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GSA Areawide Public Utility Contract

For

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

Contract No. 47PA0425D0031

between the

United States of America

and

Southern Company Services, Inc.,

As agent for

AGL Services Company,

On behalf of

VIRGINIA NATURAL GAS

Franchised Service Areas of the State of Virginia

Negotiated Areawide Contract
No. 47PA0425D0031
between the
United States of America
And
Southern Company Services, Inc.,
As agent for
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On behalf of
VIRGINIA NATURAL GAS

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VIRGINIA NATURAL GAS
Preamble and Whereas Clauses

THIS AREAWIDE CONTRACT FOR Natural Gas, Energy Management Service and/or Services Provided Under the Appropriate Regulatory Authority is executed this 7/10/2025 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, SOUTHERN COMPANY SERVICES, INC., as agent for AGL Services Company on behalf of VIRGINIA NATURAL GAS, a corporation organized and existing under the laws of the State of Virginia and having its principal office and place of business at 544 S. Independence Boulevard, Virginia Beach, VA 23452 (hereinafter referred to as the "Contractor");

WHEREAS, the Contractor is a natural gas transmission and distribution utility company that is regulated by the Virginia State Corporation Commission and/or such other regulatory bodies as may have jurisdiction over the Contractor (hereinafter referred to as the "**Commissions**");

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

WHEREAS, with some exceptions, the Government is generally required by Chapter 1 of Title 48 of the Federal Acquisition Regulation (FAR), 48 CFR 41.204, to enter into a bilateral contract for 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 an areawide contract in effect with a particular utility, then such service is normally to be procured thereunder; and

WHEREAS, the Government is now purchasing natural gas, energy management service from the Contractor and its affiliates under the Areawide Public Utilities Contract No.GS-00P-15-BSD-1161 (Southern Company Gas) that expires on July 11, 2025 or under some other service arrangement; and

WHEREAS, the Contractor and the Government mutually desire that this Areawide Contract be used by the agencies of the Government in obtaining natural gas, 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) **"Ancillary Services"** means Contractor's services which are provided to an Agency and which are routinely provided by the Contractor, including but not limited to, total maintenance and repair, major restoration and repair, operation and maintenance, studies, emergency restoration resulting from Acts of God, routine maintenance, mapping of an Agency's facility, and government-owned line extensions, and any other services, as appropriate.
- (c) **"Appropriate Regulatory Authority"** means the Virginia State Corporation Commission, , and/or such other regulatory bodies as may have jurisdiction over the Contractor.
- (d) **"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.
- (e) **"Authorization"** means an order form used to acquire Services under this Areawide Contract (see **Exhibit "A"** AUTHORIZATION FOR NATURAL GAS SERVICE, CHANGE IN NATURAL GAS SERVICE, OR DISCONNECTION AND/OR TERMINATION OF NATURAL GAS SERVICE, **Exhibit "B"** AUTHORIZATION FOR ENERGY MANAGEMENT SERVICE, OR DISCONNECTION OF ENERGY MANAGEMENT SERVICE, and **Exhibit "C"** AUTHORIZATION FOR THE PROVISION OF SERVICES PROVIDED UNDER THE APPROPRIATE REGULATORY AUTHORITY.
- (f) **"Class of Service" or "Service Classification"** means those categories of service established in the Contractor's Tariff as filed with the Commissions.
- (g) **"Connection Charge"** means a Contractor's charge for facilities on the Contractor's side of the delivery point which facilities (1) are required to make connections with the nearest point of supply and (2) are installed, owned, maintained, and operated by the Contractor in accordance with the Contractor's Tariffs, Contractor's Terms and Conditions, and, if applicable, the Commission's rules and regulations.
- (h) **"Contractor's Tariffs"** means Contractor's utility service tariffs, and includes rate schedules, covenants, riders, rules, regulations, and regulated terms and conditions of service as may be modified, amended or supplemented by the Contractor from time to time, and approved by the Commission where required.
- (i) **"Contractor's Terms and Conditions"** for this Areawide Contract, means Contractor's, or its subsidiaries or affiliate's, terms, conditions, policies, and payment terms established for those services that are provided pursuant to this Contract, but which are not otherwise inconsistent with prior Commission authorization. The definition of "Terms and Conditions" shall not include price-related matters or contract terms developed for specific Authorization.
- (j) **"Energy Conservation Measure (ECM)"** means any specific energy related, or water related project or service intended to provide energy savings and/or demand reduction in Federal facilities (Reference Article 18 herein). (Energy Conservation Measure and Demand Side Management Measure are considered equivalent terms.)
- (k) **"Energy Management Service (EMS)"** means any project or service (including any ECM) that is intended to reduce and/or manage energy demand, cost, and/or energy security or safety, or water use, cost, and/or security or safety as well those services that determine whether such reductions are feasible (such as energy audits and any ancillary services necessary to ensure the proper operation of the energy or water conservation measure). Such projects and services also include, but are not limited to, operating, maintenance and commissioning services. To be considered an EMS, the project or service must satisfy all of the following requirements:
 - 1. The EMS project or service must be intended to produce (1) measurable energy or water use reductions, cost reductions, or (2) measurable amounts of controlled energy and/or water use;
 - 2. The EMS project or service must be directly related to the use of energy or water or directly control the use of energy or water;
 - 3. The preponderance of work covered by the EMS project or service (measured in dollars) must be related to Items 1 and 2 above; and
 - 4. The EMS project or service must be an improvement to real property or government owned equipment, or in the case of energy audits, engineering studies or Ancillary Services shall relate to

