

Areawide Public Utility Contract

For

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

Contract No. GS-00P-16-BSD-1211

between the

United States of America

And

EVERSOURCE ENERGY SERVICE COMPANY, as agent for its affiliates:

NSTAR Electric Company

NSTAR Gas Company

The Connecticut Light and Power Company

Western Massachusetts Electric Company

Yankee Gas Services Company

Public Service Company of New Hampshire

(collectively “Eversource Affiliates”)

Franchised Service Areas in Massachusetts, Connecticut, and New Hampshire

Negotiated Areawide Contract

No. GS-00P-16-BSD-1211

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NEGOTIATED AREAWIDE CONTRACT

No. **GS-00P-16-BSD-1211**
BETWEEN THE

UNITED STATES OF AMERICA

AND

Eversource Energy Service Company, as agent for Eversource Affiliates

THIS AREAWIDE CONTRACT FOR Electric Services, Natural Gas Services, Energy Management Services, and Services Provided Under The Appropriate Regulatory Authority is executed this 3rd day of March, 2016, between the UNITED STATES OF AMERICA, acting through the Administrator of General Services (hereinafter referred to as the "**Government**"), pursuant to the authority contained in Section 201(a) of the Federal Property and Administrative Services Act of 1949, as amended, 40 U.S.C. 501(b)(1), and Eversource Energy Service Company organized and existing under the laws of the State of Connecticut and having its principal office and place of business at 107 Selden Street, Berlin, CT 06037, as the designated agent for the following utility affiliates: NSTAR Electric Company, NSTAR Gas Company, The Connecticut Light and Power Company, Western Massachusetts Electric Company, Yankee Gas Services Company and Public Service Company of New Hampshire (hereinafter collectively referred to as the "Contractor"):

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

WHEREAS, the Contractor now has on file with the Appropriate Regulatory Authority all of its current effective tariffs, rate schedules, riders, rules and terms and conditions of service ("Tariffs"), as applicable; provided such Tariffs will change from time-to-time in the future; and

WHEREAS, with some exceptions, the Government is generally required by Chapter 1 of Title 48 of the Federal Acquisition Regulation (FAR), 48 CFR 41.204, to enter into a bilateral contract for Electric, Gas, Energy Management Services and/or Services Provided Under the Appropriate Regulatory Authority at each Federal facility where the value of the Services provided is expected to exceed \$150,000 annually; 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 Contractor and the Government mutually desire that this Areawide Contract be used by the agencies of the Government in obtaining electric, gas, energy management services and/or services provided under the Appropriate Regulatory Authority from the Contractor and to facilitate partnering arrangements as encouraged and authorized by 10 U.S.C. 2911-2918 and 42 U.S.C. 8256; 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 4800.2G on the General Services Administration website.

(b) "**Appropriate Regulatory Authority**" means Federal Energy Regulatory Commission ("FERC") and the state utility commissions and/or such other federal and state regulatory bodies as may have jurisdiction over the Contractor (hereinafter referred to collectively as the "Appropriate Regulatory Authority").

(c) "**Areawide Contract**" means this master contract for public utility electric and gas and related services entered into between the Government and Contractor to cover the Service acquisitions of all Federal agencies in the franchised certificated service territory from Contractor for a period not to exceed ten (10) years.

(d) "**Authorization**" means an order form used to acquire Services under this Areawide Contract (see **Exhibit "A"** AUTHORIZATION FOR ELECTRIC SERVICE, **Exhibit "B"** AUTHORIZATION FOR GAS SERVICE, **Exhibit "C"** AUTHORIZATION FOR ENERGY MANAGEMENT SERVICE, and **Exhibit "D"** AUTHORIZATION FOR THE PROVISION OF SERVICES PROVIDED UNDER THE APPROPRIATE REGULATORY AUTHORITY), and annexed hereto;

(e) "**Class of Service**" or "**Service Classification**" means those categories of service established in the Contractor's Tariff as filed with the Appropriate Regulatory Authority.

(f) "**Contractor's Tariffs**" means Appropriate **Regulatory Authority** utility service tariffs, and includes rate schedules, riders, rules, regulations, new business policies, policies on contributions in aid of construction, interconnection standards and practices, and regulated terms and conditions of service as may be modified, amended or supplemented by the Contractor from time to time and/or approved by the Appropriate Regulatory Authority when such approval is required by applicable law.

(g) "**Contractor's Terms and Conditions**" for this Areawide Contract, means the generic terms, conditions, policies, procedures, payment terms established by the Contractor for those services that are provided pursuant to this Contract, and as such, may be modified, amended, or supplemented by the Contractor from time to time, that are under the Appropriate Regulatory Authority's jurisdiction, but are not required to be approved by the Appropriate Regulatory Authority and/or not specifically subject to Appropriate Regulatory Authority approval before they take effect. The definition of "**Terms and Conditions**" shall not include Electric Service, Gas Service or contract terms developed for specific Authorizations.

(h) "**Connection Charge**" means a Contractor's charge for facilities on the Contractor's side of the delivery point which facilities (1) are required to make connections with the nearest point of supply and (2) are in accordance with the Contractor's Tariffs and the Appropriate Regulatory Authority's rules and regulations, installed, owned, maintained and operated by the Contractor.

(i) "**Electric Service**" means regulated electric commodities, transmission, distribution, and/or related services.

(j) "**Energy Conservation Measure**" means any specific energy related or water service intended to provide energy savings and/or demand reduction in Federal facilities (Reference Article 18 herein).

