractor's Terms and Conditions**" for this Areawide Contract, means the terms, conditions, policies, procedures, payment terms and prices established by the Contractor for 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 Appropriate Regulatory Authority's jurisdiction, but are not required to be approved by the Appropriate Regulatory Authority and/or not specifically subject to Appropriate Regulatory Authority approval before they take effect. The definition of "Terms and Conditions" shall not include Electric Service, Gas Service or contract terms developed for specific Authorizations.
- (i) "**Electric Service**" means regulated electric commodities, transmission, distribution, and/or related services.
- (j) "**Natural Gas Service**" mean regulated natural gas commodities, transmission, distribution, and/or related services.
- (k) "**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.)
- (l) "**Energy Management Service (EMS)**" means any project or service (including any ECM) that is intended to reduce and/or manage 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:
  - a. The EMS project or service must be designed to produce measurable energy or water use reductions, cost reductions, or measurable amounts of controlled energy and/or water use;
  - b. 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;
  - c. The preponderance of work covered by the EMS project or service (measured in dollars) must be related to Items 1 and 2 above; and
  - d. The EMS project or service must be related to an improvement to real property or any action that is necessary to ensure the functionality of the EMS measure.
- (m) "**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(ra)(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.
- (n) "**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.
- (o) "**Ordering Agency**" means any Agency that enters into a bilaterally executed Authorization for procurement of **Electric Service, Natural Gas Service, Energy Management Service and/or Services Provided Under the Appropriate Regulatory Authority** under this Areawide Contract.
- (p) "**Service(s)**" means any Electric Service, Natural Gas, 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.
- (q) "**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, CHANGE IN NATURAL GAS SERVICE, OR DISCONNECTION AND/OR TERMINATION OF NATURAL GAS SERVICE **Exhibit "C"** AUTHORIZATION FOR ENERGY MANAGEMENT SERVICE, OR DISCONNECTION OF ENERGY MANAGEMENT SERVICE, **Exhibit "D"** AUTHORIZATION FOR THE PROVISION OF SERVICES PROVIDED UNDER THE APPROPRIATE REGULATORY AUTHORITY);

**1.2.** This Article is hereby expanded to include the additional definitions contained in FAR 52.202-1, Definitions (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 14.1-34, 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 Service, Natural Gas, Energy Management Service and/or Services Provided Under the Appropriate Regulatory Authority provided that notwithstanding anything contained in this Areawide Contract to the contrary, to the extent that Contractor provides Services to any Agency, such Agency shall compensate Contractor for any Services so rendered by Contractor in accordance with the then-current Contractor's Tariffs regardless of whether the Agency provides Contractor with an Authorization under this Areawide Contract. Upon bilateral execution of an Authorization, the Contractor agrees to furnish to the Ordering Agency, and the Ordering Agency agrees to purchase from the Contractor, the 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 Commission, if applicable.

**2.5.** This Areawide Contract may be used by an Ordering Agency to obtain any Services that are offered by Contractor. Services provided under this Areawide Contract may not use amounts appropriated or made available by any law to purchase electricity in a manner inconsistent with State law governing the provision of electric utility service...".

**2.6.** To facilitate an Ordering Agency obtaining services under Contractor's standard agreements for utility service, an Exhibit "D" has been included in this Areawide Contract. This Exhibit "D" is designed so it also can be used by an Ordering Agency when a change requested by the Ordering Agency to Contractor's Tariffs has been approved by the Appropriate Regulatory Authority. The Contractor has no obligation, during the term of this Agreement, to update Exhibit D.

### **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 in writing by the Contractor and shall be subject to the terms of this Areawide Contract.

### **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, the Ordering Agency is responsible for negotiating with the Contractor to attempt to obtain an amended Authorization that is mutually agreed upon and executed, which must subsequently be submitted by the Ordering Agency to GSA.

**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 either: (a) delivering a written Termination Authorization to the other or (b) Contractor may elect to discontinue Service in accordance with the processes approved by applicable law, including the applicable Appropriate Regulatory Authority. 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 <http://www.eversource.com>.