improvements to real property, government owned equipment, or any action that is necessary to ensure the functionality of the EMS measure.

(l) **"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, imminently hazardous chemical substances or mixtures, imminently hazardous chemical substances or mixtures, contaminants, pesticides, source materials, special nuclear materials, by-product materials, residual radioactive materials, toxic materials, harmful physical agents, air pollutants, regulated substances, or extremely hazardous substances defined in any regulations promulgated pursuant to any environmental law, and
- xiv. all other contaminants, toxins, pollutants, hazardous substances, substances, materials and contaminants, polluted, toxic and hazardous materials, the use, disposition, possession or control of which is regulated by one or more laws.

(m) **"Hazardous Wastes"** means those substances defined as "hazardous waste" pursuant to Section 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.

(n) **"Natural Gas Service"** means natural gas commodities (where applicable), transportation, distribution, and/or related services pursuant to Contractor's Tariffs.

(o) **"Ordering Agency"** means any Agency that enters into a bilaterally executed Authorization for procurement of **Natural Gas, Energy Management Service and/or Services Provided Under the Appropriate Regulatory Authority** under this Areawide Contract.

(p) **"Service(s)"** means any Natural Gas Service, ECM, EMS, Ancillary Service, 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) **"Special Facilities"** means Contractor's services which are not Ancillary Services and are provided to a Federal agency and which are routinely provided by the Contractor.

(r) **"Termination Authorization"** means an order form used to discontinue or disconnect Services under this Areawide Contract where the Authorization for Utility Service does not otherwise specify how Utility Services

are to be terminated (see **Exhibit "A"** AUTHORIZATION FOR NATURAL GAS SERVICE, CHANGE IN NATURAL GAS SERVICE, OR DISCONNECTION AND/OR TERMINATION OF NATURAL GAS SERVICE, **Exhibit "B"** AUTHORIZATION FOR ENERGY MANAGEMENT SERVICE, OR DISCONNECTION OF ENERGY MANAGEMENT SERVICE, or **Exhibit "C"** AUTHORIZATION FOR THE PROVISION OF SERVICES PROVIDED UNDER THE APPROPRIATE REGULATORY AUTHORITY,.

1.2. This Article is hereby expanded to include the additional definitions contained in FAR 52.202-1, Definitions (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 7/10/2025 ("**Effective Date**"), and shall continue for a period of ten (10) years thereafter ("**Term**"), except that (i) the Government, pursuant to the clause contained in FAR 52.249-2, incorporated into this Areawide Contract under Article 14.1, or (ii) the Contractor, upon sixty (60) days written notice to the Government, and without liability to the Government or any Ordering Agency, in each case of romanette (i) or (ii), 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. Subject to FAR 41.204 (GSA Areawide Contracts), 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 and will remain subject to this Areawide Contract's expired Contractor's Terms and Conditions. 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. Unless specified in an Authorization, 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 Natural Gas Service, Energy Management Service and/or Services. After both the Ordering Agency and Contractor have signed the Authorization, the Contractor agrees to furnish to the Ordering Agency, and the Ordering Agency agrees to purchase from the Contractor, the Services described in the Authorization for the installation(s) or facility(ies) named in the Authorization.

2.4. Nothing in this Areawide Contract shall be construed as precluding the Ordering Agency and the Contractor from entering into an Authorization for negotiated rates or Service of a special nature, provided such negotiated rates or service are in accordance with the Contractor's Tariffs and 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. In accordance with 40 U.S.C. Section 591, Services provided under this Areawide Contract may not be supplied in a manner inconsistent with applicable law or applicable regulations.

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

Southern Company Services, Inc. is entering into this Agreement as agent for AGL Services Company who is entering into this Agreement on behalf of and for the direct benefit of Virginia Natural Gas. Each and every right, benefit, remedy and warranty hereunder shall accrue to Virginia Natural Gas, including, but not limited to the right to enforce this Agreement in its individual corporate name. It is understood that the term Contractor as used herein shall refer to Virginia Natural Gas. It is further understood that Virginia Natural Gas shall have the sole and exclusive responsibility for the delivery of Service pursuant to an Authorization and shall be individually entitled to payment for such Service.