(k) "**Energy Management Service (EMS)**" measure means any project that reduces and/or manages energy demand in a facility as well as energy audits and any ancillary services necessary to ensure the proper operation of the energy conservation measure. Such measures include, but are not limited to, operating and maintenance and commissioning services (Energy Conservation Measure and Demand Side Management Measure are considered equivalent terms.) To be considered an EMS measure, the measure must satisfy all of the following requirements:

1. The EMS measure must produce measurable energy reductions or measurable amounts of controlled energy and/or water use;
2. The EMS measure must be directly related to the use of energy or directly control the use of energy or water;
3. The preponderance of work covered by the EMS measure (measured in dollars) must be for Items 1 and 2 above; and
4. The EMS measure must be an improvement to real property or any action that is necessary to ensure the functionality of the EMS measure.

(l) "**Extension Fee**" means a Contractor's charge for facilities on the Contractor's side of the delivery point which facilities (1) are required to make connections with the nearest point of supply and (2) are, in accordance with the Terms of Service, installed, owned, maintained and operated by the Contractor.

(m) "**Gas Service**" means regulated gas commodity, where applicable, transmission, distribution, and/or related services;

(n) "**Hazardous Materials**" means

- i. those substances defined as "hazardous substances" pursuant to Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. Sections 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. Sections 1251 et seq.);
- iii. those substances defined as "hazardous materials" pursuant to Section 103 of the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801 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. Sections 2601 et seq.);
- v. those substances defined as "contaminants" pursuant to Section 1401 of the Safe Drinking Water Act (42 U.S.C. Sections 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. Sections 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. Sections 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. Section 2014 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. Sections 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. Section 651 et seq.);
- xi. those substances defined as "hazardous air pollutants" pursuant to Section 112(a)(6), or "regulated substance" pursuant to Section 112(a)(2)(B) of the Clean Air Act (42 U.S.C. Sections 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. Sections 11001 et seq.);
- xiii. those other hazardous substances, toxic pollutants, hazardous materials, chemical substances or mixtures, imminently hazardous chemical substances or mixtures, contaminants, pesticides, source materials, special nuclear materials, by-product materials, residual radioactive materials, toxic materials, harmful physical agents, air pollutants, regulated substances, or extremely hazardous substances defined in any regulations promulgated pursuant to any environmental Law, and
- xiv. all other contaminants, toxins, pollutants, hazardous substances, substances, materials and contaminants, polluted, toxic and hazardous materials, the use, disposition, possession or control of which is regulated by one or more Laws.

(n) "Hazardous Wastes" means those substances defined as "hazardous waste" pursuant to Section 1004(5) of the Resource, Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), and those other hazardous wastes defined in any regulations promulgated pursuant to any environmental Law.

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

(p) "Service(s)" means any electric, gas, energy management services and/or services provided under the Appropriate Regulatory Authority that are generally available from the Contractor pursuant to Contractor's Tariffs or the Contractor's Terms and Conditions, whichever is applicable.

(q) "Termination Authorization" means an order form used to discontinue or disconnect Services under this Areawide Contract (see **Exhibit "A"** AUTHORIZATION FOR ELECTRIC SERVICE, **Exhibit "B"** AUTHORIZATION FOR GAS SERVICE, **Exhibit "C"** AUTHORIZATION FOR ENERGY MANAGEMENT SERVICE, and **Exhibit "D"** AUTHORIZATION FOR THE PROVISION OF SERVICES PROVIDED UNDER THE APPROPRIATE REGULATORY AUTHORITY).

1.2. This Article is hereby expanded to include the following additional definitions contained in FAR Clause 52.202-1, Definitions (MAY 2001), 48 C.F.R. 52.202-1, which are incorporated herein by reference. "When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless-

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures."

ARTICLE 2. SCOPE AND DURATION OF CONTRACT.

2.1. This Areawide Contract shall be in effect on and after the 3rd day of March, 2016 ("**Effective Date**"), and shall continue for a period of ten (10) years ("**Term**"), except that the Government, pursuant to the clause contained in FAR 52.249-2 (48 C.F.R. 52.249-2), incorporated into this Areawide Contract under Article 14.1-34, or the Contractor, upon sixty (60) days written notice to the Government, and without liability to the Government or any

Ordering Agency, may terminate this Areawide Contract, in whole or in part, when it is in their respective interest to do so, provided, however, that neither the stated duration of this Areawide Contract nor any other termination of it, in whole or in part, pursuant to such incorporated clause, this Article 2.1, or otherwise, shall be construed to affect any obligation for any payment, charge, rate, or other matter that may be imposed pursuant to the Contractor's Tariffs, rates, rules, regulations, riders, practices, or terms and conditions of Service as may be modified, amended, or supplemented by the Contractor and approved from time to time by the Appropriate Regulatory Authority only if such approval is required by applicable law.

2.2. Authorizations may be executed under this Areawide Contract at any time during the term of this Contract. The Areawide Contract shall be for a term of ten (10) years. The term of any Authorization executed under this contract may be for a term of up to ten (10) years, which term may extend beyond the term of this Areawide Contract. Authorizations executed pursuant to the authority under 42 U.S.C. Section 8256 may be for a term of up to 25 years, as long as the other requirements of this Section are met, and the term may extend beyond the term of the Areawide Contract. Termination, modification or expiration of the Areawide Contract shall not affect in any way any Authorizations previously entered into under this Contract.

2.3. The provisions of this Areawide Contract shall not apply to the Contractor's Service to any Agency until both the Ordering Agency and the Contractor execute a written Authorization for Electric, Gas, Energy Management Services and/or Services provided under the Appropriate Regulatory Authority provided that notwithstanding anything contained in this Areawide Contract to the contrary, to the extent that Contractor provides Services to any Agency, such Agency shall compensate Contractor for any Services so rendered by Contractor in accordance with the then-current Contractor's Tariffs regardless of whether the Agency provides Contractor with an Authorization under this Areawide Contract. Upon bilateral execution of an Authorization, the Contractor agrees to furnish to the Ordering Agency, and the Ordering Agency agrees to purchase from the Contractor, the above noted Services for the installation(s) or facilities named in the Authorization pursuant to the terms of this Areawide Contract.