**5.2.** Subject to the provisions of Article 2.3, all Electric Service, Natural, Gas, 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, and any other terms and conditions set forth in an Authorization, except to the extent that any such provision of the Contractor's Tariffs are adjudicated to be in conflict with Federal law. The Contractor's entry into this Areawide Contract does not constitute a waiver, release, or partial release of any claims and defenses the Contractor has, or may have, to any potential future claim by the Government that all or a portion of the existing or future Contractor's Tariffs are preempted by Federal law. Throughout the Term of the Areawide Contract, the Government shall have reasonable access to the Contractor's currently effective Tariffs that are posted on the Contractor's website (see Article 5.1 above) or otherwise made available electronically or otherwise from the Regulatory Authority. In the event the Contractor's Tariffs become inaccessible via the internet or the Ordering Agency does not have access to the internet, the Contractor agrees to provide newly effective or amended Tariffs in accordance with the Contractor's Tariff distribution practices, policies and procedures applicable to all customers.

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

**5.4.** The Contractor hereby represents and warrants to the Government that – upon receipt of a request to do so from an Ordering Agency – the Contractor will use commercially reasonable efforts to attempt to answer questions from the Ordering Agency to help enable the Ordering Agency to select the Service rate or rates that best meet the Operating Agency's needs and goals. Such rates available to any Ordering Agency for services subject to the oversight and regulation of the Commission hereunder shall at all times not exceed those rates approved by the Appropriate Regulatory Authority 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 Service rate that is inapplicable to the Ordering Agency; nor is the Contractor responsible for ensuring that each Ordering Agency selects the service rates that yield the lowest net cost 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, the Appropriate Regulatory Authority's rules and regulations, or the Contractor's 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, bill for such technical assistance on or concerning an Ordering Agency's equipment (such as the inspection or repair of such equipment) as may be requested by such Ordering Agency. The charges for such technical assistance shall be calculated at the time the technical assistance is rendered, 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. The form and content of any documentation the Contractor is required to provide hereunder to the Ordering Agency is not required to exceed the form and content of similar documentation the Contractor provides to its other electric or gas customers.

**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 up to 3 months after the provision of matters or services rendered. Payment for the matters and Services referenced in Article 5.6 thereof shall not be unreasonably withheld or denied. The Contractor further warrants and represents to the Government that it will use commercially reasonable efforts to attempt to ensure that charges for the matters or Services referenced in Article 5.6 hereof will be comparable to the charges billed to other nearly identically situated customers of the Contractor served under the same Service Classification for nearly identical matters or Services provided under nearly identical circumstances, provided, however, that the Government understands and agrees that the pricing for many types of Services offered by the Contractor (i.e., installing a new electric or gas service, or modifying an existing electric or gas service) are heavily contingent upon the unique characteristics of an Operating Agency, and therefore, comparisons to other similarly situated customers may not be possible or meaningful.

**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 commission having jurisdiction.

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

**6.1** The Electric Service, Natural Gas, 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 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 and approved in writing by the Contractor, 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.** Except as otherwise provided under the Contractor's Tariffs, the Contractor's Terms and Conditions, this Areawide Contract or agreed to by the parties, payments hereunder shall not be paid in advance of Services rendered. The Ordering Agency shall affect 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. Changes in the Contractor's Tariff provisions for the payment of bills shall supersede the provisions of this paragraph to the extent of the applicability of such changes.

**7.2.** The Ordering Agency will make invoice payments for Services not subject to the direct oversight or approval of the Commission 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 Commission. 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.

**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 52.232-34 shall apply (See Article 14).

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

**8.1.** Except as otherwise provided under the Contractor's Tariffs and the Contractor's Terms and Conditions, or as otherwise agreed to by the parties, 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 that any meter fails to register or registers incorrectly, as determined by the regulations and proceedings of the Commission, 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 and the Commission's regulations, provided, however that if Contractor's Tariff or the Appropriate Regulatory Authority's regulations authorize Contractor to estimate meter readings subject to utilizing a process that trues-up such estimates to actual meter readings then the Contractor shall be entitled to use estimated meter data.

**8.3.** Except as otherwise provided under the Contractor's Tariffs and the Contractor's Terms and Conditions, meters shall be inspected upon installation in accordance with the Contractor's Tariffs and the Commission's regulations. Subsequent inspection, periodic testing, repair, and replacement of meters shall be done in such place and manner as provided by Contractor's Tariffs and the Commission'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 the terms of the Contractor's Tariffs, the Contractor's Terms and Conditions, and the Appropriate Regulatory Authority's regulations. Ordering Agencies shall have the right to request a meter test in accordance with the procedures prescribed in the Contractor's Tariffs and Commission's regulations. The tests and applicable meter accuracy standards are those set forth in the Contractor's Tariffs, the Contractor's Terms and Conditions, and Appropriate Regulatory Authority's regulations. The expense of meter tests shall be borne by the party designated as responsible therefore in the Contractor's Tariffs, the Contractor's Terms and Conditions, and Appropriate Regulatory Authority's regulations.