ARTICLE 3. EXISTING CONTRACTS

3.1. The parties agree that an Agency currently acquiring Service from the Contractor under a separate written contract may continue to do so until that contract expires or until such time as the Agency and the Contractor mutually agree

to terminate that separate written contract and have such Service provided pursuant to this Areawide Contract by executing an appropriate Authorization or Authorizations.

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

3.3. Upon the effective date of this Areawide, it shall not be necessary for the Government and the Contractor to execute new Authorizations under this Areawide for existing Authorizations for Services being or to be performed. Unless specified in an Authorization, all such existing Authorizations shall be considered valid Authorizations the same as if issued under this Areawide Contract and shall be superseded and governed by 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. The Ordering Agency is ultimately responsible for the rate selection based on the information made available by Contractor. 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 appropriation data, the requirements of Contractor's Tariff, Contractor's Terms and Conditions, the Contractor's cost of purchased fuel, or the estimated annual cost of Service. Such changes are considered internal to the party involved. Where changes are required in effective Authorizations because of a change in the Service requirements of an Ordering Agency, an amended Authorization shall be mutually agreed upon and executed.

4.3. An Ordering Agency or the Contractor may discontinue Service provided pursuant to this Areawide Contract to a particular Federal facility or installation by, if terminated by the Government, delivering a written Termination Authorization to Contractor, and, if terminated by Contractor, delivering a written notice to the Government. Such discontinuance of Service by an Ordering Agency or the Contractor shall be implemented in accordance with the Contractor's Tariff, Contractor's Terms and Conditions, or as otherwise provided under a particular Authorization (but for the sake of clarity, excluding a Termination Authorization).

4.4. Prior to entering into an Authorization for goods and/or services generally available from other sources on a competitive basis, the Contracting Officer shall obtain a justification for utilizing other than full and open competition in accordance with the policies and procedures prescribed by Subpart 6.3 of the Federal Acquisition Regulations (48 C.F.R 6.301).

4.5 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 of the Authorization.

4.6. The Contracting Officer shall select for inclusion in the applicable Authorization, any applicable GSAR and FAR clauses in **Exhibit "A"** AUTHORIZATION FOR NATURAL GAS SERVICE, CHANGE IN NATURAL GAS SERVICE, OR DISCONNECTION AND/OR TERMINATION OF NATURAL GAS SERVICE, **Exhibit "B"** AUTHORIZATION FOR ENERGY MANAGEMENT SERVICE, OR DISCONNECTION OF ENERGY MANAGEMENT SERVICE, or **Exhibit "C"** AUTHORIZATION FOR THE PROVISION OF SERVICES PROVIDED UNDER THE APPROPRIATE REGULATORY AUTHORITY.. In addition to the applicable GSAR and FAR clauses in Article 14 and the applicable Exhibits, the Government may add additional clauses to any Authorization but will use best efforts to limit the incorporation of additional GSAR, FAR, and other agency supplemental clauses in an Authorization.

ARTICLE 5. RATES, CHARGES, AND PUBLIC REGULATION

5.1. A complete listing of all Contractor's Tariff schedules, as amended, supplemented, modified and revised from time to time, is available to the Government and any Ordering Agency electronically at the Contractor's website accessible via <https://www.virginianaturalgas.com/business/pricing-and-rate-plans.html>

5.2. Subject to the provisions of Article 2.3, all Services purchased under this Areawide Contract, as well as any other actions taken under this Areawide Contract shall be in accordance with, and subject to, applicable provisions of 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 the same are preempted by Federal law. Throughout the Term of the Areawide Contract, the Government shall have full access to the currently effective Contractor Tariffs. In the event the Contractor's Tariffs become inaccessible via the internet or the Ordering Agency does not have access to the internet, the Contractor, at the Government's request, agrees to provide the current Contractor Tariffs in accordance with the Contractor's Tariff distribution practices, policies and procedures applicable to other customers.

5.3. If, during the Term of this Areawide Contract, a 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 the Service rates available to any Ordering Agency for services whose rates are subject to the oversight and regulation of the Commission hereunder shall at all times not exceed those available to any other customer served under the same Service Classification for the same or comparable service, under like conditions or circumstances of use. Nothing herein shall require the Contractor to apply a Service rate that is inapplicable to the Ordering Agency.

5.5. Reasonable written notice via an Authorization shall be given by the Ordering Agency to the Contractor, at the address provided in Article 16.2, of any material changes proposed in the volume or characteristic of Services required by the Ordering Agency.

5.6. To the extent required by the Contractor's Tariffs, 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 facilities, related special facilities, service arrangements, Energy Management Services (including any rebates to which the Ordering Agency may be entitled), 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.