2.4. Nothing in this Areawide Contract shall be construed as precluding the Ordering Agency and the Contractor from entering into an Authorization for negotiated rates or Service of a special nature, provided such negotiated rates or Service are in accordance with the rules and regulations of the Appropriate Regulatory Authority, as applicable.

2.5. This Areawide Contract may be used by an Ordering Agency to obtain electric services that are offered by Contractor, as further described in 40 U.S.C. Section 591, to the extent it is applicable, (quoted here in relevant part): "A department, agency, or instrumentality of the Federal Government may not use amounts appropriated or made available by any law to purchase electricity in a manner inconsistent with State law governing the provision of electric utility service..."

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

ARTICLE 3. EXISTING CONTRACTS.

3.1. The parties agree that an Agency currently acquiring Service from the Contractor under a separate written contract may continue to do so until that contract expires or until such time as the Agency and the Contractor mutually agree to terminate that separate written contract and have such Service provided pursuant to this Areawide Contract. At the time of the execution of this Areawide Contract, to the extent that any Eversource Affiliate that is a party to this Areawide Contract is providing Services to any Ordering Agency under another areawide agreement between any Eversource Affiliate and the United States of America, from and after the Effective Date of this Areawide Contract, all such Services shall be rendered pursuant to the terms of this Areawide Contract, and the terms of any other areawide agreement shall no longer apply and shall be deemed terminated by the parties effective as of the effective date of this Areawide Contract.

3.2. Existing rates and services currently provided under a separate written contract may be continued under the Authorizations described in Article 3.1 if requested by the Ordering Agency and agreed upon in writing by the Contractor and shall be subject to the terms of this Areawide Contract.

ARTICLE 4. AUTHORIZATION PROCEDURE AND SERVICE DISCONNECTION.

4.1. To obtain or change Service under this Areawide Contract, it is the responsibility of the Ordering Agency to complete the appropriate Authorization and forward it to the Contractor. Upon the request of the Ordering Agency, the Contractor shall endeavor to provide reasonable assistance to the Ordering Agency in selecting the service classification which may be most favorable to the Ordering Agency. Upon execution of an Authorization by both the Contractor and the Ordering Agency, the date of initiation or change in Service shall be effective as of the date specified in the

Authorization unless applicable law requires otherwise. An executed copy of the Authorization shall be transmitted by the Ordering Agency to GSA at the address provided in Article 16.1.

4.2. During the Term of this Areawide Contract, effective Authorizations need not be amended, modified, or changed by an Ordering Agency to reflect changes in: accounting and appropriation data, the Contractor's Tariff, the Contractor's cost of purchased fuel, or the estimated annual cost of Service. Such changes are considered internal to the party involved. Where changes are required in effective Authorizations because of a change in the Service requirements of an Ordering Agency, the Ordering Agency is responsible for negotiating with the Contractor to attempt to obtain an amended Authorization that is mutually agreed upon and executed, which must subsequently be submitted by the Ordering Agency to GSA.

4.3. An Ordering Agency or the Contractor may discontinue Service provided pursuant to this Areawide Contract to a particular Federal facility or installation by either: (a) delivering a written Termination Authorization to the other or (b) Contractor may elect to discontinue Service in accordance with the processes approved by applicable law, including the applicable Appropriate Regulatory Authority. Such discontinuance of Service by an Ordering Agency or the Contractor shall be in accordance with the terms of this Areawide Contract and the processes set forth in applicable law, including any processes established or approved by the Appropriate Regulatory Authority and Contractor's Tariffs.

4.4. In the event the Areawide Contract is not renewed at the expiration of the contract term, any active authorizations for services shall continue to be controlled by the Areawide Contract terms and conditions in effect at the time of the expiration

ARTICLE 5. RATES, CHARGES, AND PUBLIC REGULATION.

5.1. A complete listing of all Contractor's Tariffs, as amended, supplemented, modified and revised from time to time, is available to the Government and any Ordering Agency electronically at the Contractor's website accessible via <http://www.eversource.com> (Use Utility Company URL).

5.2. Subject to the provisions of Article 2.3, all Electric, Gas, Energy Management Services and/or Services provided under the Appropriate Regulatory Authority purchased under this Areawide Contract, as well as any other action under this Areawide Contract shall be in accordance with, and subject to, the Contractor's Tariffs, except to the extent that any such provision of the Contractor's Tariffs are adjudicated to be in conflict with Federal law. The Contractor's entry into this Areawide Contract does not constitute a waiver, release, or partial release of any claims and defenses the Contractor has, or may have, to any potential future claim by the Government that all or a portion of the existing or future Contractor's Tariffs are preempted by federal law. Throughout the Term of the Areawide Contract, the Government shall have reasonable access to the Contractor's currently effective Tariffs that are posted on the Contractor's website (see Article 5.1 above). In the event the Contractor's Tariffs become inaccessible via the internet or the Ordering Agency does not have access to the internet, the Contractor agrees to provide newly effective or amended Tariffs in accordance with the Contractor's distribution practices, policies and procedures applicable to all customers.

5.3. If, during the Term of this Areawide Contract, the Appropriate Regulatory Authority approves a change in rates for services specified in Authorizations 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 rates are made effective by the Appropriate Regulatory Authority. As provided in Article 4.2, modification of any Authorization hereunder is not necessary to implement higher or lower rates.