**8.4.** For the purposes of this 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, the Contractor's Terms and Conditions, and Appropriate Regulatory Authority guidelines for utility Service(s). References to meters under this Article shall not apply to meters that regulations of the Appropriate Regulatory Authority allow the Government to own or that regulations of Appropriate Regulatory Authority allow the Contractor to install 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 Commission.

## **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 Contractor's Tariffs, 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, Contractor's Terms and Conditions or any other terms and conditions set forth in an Authorization, and in accordance thereof, such Contractor-owned 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, or any underground Contractor-owned equipment or facilities may be abandoned in place, and in both cases, the Operating Agency's premises substantially restored, by the Contractor at its expense within a reasonable time after discontinuance of service to the Ordering Agency. The cost of removal of such equipment and abandonment in-place of such underground equipment shall be determined by Contractor's Tariffs, Contractor's Terms and Conditions, and Appropriate Regulatory Authority.

**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, the Commission's rules and regulations, or any other terms and conditions set forth in an Authorization.

## **ARTICLE 10. LIABILITY**

**10.1.** If the Government and/or an Ordering Agency has limited or restricted the Contractor's right of access under Article 11 and thereby interfered with the Contractor's ability to supply service or to correct dangerous situations which are a threat to public safety, the Government shall be responsible for any liability resulting from such restricted or limited access

to the extent permitted by law and authorized by appropriations and shall release, indemnify and hold 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 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, if any, shall have access to the premises served at all reasonable times during the Term of this Areawide Contract and of any Authorization executed under this Areawide Contract and for a reasonable period of time following its expiration or termination, whichever occurs earliest, to perform certain work, which shall include but not be limited to the following: for the purpose of reading meters, making installations, repairs, or removals of the Contractor's equipment, or for any other proper purposes hereunder provided, however, that proper military or other governmental authority may limit or restrict such right of access in any manner considered by such authority to be reasonably necessary or advisable. However, any such limitation or restriction shall preclude the Contractor's ability to complete all work incidents prior to the termination or expiration of this Areawide Contract.

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

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

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

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

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

**13.2.** Contractor represents that the following persons (or their applicable successors or delegates) are currently authorized to negotiate and/or execute (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: Stephen Bruno  
Title Director of Energy Efficiency  
Email: [stephen.bruno@eversource.com](mailto:stephen.bruno@eversource.com)  
Phone: (860) 665-4752
  
- (b) Name: Tilak Subrahmanian  
Title Vice President Energy Efficiency  
Email: [tilak.subrahmanian@eversource.com](mailto:tilak.subrahmanian@eversource.com)  
Phone: (781) 441-8082

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>. The offeror is cautioned that the listed provisions and clauses may include blocks that must be completed by the contractor and/or submitted with its documentation. In lieu of submitting the full text of those provisions and clauses, the contractor may identify the provision and/or clause by paragraph identifier and provide the appropriate information with its documentation. Also, the full text of a clause may be accessed electronically at this/these address(es): <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. 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (GSA Class Deviation RFO-2025-19)
13. 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (GSA Class Deviation RFO-2025-19)
14. 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (GSA Class Deviation RFO-2025-22)
15. 52.222-36	EQUAL OPPORTUNITIES FOR WORKERS WITH DISABILITIES (GSA Class Deviation RFO-2025-22)
16. 52.222-37	EMPLOYMENT REPORTS ON VETERANS (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)

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| 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. | 52.241-4   | CHANGE IN CLASS OF SERVICE (FEB 1995)  |
| 32. | 52.241-5   | CONTRACTOR'S FACILITIES (FEB 1995)   |
| 33. | 52.241-8   | CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR UNREGULATED SERVICES (FEB 1995)         |
| 34. | 52.242-13  | BANKRUPTCY (JULY 1995)   |
| 35. | 52.243-1   | CHANGES—FIXED PRICE (GSA Class Deviation RFO-2025-43)  |
| 36. | 52.244-6   | SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (GSA Class Deviation RFO-2025-43) |
| 37. | 52.249-2   | TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (APRIL 2012)                   |
| 38. | 552.241-70 | AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR OR QUARTER (AUG 2010)                           |
| 39. | 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 Commissions under a pre-approved alternative (FAR 52.241-8) that demonstrates the Contractor will provide these services under terms and conditions that are competitive and otherwise in the best interests of the Ordering Agency. If, as demonstrated by the Ordering Agency, the conditions for use of this pre-approved alternative cannot be satisfied, then the Ordering Agency should consider the requirement of the Competition in Contracting Act of 1984 and the extent to which a competitive acquisition process is required to select and award a contract for these unregulated services. If an Authorization under this Areawide Contract is utilized, the prices and terms and conditions for unregulated services offered by the Contractor shall be negotiated subject to the requirements of FAR 41.5, subject to the general requirements of FAR 52.241-8.