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

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

ARTICLE 6. BILLS AND BILLING DATA

6.1 The Natural Gas Service, Energy Management Service and/or Services provided under the Appropriate Regulatory Authority supplied hereunder shall be billed to the Ordering Agency at the address specified in each Authorization. Bills shall be submitted in the same manner as provided to other customers of the Contractor, unless otherwise specified in the Authorization. All bills for Natural Gas Service shall contain such data as is required by the applicable Commission to substantiate the billing, and all bills for Services shall contain such reasonable and available data as may be requested by the Ordering Agency, provided that such other data are contained in bills provided to other customers of the Contractor served under the same Service Classification as the Ordering Agency.

ARTICLE 7. PAYMENTS FOR SERVICES

7.1. 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.

7.2. The Ordering Agency will make invoice payments for Services not subject to the direct oversight or approval of the applicable Commission in accordance with the provisions of the FAR 52.232-25 (Prompt Payment). Subject to any financing arrangement described in an Authorization, 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. The Ordering Agency will make invoice payments for Services subject to Contractor's Tariffs, including interest rates for late payments, in accordance with Contractor's Tariffs.

7.3. Payments hereunder shall not normally be made in advance of services rendered in accordance with FAR 32.4, unless set forth in an Authorization, required by the Contractor's Tariffs, or required 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 52.232-33 shall apply (See Article 14) and the Ordering Agency must specify the method of payment and the designated payment office on the Authorization.

7.5. In the event the Government exercises its right under Federal law to set-off an unrelated debt against any payment owed to Contractor under this Agreement, GSA will, to the extent consistent with Federal law, provide reasonable assistance to Contractor to help identify the debt to enable the Contractor to make appropriate accounting entries and adjustments to its books to explain the set-off. GSA's inability to assist Contractor shall not be deemed a breach of contract.

ARTICLE 8. CONTRACTOR-OWNED METERS

8.1. Metering equipment of standard manufacture suitable to measure all applicable Services supplied by the Contractor hereunder shall be furnished, installed, calibrated and maintained by the Contractor at its expense (unless otherwise provided in Contractor's Tariffs and/or the Commission's regulations). In the event any meter fails to register or registers incorrectly, as determined by the regulations and proceedings of the applicable 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/or the Commission's regulations.

8.3. Meters shall be inspected upon installation in accordance with the Contractor's Tariffs and/or the applicable 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/or the applicable 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 approved regulatory requirements. Ordering Agencies shall have the right to request a meter test in accordance with the procedures prescribed in the Contractor's Tariffs and/or applicable Commission's regulations. The tests and applicable meter accuracy standards are those set forth in the Contractor's Tariffs and/or the applicable Commission's regulations. The expense of meter tests shall be borne by the party designated as responsible therefore in the Contractor's Tariffs and/or the applicable Commission's regulations.

8.4. For the purposes of Article 8, references to meters shall apply only to Contractor-owned metering devices installed and maintained by the Contractor in accordance with the Contractor's Tariffs and/or the applicable Commission's regulations for regulated utility services. References to meters under this Article shall not apply to meters that are to be installed by the Contractor at the request of an Ordering Agency, to be owned by the Government as a part of an Authorization for Energy Management Service or other service unregulated by the applicable Commission.

ARTICLE 9. EQUIPMENT AND FACILITIES

9.1. Subject to the provisions of Article 5.6 hereof, the responsibility for owning, furnishing and installing all equipment and facilities (other than meters) required (or, to the extent specified in an applicable tariff, convenient) 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, and the responsibility for 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 such other equipment furnished and owned by the Contractor and necessary (or, to the extent specified in an applicable tariff, convenient) to supply Service hereunder. 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 this Article 9.1. Notwithstanding anything to the contrary in FAR 52.241-5 (Contractor's Facilities (FEB 1995)), to the extent required by the Contractor's Tariffs, Contractor's Terms and Conditions or any other terms and conditions set forth in an Authorization, and in accordance thereof, such equipment and facilities for which the Contractor has responsibility in accordance with this Article 9.1 may be removed or abandoned in place by Contractor. In both cases, the Agency's premises shall be restored by the Contractor within a reasonable time after discontinuance of service to the Ordering Agency in accordance with Contractor's Tariffs and the Contractor's Terms and Conditions.

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

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

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

10.4. To the extent not inconsistent with 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 Contractor encounters a condition that results in 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 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 (but in all cases subject to Section 10.1 hereof releasing Contractor from liability and imposing responsibility on the Government).

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 means 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. Upon request, Contractor will provide a list of persons that 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; the Government acknowledges that the authorized persons in such list is subject to change. Government may contact Contractor via email at G2FEDCONTRACTS@southernco.com, G2SCSLEGALREQUESTS@southernco.com, or fedservices@southernco.com to obtain a list of persons that are currently authorized to negotiate and/or execute on Contractor's own behalf.