5.4. The Contractor hereby represents and warrants to the Government that – upon receipt of a request to do so from an Ordering Agency – the Contractor will use commercially reasonable efforts to attempt to answer questions from the Ordering Agency to help enable the Ordering Agency to select the Service rate or rates that best meet the Operating Agency's needs and goals. Such rates available to Ordering Agency shall at all times not exceed those rates approved by the Appropriate Regulatory Authority available to any other customer served under the same Service Classification for the same service, under like conditions of use. Nothing herein shall require the Contractor to apply service rates that are inapplicable to the Ordering Agency; nor is the Contractor responsible for ensuring that each Ordering Agency selects the service rates that yield the lowest net cost to the Ordering Agency.

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

5.6. To the extent required by the Contractor's Tariffs, the Appropriate Regulatory Authority's rules and regulations, or the Contractor's policies and practices applicable to all customers, and in accordance therewith, any necessary extension, alteration, relocation, or reinforcement of the Contractor's transmission or distribution lines, related special facilities, Service arrangements, demand side management services (including any rebates to which the Ordering

Agency may be entitled), energy audit services, or other Services required or requested by an Ordering Agency shall be provided and, as applicable, billed for, by the Contractor. To the extent available from the Contractor, the Contractor shall provide and, as applicable, bill for such technical assistance on or concerning an Ordering Agency's equipment (such as the inspection or repair of such equipment) as may be requested by such Ordering Agency. The charges for such technical assistance shall be calculated at the time the technical assistance is rendered, as mutually agreed upon by the Contractor and the Agency, and shall comply with Contractor's Tariffs, if applicable. The Authorization or any other agreement used to obtain and provide the matters, Services, or technical assistance described in this Article 5.6 shall contain information descriptive of the matters, Services, or technical assistance required or requested, including the amount of (or method to determine) any payment to be made by the Ordering Agency to the Contractor for the provision of said matters, Services, or technical assistance. The form and content of any documentation the Contractor is required to provide hereunder to the Ordering Agency is not required to exceed the form and content of similar documentation the Contractor provides to its other electric or gas customers.

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

5.8. The requirements of the Disputes clause at FAR 52.233-1 are supplemented to provide that each party hereto consents to, and agrees that, all matters and disputes involving or arising out of the interpretation of Contractor's Tariff(s) are subject to the exclusive jurisdiction and regulation of the Appropriate Regulatory Authority having jurisdiction.

ARTICLE 6. BILLS AND BILLING DATA.

6.1 The Electric, Gas, Energy Management Services and/or Services Provided Under The Appropriate Regulatory Authority supplied hereunder shall be billed to the Ordering Agency at the address specified in each Authorization. Bills shall be submitted in original only, unless otherwise specified in the Authorization. All bills shall contain (a) such data as is required by the Appropriate Regulatory Authority to substantiate the billing and (b) such other reasonable and available data as may be requested by the Ordering Agency and approved in writing by the Contractor, provided that such other data are contained in bills provided to other customers of the Contractor served under the same Service Classification as the Ordering Agency.

ARTICLE 7. PAYMENTS FOR SERVICES.

7.1. Except as otherwise provided under the Contractor's Tariffs, the Contractor's Terms and Conditions, this Areawide Contract or agreed to by the parties, payments hereunder shall not be paid in advance of Services rendered. The Ordering Agency shall effect payment of all bills for regulated Services rendered under this Areawide Contract in accordance with the terms of the Contractor's Tariff. Changes in the Contractor's Tariff provisions for the payment of bills shall supersede the provisions of this paragraph to the extent of the applicability of such changes.

7.2. The Ordering Agency will make invoice payments for Services not subject to the oversight of the Appropriate Regulatory Authority in accordance with the provisions of the FAR Subpart 52.232-25 (Article 14.1-16). The interest rate for late payments made pursuant to this clause shall be computed in accordance with the Office of Management and Budget prompt payment regulations at 5 C.F.R. 1315.

7.3. Payments hereunder shall not normally be made in advance of services rendered in accordance with 48 C.F.R. Subpart 32.4, unless required by the Contractor's Tariff, the Contractor's Terms and Conditions, this Areawide Contract or otherwise agreed to by the parties.

7.4. Each payment made by Treasury check to the Contractor shall include the Contractor's billing stub(s), or a Government or Ordering Agency payment document, that clearly and correctly lists all of the Contractor's account numbers to which the payment applies and the dollar amount applicable to each account. If payment is by Electronic Funds Transfer either through the Automated Clearing House (ACH) or the Federal Reserve Wire Transfer System, the provisions of FAR Subpart 52.232-34 shall apply (See Article 14).

ARTICLE 8. CONTRACTOR-OWNED METERS.

8.1. Except as otherwise provided under the Contractor's Tariffs and the Contractor's Terms and Conditions, or as otherwise agreed to by the parties, metering equipment of standard manufacture suitable to measure all utility services supplied by the Contractor hereunder shall be furnished, installed, calibrated and maintained by the Contractor at its expense. In the event any meter fails to register or registers incorrectly, as determined by the regulations of the Appropriate Regulatory Authority, billing adjustments shall be made in accordance with such regulations.

8.2. The Contractor, so far as possible, shall read all meters monthly in accordance with the Contractor's Tariff and the Appropriate Regulatory Authority's regulations, provided, however that if Contractor's Tariff or the Appropriate Regulatory Authority's regulations authorize Contractor to estimate meter readings subject to utilizing a process that trues-up such estimates to actual meter readings then the Contractor shall be entitled to use estimated meter data.