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

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

#### 14.4 Clauses Incorporated in Full Text.

##### **52.212-4 Terms and Conditions—Commercial Products and Commercial Services. (GSA Class Deviation RFO-2025-12) (Tailored IAW FAR 12.205(b)(1)(ii) to meet customary standard Practice)**

As prescribed in 12.205(b)(3), insert the following clause:

Terms and Conditions—Commercial Products and Commercial Services (Deviation Date)

(a) *Definitions.* The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *Reserved*

(c) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) Reserved

(g) *Invoice*. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices or make other mutually agreed upon arrangements. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Reserved*

(i) *Payment*—

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act ( [31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR part 1315.

(3) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable;

(D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) *Interest*.

(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(8) The specification.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(End of clause)

## **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 1 May 2026 through 30 April 2036.

(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 30 April 2036.

(End of clause)

**52.241-3 Scope and Duration of Contract.**

As prescribed in 41.501(c)(2), insert a clause substantially the same as the following:

Scope and Duration of Contract (Feb 1995)

(a) For the period of 10 Years the Contractor agrees to furnish and the Government agrees to purchase available utility services in accordance with the applicable tariff(s), rules, and regulations as approved by the applicable governing regulatory body and as set forth in the contract.

(b) It is expressly understood that neither the Contractor nor the Government is under any obligation to continue any service under the terms and conditions of this contract beyond the expiration date.

(c) The Contractor shall provide the Government with one complete set of rates, terms, and conditions of service which are in effect as of the date of this contract and any subsequently approved rates.

(d) The Contractor shall be paid at the applicable rate(s) under the tariff and the Government shall be liable for the minimum monthly charge, if any, specified in this contract commencing with the period in which service is initially furnished and continuing for the term of this contract. Any minimum monthly charge specified in this contract shall be equitably prorated for the periods in which commencement and termination of this contract become effective.

(End of clause)

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

The items included in Contractor’s Tariff are available to the government and any Ordering Agency electronically at the Contractor’s website, <http://www.eversource.com>. In addition, the government and any Ordering Agency may register at the website maintained by each respective Appropriate Regulatory Authority for each docket open regarding Contractor for automatic electronic notifications pertaining to that docket. Contractor shall comply with the Appropriate Regulatory Authority’s regulatory requirements applicable to notifications to Contractor customers for changes to Contractor’s Tariff.

(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 Government agrees either to pay the amount of the state or local taxes to the Contractor or provide evidence necessary to sustain an exemption from such taxes.

**ARTICLE 15. SMALL BUSINESS SUBCONTRACTING PLAN**

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

**ARTICLE 16. NOTICES**

**16.1.** Unless specifically provided otherwise, all notices required to be provided to the Government under this Areawide Contract shall be mailed to: U. S. General Services Administration, PBS, Office of Facilities, 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:

Eversource Energy  
107 Selden Street

Berlin, CT 06037

Attention: Stephen Bruno; Director of Energy Efficiency; (860) 665-4752; stephen.bruno@eversource.com and Oscar Romero, Counsel; (860) 665-5427; oscar.romero@eversource.com or to such other person as the Contractor may hereafter designate in writing.

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

**16.4** Contractor shall comply with the Appropriate Regulatory Authority's regulatory requirements applicable to notifications to Contractor customers for changes to Contractor's Tariff, which may result in any such required notices being issued by the Contractor to the "customer of record" as shown in Contractor's then-current customer service records/system.

## **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 30th 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 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 authority 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 in 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 or subcontractors 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 or ECM Subcontractor. 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. Contract Administration:** The Ordering Agency shall assist in the day-to-day administration of the Service being provided to it under an Authorization.

**19.2. Anti-Deficiency:** Unless otherwise authorized by Public Law or Federal Regulation, nothing contained herein shall be construed as binding the Government to expend, in any one fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year in furtherance of the matter of any Authorization executed in accordance with this Areawide Contract or to involve the Government in an obligation for the future expenditure of monies before an appropriation is made (Anti-Deficiency Act, 31 U.S.C. 1341.A.1), provided, however, notwithstanding any provision hereof to the contrary, the Government and each Operating Agency agrees to timely pay all amounts owed to the Contractor under the Contractor's Tariffs, the Contractor's Terms and Conditions, this Areawide Contract, and Appropriate Regulatory Authority's requirements.