ARTICLE 14. SUPPLEMENTAL CLAUSES

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

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

	FAR/GSAR REF	Federal Acquisition Regulation
1.	52.202-1	DEFINITIONS (JUN 2020)
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 2007)
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.	52.204-24	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
11.	52.204-25	PROHIBITION OF CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT (NOV 2021)
12.	52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)
13.	52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2024) (DEVIATION FEB 2025)
14.	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (FEB 2024)
15.	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2023)
16.	52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)
17.	52.222-36	EQUAL OPPORTUNITIES FOR WORKERS WITH DISABILITIES (JUN 2020)
18.	52.222-50	COMBATING TRAFFICKING IN PERSONS (NOV 2021)
19.	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014)
20.	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
21.	52.233-1	DISPUTES (MAY 2014)
22.	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
23.	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984) COVERED FOREIGN ENTITIES (NOV 2024)
24.	52.242-13	BANKRUPTCY (JULY 1995)
25.	52.243-1	CHANGES—FIXED PRICE (AUG 1987)
26.	52.249-2	TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (APRIL 2012)
27.	52.241-70	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR OR QUARTER (SEPT 2010)
28.	52.241-71	DISPUTES (UTILITY CONTRACTS) (AUG 2010)
29.	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)
30.	52.204-7	SYSTEM FOR AWARD MANAGEMENT (NOV 2024)
31.	52.204-23	PROTECTION ON CONTRACTING FOR HARDWARE, SOFTWARE AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES (DEC 2023)
32.	52.209-6	PROTECTING THE GOVERNMENT'S INTERESTS WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (NOV 2021)
33.	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025) (DEVIATION FEB 2025)
34.	52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUN 2020)
35.	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER NATIONAL LABOR RELATIONS ACT (DEC 2010)
36.	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (MAY 2022)
37.	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)
38.	52.246-24	LIMITATION OF LIABILITY-HIGH VALUE ITEMS (FEB 1997)
39.	52.246-25	LIMITATION OF LIABILITY -SERVICES (FEB 1997)

Notice 1: The GSA deviations being issued in this modification do not affect the following:

- Any FAR subparts that are based on statute or are not covered by E.O. 11246 such as:
 - FAR subparts 22.13, Equal Opportunity for Veterans and its related clauses and provisions; and
 - FAR subpart 22.14, Employment of Workers and Disabilities.
- Existing U.S. laws on civil rights, nondiscrimination, or any laws that generally apply to a company regardless of whether it is a government contractor.

Notice 2: System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in GSA solicitations. Examples include:

- FAR 52.222-25, Affirmative Action Compliance,
- FAR 52.212-3(d), Offeror Representations and Certifications—Commercial,
- FAR 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation, and
- Paragraph (t) of FAR 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services.

GSA will not consider or use these representations. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

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). The Ordering Agency will determine whether the Services 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.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

As prescribed in 4.2105(a), insert the following provision:

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that—

(1) It ☐ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment

As prescribed in 4.2105(b), insert the following clause:

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements mean arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

52.204-30 Federal Acquisition Supply Chain Security Act Orders—Prohibition (Dec 2023), Alternate I (Dec 2023)

As prescribed in 4.2306(c), insert the following clause:

(a) Definitions. As used in this clause—

Covered article, as defined in 41 U.S.C. 4713(k), means—

- (1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201– 1.303(d) and (e):

- (1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
- (2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
- (3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) Prohibition. (1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders identified in paragraph (b)(1).

(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5) (i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) Executive agency review of disclosures. The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) Notice and reporting requirement. (1) During contract performance, the Contractor shall review SAM.gov at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3) (i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article, or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) Removal. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) Subcontracts. (1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

(End of clause)

Alternate I (Dec 2023). As prescribed in 4.2306(c), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic clause:

(b) Prohibition. (1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).

[Contracting Officer must select either "yes" or "no" for each of the following types of FASCSA orders:]

Yes ☒ No . DHS FASCSA Order

Yes ☒ No . DoD FASCSA Order

Yes ☒ No . DNI FASCSA Order

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. Incorporated by reference and made a part hereof by reference is a SUBCONTRACTING PLAN FOR SMALL BUSINESS CONCERNS, SMALL BUSINESS CONCERNS OWNED AND CONTROLLED BY SOCIALLY & ECONOMICALLY DISADVANTAGED INDIVIDUALS, HUB ZONE BUSINESS CONCERNS, WOMAN OWNED SMALL BUSINESS CONCERNS, VETERAN-OWNED SMALL BUSINESSES CONCERNS AND DISABLED VETERAN-OWNED BUSINESSES negotiated between the Contractor and the Government, which is applicable on a company wide basis pursuant to the requirements of Section 211 of P.L. 95-507, as amended (15 U.S.C. 637(d)). The Contractor expressly understands that this subcontracting plan is an annual plan and hereby agrees to submit a new subcontracting plan by November 30th of each year during the Term of this Areawide Contract. The requirement of this paragraph 15.1 may be fulfilled with the filing of a commercial subcontracting plan submitted in the name of Southern Company and/or a subsidiary of Southern Company on behalf of Contractor, and its affiliated companies.