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

8.4. For the purposes of this Article 8, references to meters shall apply only to Contractor-owned metering devices installed and maintained by the Contractor in accordance with the Contractor's Tariffs, the Contractor's Terms and Conditions, and Appropriate Regulatory Authority guidelines for utility Service(s). References to meters under this Article shall not apply to meters that regulations of the Appropriate Regulatory Authority allow the Government to own or that regulations of Appropriate Regulatory Authority allow the Contractor to install at the request of an Ordering Agency to be owned by the Government as a part of an Authorization for Energy Management Service or other Service.

ARTICLE 9. EQUIPMENT AND FACILITIES.

9.1. Subject to the provisions of Article 5.6 hereof, the responsibility for owning, furnishing, installing, and maintaining all equipment and facilities required to supply service at the delivery point(s) specified in an Authorization shall be determined in accordance with the Contractor's Tariffs. The Ordering Agency shall provide, free of charge to the Contractor, mutually agreeable locations on its premises for the installation of meters and such other equipment furnished and owned by the Contractor and necessary to supply Service hereunder. The Contractor shall, at all times during the Term of this Areawide Contract, operate and maintain at its expense such equipment or facilities as for which it has responsibility in accordance with Contractor's Tariffs, and shall assume all taxes and other charges in connection therewith. Notwithstanding anything to the contrary in FAR 52.241-5 (Contractor's Facilities (FEB 1995)), such Contractor-owned equipment and facilities shall be removed pursuant to mutual agreement of the applicable Operating Agency and Contractor, or any underground Contractor-owned equipment or facilities may be abandoned in place, and in both cases, the Operating Agency's premises substantially restored, by the Contractor within a reasonable time after discontinuance of service to the Ordering Agency. The cost of removal of such equipment and abandonment in-place of such underground equipment shall be determined by Contractor's Tariffs, Contractor's Terms and Conditions, and Appropriate Regulatory Authority.

9.2. All necessary rights-of-way, easements and such other rights necessary to permit the Contractor to perform under this Areawide Contract shall be obtained and the expense for same borne in accordance with the Contractor's Tariffs, Contractor's Terms and Conditions and the Appropriate Regulatory Authority's rules and regulations.

ARTICLE 10. LIABILITY.

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

authorized by appropriations. This Article (10.1) shall not be construed to limit the Government's liability under applicable law.

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

10.3. Except as provided above, and in accordance with the Contractor's Tariff and Terms and Conditions, the Government shall not be liable for damage or injury to any person or property, including death, occasioned solely by the Contractor's, its employees' or agents' negligent installation, use, operation or intentional misuse of the Contractor's equipment or facilities.

10.4. In accordance with the Contractor's Tariff and/or Terms and Conditions, neither the Contractor nor its employees or agents, shall be liable for damage or injury to any person or property, including death, occasioned solely by the negligent installation, use, operation or intentional misuse of Contractor's equipment or facilities by the Government, its employees or agents.

10.5. The Contractor shall not be liable for incidents arising out of or in any way connected with the violation or compliance with any local, state or federal environmental law or regulation resulting from pre-existing conditions at a Government job site, release or spill of any pre-existing Hazardous Materials or Hazardous Waste, or out of the management and disposal of any pre-existing contaminated soils or ground water, hazardous or non-hazardous, removed from the ground as a result of work performed by the Contractor.

10.6. The Government agrees to accept full responsibility for and bear all costs associated with pre-existing environmental liability. Responsibility for testing, abatement, remediation, and/or disposal of Hazardous Material, including, but not limited to, contaminated soil, lead paint, asbestos, fuel oil, or underground fuel oil tanks, shall remain with the Government. Where there is reason to suspect that Hazardous Material is present at the work site, or where Hazardous Material is encountered during the course of work being performed, the Contractor shall stop work, notify the Contracting Officer and Activity personnel, and request that the Government test the work site for such Hazardous Material and appropriately abate and dispose of such Hazardous Material. Once the work site has been cleared of all Hazardous Material, the Contractor shall resume work in that area.

ARTICLE 11. ACCESS TO PREMISES.

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

ARTICLE 12. PARTIES OF INTEREST.

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

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

ARTICLE 13. REPRESENTATIONS AND CERTIFICATIONS.

13.1. This Areawide Contract incorporates by reference all of the written representations and written certifications made by the Contractor, which shall be filed annually electronically at www.sam.gov.

13.2. Contractor represents that the following persons are currently authorized to negotiate and execute on its behalf with the U.S. Government in connection with this Areawide Contract: (List names, titles, and telephone numbers of the authorized negotiators):

1. Penni Connor, Senior Vice President & CCO - (781)441 – 3884
2. Tilak Subrahmanian, Vice President Energy Efficiency - (781) 441-8082

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

ARTICLE 14. SUPPLEMENTAL CLAUSES.

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

This Areawide Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions and clauses may include blocks that must be completed by the contractor and/or submitted with its documentation. In lieu of submitting the full text of those provisions and clauses, the contractor may identify the provision and/or clause by paragraph identifier and provide the appropriate information with its documentation. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov>

FAR REF	Federal Acquisition Regulation
1. 52.203-3	GRATUITIES (APR 1984)
2. 52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
3. 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)
4. 52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
5. 52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
6. 52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)
7. 52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (MAY 2011)
8. 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)1,2
9. 52.215-2	AUDIT AND RECORDS—NEGOTIATION (OCT 2010) 1
10. 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)
11. 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015)
12. 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)
13. 52.222-3	CONVICT LABOR (JUNE 2003)
14. 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
15. 52.222-26	EQUAL OPPORTUNITY (APR 2015)
16. 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)
17. 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUL 2014)
18. 52.222-50(a)-(g)	COMBATING TRAFFICKING IN PERSONS (MAR 2015)
19. 52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)
20. 52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
21. 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
22. 52.232-11	EXTRAS (APR 1984)
23. 52.232-17	INTEREST (MAY 2014)
24. 52.232-18	AVAILABILITY OF FUNDS (APR 1984)
25. 52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)4
26. 52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014)
27. 52.232-25	PROMPT PAYMENT (JUL 2013)1
28. 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (JUL 2013)
29. 52.232-35	DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (JUL 2013) 1,2
30. 52.232-36	PAYMENT BY THIRD PARTY (MAY 2014) 2
31. 52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)
32. 52.233-1	DISPUTES (MAY 2014)
33. 52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
34. 52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND