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

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

**19.5. Indemnification:** Any indemnification language contained in standard form agreements executed between the Ordering Agency and the Contractor shall be binding upon the Federal Government only to the extent authorized by law, opinions of the Government Accountability Office and the Federal Torts Claims Act. The Government represents warrants and covenants that the indemnifications by the Government set forth in this Areawide Contract have been authorized by the Government Accountability Office and the Federal Torts Claims Act.

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

**19.7. 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.

**EXHIBIT "A"**

**EVERSOURCE ENERGY SERVICE- COMPANY, as agent for its affiliates as applicable based on the location of the premises of the Ordering Agency receiving service; NSTAR Electric Company, The Connecticut Light and Power Company, Public Service Company of New Hampshire, each dba Eversource Energy and referred to hereunder as "Eversource Energy"**

AUTHORIZATION FOR ELECTRIC SERVICE, CHANGE IN ELECTRIC SERVICE, OR DISCONNECTION AND/OR TERMINATION OF ELECTRIC SERVICE UNDER  
**AREAWIDE CONTRACT NO. 47PA0426D0012**

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

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

Pursuant to Areawide Contract No. 47PA0426D0012 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 \_\_\_\_\_ 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):**

- (1) \_\_\_ 52.236-5 Material and Workmanship (JUL 2025)
- (2) \_\_\_ 52.241-3 Scope and Duration of Contract (FEB 1995)
- (3) \_\_\_ 52.241-5 Contractor's Facilities (FEB 1995)
- (4) \_\_\_ 52.241-7 Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995)(Use Full Text of Clause)
- (5) \_\_\_ 52.241-11 Multiple Service Locations (FEB 1995)
- (6) \_\_\_ 52.243-1 Changes-Fixed Price (JUN 2025)
- (7) \_\_\_ 52.249- Default (\_\_\_\_\_) (Specify appropriate Clause)
- (8) \_\_\_ 52.241-12 Nonrefundable, Nonrecurring Service charge (FEB 1995)

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

Notwithstanding any clause incorporated by reference above to the contrary, the Government and each Operating Agency agrees to pay all amounts owed to the Contractor under the Contractor's Tariffs, the Contractor's Terms and Conditions, this Areawide Contract, and Appropriate Regulatory Authority's requirements.

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

ACCEPTED:

As designated and authorized agent of  
**Eversource Energy Service Company**

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

\_\_\_\_\_  
(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 "B"**

**EVERSOURCE ENERGY SERVICE COMPANY, as agent for the following Eversource Affiliate(s) (as applicable based on the location of the premises of the Ordering Agency receiving service; NSTAR Gas Company Eversource Gas Company of Massachusetts and/or Yankee Gas services company, each dba Eversource Energy and referred to hereunder as "Eversource Energy")**

**AUTHORIZATION FOR GAS SERVICE, CHANGE IN GAS SERVICE, OR DISCONNECTION AND/OR TERMINATION OF STEAM SERVICE UNDER AREAWIDE CONTRACT NO. 47PA0426D0012**

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

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

Pursuant to Areawide Contract No. 47PA0426D0012 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.

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

TEAM OF SERVICE: From \_\_\_\_\_ through \_\_\_\_\_

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

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

ESTIMATED ANNUAL GAS VOLUME: \_\_\_\_\_ (Specify TERMS or CUBIC FEET)

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):**

- \_\_\_\_\_ *52.211-10 Commencement, Prosecution and Completion of Work (APR 1984)*
- \_\_\_\_\_ *52.236-5 Material and Workmanship (JUL 2025)*
- \_\_\_\_\_ *52.241-3 Scope and Duration of Contract (FEB 1995)*
- \_\_\_\_\_ *52.241-5 District's Facilities (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 (AUG 1987)*
- \_\_\_\_\_ *52.249- Default (\_\_\_\_\_) (Specify appropriate Clause)*
- \_\_\_\_\_ *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:

As designated and authorized agent of  
**Eversource Energy Service Company**

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

\_\_\_\_\_  
(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 "C"**

**EVERSOURCE ENERGY SERVICE COMPANY, as agent for the following Eversource Affiliate(s) (as applicable based on the location of the premises of the Ordering Agency receiving service: NSTAR Electric Company, NSTAR Gas Company, Eversource Gas Company of Massachusetts, The Connecticut Light and Power Company, Yankee Gas Services Company, Public Service Company of New Hampshire, each dba Eversource Energy and referred to hereunder as "Eversource Energy")**