15.2. Information and announcements concerning current developments in the GSA Small Business Subcontracting Program are available on the GSA Energy Division web site accessible via <http://www.gsa.gov/energy>.

ARTICLE 16. NOTICES

16.1. Unless specifically provided otherwise, all notices required to be provided to the Government under this Areawide Contract shall be mailed to: U. S. General Services Administration, PBS, Office of Facilities, Energy Division (PMA), 1800 F Street, NW, Washington, DC 20405 or via email at energy@gsa.gov.

16.2. All inquiries and notices to the Contractor regarding this Areawide Contract shall be emailed to: G2FEDCONTRACTS@southernco.com or to such other person or email as the Contractor may hereafter designate in writing. A copy of any notices required under the Areawide Contract shall be e-mailed or mailed, as applicable, to each of:

g2scslegalrequests@southernco.com

fedservices@southernco.com

Southern Company Services, Inc.
Office of General Counsel and Government Contract Compliance
c/o 600 North 18th Street, Bin 7N-8374,
Birmingham, Alabama, 35203
(telephone number 205-257-5927)

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. Any responsibilities of an Ordering Agency under this provision shall not be a contract requirement of the Contractor.

ARTICLE 17. REPORTING

17.1. Contractor (or Southern Company, on behalf of the Contractor and Contractor's affiliate companies), shall provide, as prescribed and directed by the Contracting Officer, an annual report on Subcontracting Plan Achievements (contract awards to small businesses), in accordance with the approved subcontracting plan for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals by October 30th of each year during the Term of this Areawide Contract. The report shall be submitted electronically utilizing the Small Business Administration's Electronic Subcontracting Reporting System. The website address of the reporting system can be found at <http://www.esrs.gov>.

ARTICLE 18. UTILITY ENERGY SERVICE CONTRACTS

18.1. Performance Assurance: Energy Conservation Measures (ECMs) will not normally be included within a project unless a net overall energy usage or cost reduction can be demonstrated and verified. When ECM construction is complete, the commissioning process provides data for this verification. UESCs that include a savings guarantee will require additional measurement and verification (M&V) activities during the performance period. Verification standards for energy projects are established in the M&V Guidelines: Measurement and Verification for Performance Based Contracts, published by the Department of Energy's Federal Energy Management Program (FEMP). All UESCs, regardless of whether they include a savings guarantee, will include a Performance Assurance Plan with key performance indicators identified.

18.2. Unless otherwise provided by law, UESC performance assurances or guarantees of the savings generated by the ECMs must equal or exceed the total task order value.

18.3. Subcontracting: The Contractor may perform any or all of its requested Services through subcontractors, including unregulated affiliates of Contractor. Other than circumstances where Contractor can show, but subject in all cases to contracting officer approval, that utilization of one of its unregulated affiliates provides a reduction in total costs resulting in considerable cost savings (as well as evidencing satisfactory past performance, sufficient experience, and/or other relevant factors), Contractor may perform any or the entire EMS requested by an Ordering Agency through subcontractors, including unregulated affiliates of Contractor (each an "EMS Subcontractor"). EMS Subcontractors shall be competitively selected in accordance with FAR 52.244-5. EMS Subcontractor selection shall be based on cost, experience, past performance and other such 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 EMS Subcontractor. In no event shall the service be provided by an EMS Subcontractor listed as excluded from Federal Procurement Programs maintained by GSA pursuant to FAR 9.404.

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

If applicable and to the extent permitted by the applicable subcontractors, 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 IF SET FORTH IN THE AUTHORIZATION THAT THE UNITED STATES OF AMERICA WILL OWN OR LEASE THE EQUIPMENT AND/OR MATERIALS BEING INSTALLED OR SUPPLIED HEREUNDER, AND, ACCORDINGLY, AGREES THAT ALL WARRANTIES SET FORTH HEREIN, OR OTHERWISE PROVIDED BY LAW IN FAVOR OF THE COMPANY SHALL INURE, IF APPLICABLE, ALSO TO THE BENEFIT OF THE UNITED STATES AND THAT ALL CLAIMS ARISING FROM ANY BREACH OF SUCH WARRANTIES OR AS A RESULT OF DEFECTS IN OR REPAIRS TO SUCH EQUIPMENT OR SUPPLIES MAY BE ASSERTED AGAINST CONTRACTOR OR MANUFACTURER DIRECTLY BY THE UNITED STATES OF AMERICA.