		IMPROVEMENTS (APR 1984)
35.	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
36.	52.241-2	ORDER OF PRECEDENCE—UTILITIES (FEB 1995)
37.	52.241-3	SCOPE AND DURATION OF CONTRACT (FEB 1995)4
38.	52.241-8	CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR UNREGULATED SERVICES (FEB 1995) 1,3
39.	52.241-12	NONREFUNDABLE, NONRECURRING SERVICE CHARGE (FEB 1995) 2,3
40.	52.242-13	BANKRUPTCY (JULY 1995)
41.	52.243-1	CHANGES—FIXED PRICE (AUG 1987)
42.	52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)1
43.	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2015)
44.	52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)
45.	552.241-70	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR OR QUARTER (SEPT 2010)
46.	552.241-71	DISPUTES (UTILITY CONTRACTS) (AUG 2010)

- 1 INDICATES THAT THE CLAUSE APPLIES TO THE ENERGY MANAGEMENT AUTHORIZATION AND ONLY TO THE EXTENT THAT THE CONTRACTING OFFICER OF THE DELIVERY ORDER REASONABLY DETERMINES THAT THE CLAUSE IS NECESSARY FOR EFFICIENT CONTRACT ADMINISTRATION.
- 2 INDICATES THAT THE CLAUSE APPLIES TO THE ELECTRIC/GAS SERVICE AUTHORIZATION AND ONLY TO THE EXTENT THAT THE CONTRACTING OFFICER OF THE DELIVERY ORDER REASONABLY DETERMINES THAT THE CLAUSE IS NECESSARY FOR EFFICIENT CONTRACT ADMINISTRATION.
- 3 THE REFERENCED CLAUSE SHOULD BE INCLUDED IN FULL TEXT IN THE AUTHORIZATION FOR ELECTRIC/GAS SERVICE.
- 4 INDICATES THAT THE CLAUSE HAS BEEN INCLUDED WITHIN THE TEXT OF THE AREAWIDE CONTRACT ON A "SUBSTANTIALLY THE SAME" BASIS AS REQUIRED BY SUBPART 41.501(A) OF THE FEDERAL ACQUISITION REGULATIONS

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

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 Appropriate Regulatory Authority under a pre-approved alternative (FAR 52.241-8) that demonstrates the Contractor will provide these services under terms and conditions that are competitive. 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.

1. 52.222-40 Notification of Employee Rights Under the National Labor Relations Act.

As prescribed in 22.1605, insert the following clause:

NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and

offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be—

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this Clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

2. 52.241-7 Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995)

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

(End of clause)

3. 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

As prescribed in 52.107(a), insert the following provision:

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

(SEE ARTICLE 14.1)

4. The requirements of the Disputes clause at Federal Acquisition Regulation (FAR) 52.233-1 are supplemented to provide that matters involving the interpretation of tariffed retail rates, tariff rate schedules, and tariffed terms provided under this Areawide contract are subject to the jurisdiction and regulation of the utility rate Appropriate Regulatory Authority having jurisdiction.

14.4 State Taxes.

The contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Government agrees either to pay the amount of the state or local taxes to the Contractor or provide evidence necessary to sustain an exemption from such taxes.

ARTICLE 15. SMALL BUSINESS SUBCONTRACTING PLAN.

15.1. Attached hereto and made a part hereof by reference is a SUBCONTRACTING PLAN FOR SMALL BUSINESS CONCERNS, SMALL BUSINESS CONCERNS OWNED AND CONTROLLED BY SOCIALLY & ECONOMICALLY DISADVANTAGED INDIVIDUALS, HUB ZONE BUSINESS CONCERNS, WOMAN OWNED SMALL BUSINESS CONCERNS, VETERAN-OWNED SMALL BUSINESSES CONCERNS AND DISABLED VETERAN-OWNED BUSINESSES negotiated between the Contractor and the Government, which is applicable on a company wide basis pursuant to the requirements of 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.

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

ARTICLE 16. NOTICES.

16.1. Unless specifically provided otherwise, all notices required to be provided to the Government under this Areawide Contract shall be mailed to: U. S. General Services Administration, PBS, Office of Facilities Management and Services Program; Director, Energy Division, 1800 F Street, NW Room 5116, Washington, DC 20405.

16.2. All inquiries and notices to the Contractor regarding this Areawide Contract shall be mailed to:

Eversource Energy: Director of Energy Efficiency – Frank Gundal, Director
One NStar Way
Westwood, MA
781-441-8151
Frank.gundal@eversource.com

With a copy to:

Eversource Legal Department
107 Selden Street
Berlin, CT 06037

Attention: Contracts and Shared Services

(Att: Daphne Vayos, Asst General Counsel) **(Telephone Number: (860) 665-3848), (E-mail:**

daphne.vayos@eversource.com) or to such other person as the Contractor may hereafter designate in writing.

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

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

ARTICLE 17. REPORTING.

The Contractor shall provide, as prescribed and directed by the Contracting Officer, an annual report on Subcontracting Plan Achievements, in accordance with the approved subcontracting plan for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals by October 30 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 system can be found at <http://www.esrs.gov>.