**AUTHORIZATION FOR ENERGY MANAGEMENT SERVICE, OR DISCONNECTION OF ENERGY MANAGEMENT SERVICE AREAWIDE  
CONTRACT NO. 47PA0426D0012**

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

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

Pursuant to Contract No. 47PA0426D0012 between the Contractor and the United States Government and subject to all the provisions thereof, service to the United States Government under such contract shall be rendered and subject to all the provisions thereof. This Authorization for Energy Management Services (EMS), includes any attachments listed below and any FAR provisions checked below and incorporated herein by reference, shall together with the referenced Areawide Contract form one single integrated agreement.

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

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

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

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

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

PROJECT COST: \_\_\_\_\_

ACCOUNTING AND APPROPRIATION DATA: \_\_\_\_\_

**List of Attachments:**

- |  |  |  |  |
|--|--|--|--|
| <input type="checkbox"/> General Conditions      | <input type="checkbox"/> Payment Provisions    | <input type="checkbox"/> Special Requirements  | <input type="checkbox"/> Economic Analysis     |
| <input type="checkbox"/> Facility/Site Plans     | <input type="checkbox"/> Historical Data       | <input type="checkbox"/> Utility Usage History | <input type="checkbox"/> ECP Feasibility Study |
| <input type="checkbox"/> Design Drawings         | <input type="checkbox"/> Design Specifications | <input type="checkbox"/> Certifications        | <input type="checkbox"/> Commission Schedules  |
| <input type="checkbox"/> TO Financial Schedules: | <input type="checkbox"/> e Project Builder     | <input type="checkbox"/> Other:                |  |
|  | Financial Schedule(web-based ePB system:       |  |  |

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

- (1) \_\_\_ 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)
- (2) \_\_\_ 52.215-2 Audit and Records – Negotiation (NOV 2025)
- (3) \_\_\_ 52.215-10 Price Reduction for Defective Cost or Pricing Data (AUG 2011)
- (4) \_\_\_ 52.215-12 Subcontractor Certified Cost or Pricing Data (NOV 2025)
- (5) \_\_\_ 52.215-14 Integrity of Unit Prices (NOV 2021)
- (6) \_\_\_ 52.215-20 Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data (NOV 2025)
- (7) \_\_\_ 52.222-54 Employment Eligibility Verification (NOV 2025)
- (8) \_\_\_ 52.223-4 Recovered Material Certification (MAY 2008)
- (9) \_\_\_ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008)
- (10) \_\_\_ 52.232-25 Prompt Payment (JAN 2017)
- (11) \_\_\_ 52.241-7 Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995) *Use Full Text of Clause*
- (12) \_\_\_ 52.244-5 Competition in Subcontracting (AUG 2024)
- (13) \_\_\_ 52.249-8 Default (Fixed Price Supply or Service) (APR 1984)

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

REMARKS:

ACCEPTED:

As designated and authorized agent of  
**Eversource Energy Service Company**

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

\_\_\_\_\_  
(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, Regulated Energy Division, 1800 F Street, NW, Washington, DC 20405 or via email at [utilities@gsa.gov](mailto:utilities@gsa.gov)

**EXHIBIT "D"**

**EVERSOURCE ENERGY SERVICE COMPANY, as agent for the following Eversource Affiliate(s) (as applicable based on the location of the premises of the Ordering Agency receiving Services: NSTAR Electric Company, NSTAR Gas Company, Eversource Gas Company of Massachusetts, The Connecticut Light and Power Company, Yankee Gas Services Company, Public Service Company of New Hampshire, each dba Eversource Energy and referred to hereunder as "Eversource Energy")**

AUTHORIZATION FOR THE PROVISION OF SERVICES PROVIDED UNDER THE APPROPRIATE REGULATORY AUTHORITY  
(insert authority)

**AREAWIDE CONTRACT NO. 47PA0426D0012**

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

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

Pursuant to Areawide Contract No. 47PA0426D0012 between \_\_\_\_\_ ("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 D.1 is, 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:

As designated and authorized agent of  
**Eversource Energy Service Company**

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

\_\_\_\_\_  
(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, Regulated Energy Division, 1800 F Street, NW, Washington, DC 20405 or via email at [utilities@gsa.gov](mailto:utilities@gsa.gov)