18.5. The Ordering Agency shall provide GSA with copies of fully executed Exhibit "[C][B]" Authorizations for any EMS resulting from approved energy audits, including any applicable attachments, at the address provided in Article 16.1. To the extent specified in an Authorization, the Contractor shall provide financial schedules at interim delivery points as required by the ordering agency. Financial schedules, if required, are based upon the eProject Builder system and final financial schedules shall be submitted through the eProject Builder system <https://eprojectbuilder.lbl.gov>.

18.6. Contractor's Responsibilities under this Areawide Contract:

- (a) The Contractor shall not provide EMS to Federal facilities under this Areawide Agreement unless the facility is a current customer or prospective customer of the regulated utility within the franchised service territory of the utility company providing such services.
- (b) The work that is to be performed under the Authorization for EMS shall be limited to work intending to produce a direct reduction in, or management of, demand, cost, or energy security or safety of, energy or water usage (see Article 1.1) and any modifications or repairs that are necessary as a direct result of the installation of the ECM.

18.7. Guaranteed Savings and Scoring of Utility Energy Service Contracts (UESCs) by the Ordering Agency(ies):

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

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

Ordering Agencies should consult applicable law and guidance to determine proper scoring treatment for these projects. For Ordering Agencies within the Department of Defense, note that 10 U.S.C. § 2913(d)(4) provides that title vesting for energy-saving devices or technology installed at a military installation may occur "at such time during the term of the agreement, or upon expiration of the agreement, as determined to be in the best interests of the United States."

18.8. Performance Verification Plan: In order to assure the necessary fiscal responsibility consistent with sound program management, alternatively financed UESCs should include a plan for continued action during the contract to assure continued accomplishment of expected performance (this is referred to as a Performance Assurance or Performance Verification Plan). The level of performance assurance and its associated costs should be worth the level of certainty of cost savings that the Ordering Agency reasonably deems to be necessary. Each alternatively financed UESC should have a performance assurance plan to accomplish this. Such plans should provide for the separate evaluation of each energy conservation measure and combination of measures in order to identify the appropriate level of needed performance assurance activity based on the technical complexity, potential savings magnitude, and specific situation. (See Overview of the Measurement and Verification for Federal Energy Projects Guidelines Version 2.2 or FEMP Fact Sheet - Performance Assurance for Multi-Year Contracts Under the Utility Incentive Program for further guidance.) Inclusion of and compliance with the performance assurance plan in the specific project task order satisfies the requirements of Contractor under section 18.1 and 18.7.

18.9 For Ordering Agencies within the Department of Defense, Section 2811 of the National Defense Authorization Act for Fiscal Year 2024 (codified at 10 U.S.C. § 2920 note) provides authority to utilize areawide contracts for identified utility service objectives, including for energy resilience. At the time of issuance of this Areawide Contract, the authority under this subsection is scheduled to sunset on September 30, 2032. Ordering Agencies are encouraged to review applicable legal authorities, as may be updated from time to time, in order to identify the most advantageous approach to executing projects.

ARTICLE 19. MISCELLANEOUS

19.1. Contract Administration: The Ordering Agency shall assist in the day-to-day administration of the Service being provided to it under an Authorization.

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

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

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

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. Reserved.

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

UNITED STATES OF AMERICA
Acting through the Administrator
of General Services

By: **SIGNED**
Mark Bentley
GSA, PBS, Energy Division
Contracting Officer

ATTEST:

By: **SIGNED**
Nilka Diaz
GSA, PBS, Energy Division

Southern Company Services Inc.,
As agent for
AGL Services Company
On behalf of
Virginia Natural Gas

By: **SIGNED**
Name: **Matthew D. Bozzelli**
Title: SVP and General Counsel

ATTEST:

By: **SIGNED**
Name: **Lindsay T. McCelland**
Title: Assistance Secretary

CERTIFICATE

I, Lindsay T. McClland, certify that I am Assistance Secretary of Southern Company Services, Inc, as agent for AGL Services Company on behalf of VIRGINIA NATURAL GAS, named as Contractor in the negotiated Areawide Public Utility Contract No. 47PA0425D0031; that Matthew D. Bozzelli, who signed said Areawide Public Utility Contract on behalf of the Contractor, was then SVP and General Counsel of said Contractor; and that said Areawide Public Utility Contract was duly signed for and on behalf of said Contractor and is within the scope of its corporate powers.