ARTICLE 18. UTILITY ENERGY SERVICE CONTRACTS.

18.1. Measurement and verification: Energy Conservation Measures (ECM) will not be normally considered unless a net overall energy usage or cost reduction can be demonstrated and verified. Verification standards for energy projects are established in the North-American Energy Measurement and Verification Protocol (NEMVP), published by the Department of Energy's Federal Energy Management Program (FEMP), or as agreed in the Authorization.

18.2. Unless otherwise provided by law, the following provisions shall apply:

(a) Payment for energy conservation measures, when authorized as Energy Management Service (EMS), shall be equal to the direct cost of capital or financing amortized over a negotiated payment term commencing on the date of acceptance of the completed installation;

(b) The payment term for Authorizations involving energy conservation measures should be calculated to enable the Ordering Agency's payment(s) to be lower than the estimated cost savings to be realized from its implementation. In no event, however, shall this term exceed eighty percent (80%) of the useful life of the equipment/material to be installed.

18.3. Subcontracting: The Contractor may perform any or all of its requested Services through subcontractors, including its unregulated affiliates. ECM subcontractors shall be competitively selected in accordance with FAR 52.244-S (Competition in Subcontracting) (DEC 1996) (See Article 14). Subcontractor selection shall be based on cost, experience, past performance and other such factors as the Contractor and the Ordering Agency may mutually deem appropriate and reasonably related to the Government's minimum requirements. Upon request by the Government, the Contractor shall make available to the contracting officer all documents related to the selection of a subcontractor. In no event shall the Service be provided by subcontractors listed as excluded from Federal Procurement Programs maintained by GSA pursuant to 48 C.F.R. 9.404 in accordance with 52.209-6 (Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (See Article 14)).

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

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

CONTRACTOR ACKNOWLEDGES THAT THE UNITED STATES OF AMERICA WILL OWN OR LEASE THE EQUIPMENT AND/OR MATERIALS BEING INSTALLED OR SUPPLIED HEREUNDER, AND, ACCORDINGLY, AGREES THAT ALL WARRANTIES SET FORTH HEREIN, OR OTHERWISE PROVIDED BY LAW IN FAVOR OF GOVERNMENT SHALL INURE ALSO TO THE BENEFIT OF THE UNITED STATES AND THAT ALL CLAIMS ARISING FROM ANY BREACH OF SUCH WARRANTIES OR AS A RESULT OF DEFECTS IN OR REPAIRS TO SUCH EQUIPMENT OR SUPPLIES MAY BE ASSERTED AGAINST CONTRACTOR OR MANUFACTURER DIRECTLY BY THE UNITED STATES OF AMERICA.

18.5. The Ordering Agency shall submit to GSA a copy of all preliminary energy audit results or energy conservation measure analysis for review and compliance with Federal regulations and policy. Upon written acknowledgement from GSA of receipt of the aforementioned information, a copy of which shall be provided by the Ordering Agency to the Contractor, the Ordering Agency may negotiate Task Orders with the Contractor for the implementation of the energy

conservation measures described in the preliminary documents. The Ordering Agency shall provide GSA with copies of fully executed Exhibit "C" Authorizations for any Energy Management Services resulting from confirmed/approved energy audits, including any applicable attachments, at the address provided in Article 16.1.

18.6. Contractor's Responsibilities under this Areawide Contract:

(a) The Contractor shall not provide Energy Management Service to Federal facilities 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 Energy Management Services shall be limited to work resulting in a direct reduction in energy usage (see Article 1.1(j)) and any modification or repair that is necessary as a direct result of the installation of the ECM.

18.7. Guaranteed Savings and Scoring of UESC's by the Ordering Agency(ies):

UESC's that meet the definition of "Energy Management Service" ("EMS") prescribed in Article 1.1(k) 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

18.8. 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 (M&V) and its associated costs should be worth the level of certainty of cost savings that the Ordering Agency reasonably deems to be necessary. Each 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.

ARTICLE 19. MISCELLANEOUS.

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

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

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

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

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

19.6. Waiver of Sovereign Immunity: Any language contained in standard form agreements executed between the Ordering Agency and the Contractor shall not be construed to waive the federal government's sovereign immunity, and may not be applicable where the federal government's sovereign immunity has not otherwise been waived by statutory law. The Government represents, warrants and covenants that in any instance in this Areawide Contract where it has waived sovereign immunity that the Government has received all necessary consents, waivers and approvals to do so.

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

19.8. Conflicts. In event of a conflict between this Areawide Contract and the Contractor's Tariffs, then the Contractor's Tariffs shall prevail. In addition, in the event of a conflict between this Areawide Contract and an Appropriate Regulatory Authority's regulation, decision or approved document, then the regulation, decision or approved document from an Appropriate Regulatory Authority shall prevail.

[SIGNATURE PAGE TO FOLLOW]

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

UNITED STATES OF AMERICA
Acting through the Administrator
of General Services

By: Linda K. Koman

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

ATTEST:

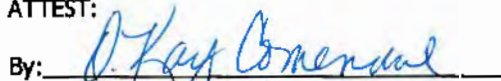
By: 
Kenneth M. Shutika
GSA, PBS, Energy Division

EVERSOURCE ENERGY SERVICE COMPANY

By: Tilak Subrahmanian
Tilak Subrahmanian

Title: Vice President, Energy Efficiency

ATTEST:

By: 
O. Kay Comendul

Title: Assistant Secretary

CERTIFICATE

I, O. Kay Comendul, certify that I am the Assistant Secretary of EVERSOURCE ENERGY SERVICE COMPANY, named as Contractor in the negotiated Areawide Contract No. GS-OOP-16-BSD-1211; that Tilak Subrahmanian, who signed said Areawide Contract on behalf of the Contractor, was then Vice President, Energy Efficiency of said Corporation; and that said Areawide Contract was duly signed for and on behalf of said Corporation and is within the scope of its corporate powers.