/s/ **SIGNED**

EXHIBIT "A"

VIRGINIA NATURAL GAS

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

AREAWIDE CONTRACT NO. 47PA0425D0031

Ordering Agency: _____

Address: _____

Pursuant to Areawide Contract No. 47PA0425D0031 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, ☐ Transmission Service, ☐ Metering, ☐ Ancillary Services, ☐ Other

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 ENERGY USAGE: _____ Dth/day,

ESTIMATED ANNUAL SERVICE COST: \$ _____

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

ACCOUNTING AND APPROPRIATION DATA FOR SERVICE: _____

FOR CONNECTION/SPECIAL FACILITIES CHARGE: _____

IF NATURE OF SERVICE INCLUDES ASSETS TO BE OWNED BY THE GOVERNMENT OR A THIRD PARTY (VERSUS UTILITY) BUT MANAGED BY UTILITY, INDICATE THE NATURE OF THE OWNERSHIP AND ASSOCIATED MANAGEMENT COST:

CLAUSES INCORPORATED BY REFERENCE (Can not be modified):

(1) ____ 52.241-3 Scope and Duration of Contract (FEB 1995)

(2) ____ 52.241-4 Change in Class of Service (FEB 1995)

(3) ____ 52.241-5 Contractor's Facilities (FEB 1995)

CLAUSES INCORPORATED BY REFERENCE (Check applicable clauses):

- (1) ____ 52.241-7 Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995)(Use Full Text of Clause)
(2) ____ 52.241-9 Connection Charge (FEB 1995)
(3) ____ 52.241-10 Termination Liability (FEB 1995)
(4) ____ 52.241-11 Multiple Service Locations (FEB 1995)
(5) ____ 52.241-12 Nonrefundable, Nonrecurring Service charge (FEB 1995)
(6) ____ 52.232-18 Availability of funds (APR 1984)
(7) ____ 52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)

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

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

ACCEPTED:

VIRGINIA NATURAL GAS
(Contractor)

(Ordering Agency)

By: _____
Authorized Signature

Title: _____

Date: _____

By: _____
Authorized Signature

Title: _____

Date: _____

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

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

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

EXHIBIT "B"

VIRGINIA NATURAL GAS AUTHORIZATION FOR ENERGY MANAGEMENT SERVICE

CONTRACT NO. 47PA0425D0031

Ordering Agency: _____

Address: _____

Pursuant to Contract No. 47PA0425D0031 between the Contractor and the United States Government and subject to all the provisions thereof, service to the United States Government under such contract shall be rendered and subject to all the provisions thereof. This Authorization for Energy Management Services (EMS) including any attachments listed below and any FAR provisions checked below and incorporated herein by reference, shall together with the referenced Areawide Contract form one single integrated agreement.

PREMISES TO BE SERVED: _____

SERVICE ADDRESS: _____

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

POINT OF DELIVERY: _____

ESTIMATED PROJECT COST: _____

ACCOUNTING AND APPROPRIATION DATA: _____

List of Attachments:

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

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

- | | |
|---------------------|---|
| (1) _____ 52.204-9 | Personal Identity Verification of Contractor Personnel (JAN 2011) |
| (2) _____ 52.222-54 | Employment Eligibility Verification (OCT 2015) |
| (3) _____ 52.223-4 | Recovered Material Certification (MAY 2008) |
| (4) _____ 52.223-9 | Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) |
| (5) _____ 52.223-15 | Energy Efficiency in Energy-Consuming Products (DEC 2007) |
| (6) _____ 52.223-17 | Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (AUG 2018) |
| (7) _____ 52.232-25 | Prompt Payment (JAN 2017) |
| (8) _____ 52.241-7 | Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995) <i>Use Full Text of Clause</i> |
| (9) _____ 52.244-5 | Competition in Subcontracting (DEC 1996) |
| (10) _____ 52.249-8 | Default (Specify appropriate clause) |

Exhibit B (Cont'd)

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:

VIRGINIA NATURAL GAS
(Contractor)

(Ordering Agency)

By: _____
Authorized Signature

Title: _____

Date: _____

By: _____
Authorized Signature

Title: _____

Date: _____

NOTE: A fully executed copy of this Authorization shall be transmitted by the ordering Agency to U. S. General Services Administration, Public Building Service, Office of Facilities Management, Energy Division, 1800 F Street, NW, Washington, DC 20405 or via email at energy@gsa.gov

EXHIBIT "C"

VIRGINIA NATURAL GAS

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

(insert authority)

CONTRACT NO. 47PA0425D0031

Ordering Agency: _____

Address: _____

Pursuant to Areawide Contract No. between 47PA0425D0031 ("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 C.1 are, if applicable, Contractor's terms and conditions for the specific service identified above, which may include modifications that have been made by Contractor for the Ordering Agency with the approval of the (insert Appropriate Regulatory Authority)_____]

TERM OF SERVICE: From _____ through _____

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

_____ in _____ copies.

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

ACCEPTED:

VIRGINIA NATURAL GAS
(Contractor)

(Ordering Agency)

By: _____
Authorized Signature

Title: _____

Date: _____

By: _____
Authorized Signature

Title: _____

Date: _____

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