/s/  _____

(Corporate Seal)

EXHIBIT "A"

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

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

AUTHORIZATION FOR ELECTRIC SERVICE, CHANGE IN ELECTRIC SERVICE, OR DISCONNECTION AND/OR TERMINATION OF ELECTRIC SERVICE UNDER CONTRACT NO. GS-OOP-16-BSD-1211

Ordering Agency: _____
Address: _____

Pursuant to Contract No. GS-OOP-16-BSD-1211 between the Contractor and the United States Government and subject to all the provisions thereof, service to the United States Government under such contract shall be rendered or modified as hereinafter stated. Contract Article 2 and 4 shall be followed for the initiation of service under this contract.

PREMISES TO BE SERVED: _____
SERVICE ADDRESS: _____

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

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

POINT OF DELIVERY: _____

TERM OF SERVICE: From _____ through _____.

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

ESTIMATED ANNUAL ENERGY USAGE: _____ KWH, ESTIMATED DEMAND: _____ KW

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

ACCOUNTING AND APPROPRIATION DATA FOR SERVICE: _____
FOR CONNECTION/SPECIAL FACILITIES CHARGE: _____

CLAUSES INCORPORATED BY REFERENCE (Check applicable clauses):

- (1) 52.211-10 Commencement, Prosecution and Completion of Work (APR 1984)
(2) 52.236-5 Material and Workmanship (APR 1984)
(3) 52.241-4 Change in Class of Service (FEB 1995)
(4) 52.241-3 Scope and Duration of Contract (FEB 1995)
(5) 52.241-5 Contractor's Facilities (FEB 1995)
(6) 52.241-7 Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995)(Use Full Text of Clause)
(7) 52.241-9 CONNECTION CHARGE (FEB 1995)***
(8) 52.241-9 CONNECTION CHARGE (ALT I) (FEB 1995)***
(9) 52.241-11 Multiple Service Locations (FEB 1995)
(10) 52.243-1 Changes-Fixed Price (AUG 1987)
(11) 52.249- Default (_____) (Specify appropriate Clause)
(12) 52.241-10 Termination Liability (Feb 1995)

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

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

ACCEPTED:

(Ordering Agency)

EVERSOURCE ENERGY
(Contractor)

By: _____
Authorized Signature

By: _____
Authorized Signature

Title: _____

Title: _____

Date: _____

Date: _____

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

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

NOTE: A fully executed copy of this Authorization shall be transmitted by the ordering Agency to the Public Utilities Division (PMAA), General Services Administration, Washington, DC 20405.

***If selected, Full text of 52.241-9 (FEB 1995) CONNECTION CHARGE (including ALT I) in attached Addendum A shall be incorporated by reference.

Addendum A to Exhibit A

52.241-9 CONNECTION CHARGE (including ALT I) (FEB 1995) As prescribed in 41.501(d)(3), insert a clause substantially the same as the following:

Connection Charge (Feb 1995)

(a) Charge. In consideration of the Contractor furnishing and installing at its expense the new connection facilities described herein, the Government shall pay the Contractor a connection charge. The payment shall be in the form of progress payments, advance payments or as a lump sum, as agreed to by the parties and as permitted by applicable law. The total amount payable shall be either the estimated cost of \$_____ less the agreed to salvage value of \$_____, or the actual cost less the salvage value, whichever is less. As a condition precedent to final payment, the Contractor shall execute a release of any claims against the Government arising under or by the virtue of such installation.

(b) Ownership, operation, maintenance and repair of new facilities to be provided. The facilities to be supplied by the Contractor under this clause, notwithstanding the payment by the Government of a connection charge, shall be and remain the property of the Contractor and shall, at all times during the life of this contract or any renewals thereof, be operated, maintained, and repaired by the Contractor at its expense. All taxes and other charges in connection therewith, together with all liability arising out of the construction, operations, maintenance, or repair of such facilities, shall be the obligation of the Contractor.

(c) Credits.

(1) The Contractor agrees to allow the Government, on each monthly bill for service furnished under this contract to the service location, a credit of _____ percent of the amount of each such bill as rendered until the accumulation of credits shall equal the amount of such connection charge, provided that the Contractor may at any time allow a credit up to 100 percent of the amount of each such bill.

(2) In the event the Contractor, before any termination of this contract but after completion of the facilities provided for in this clause, serves any customer other than the Government (regardless of whether the Government is being served simultaneously, intermittently, or not at all) by means of these facilities, the Contractor shall promptly notify the Government in writing. Unless otherwise agreed by the parties in writing at that time, the Contractor shall promptly accelerate the credits provided for under paragraph (c)(1) of this clause, up to 100 percent of each monthly bill until there is refunded the amount that reflects the Government's connection costs for that portion of the facilities used in serving others.

(3) In the event the Contractor terminates this contract, or defaults in performance, prior to full credit of any connection charge paid by the Government, the Contractor shall pay to the Government an amount equal to the uncredited balance of the connection charge as of the date of the termination or default.

(d) Termination before completion of facilities. The Government reserves the right to terminate this contract at any time before completion of the facilities with respect to which the Government is to pay a connection charge. In the event the Government exercises this right, the Contractor shall be paid the cost of any work accomplished, including direct and indirect costs reasonably allocable to the completed work prior to the time of termination by the Government, plus the cost of removal, less the salvage value.

(e) Termination after completion of facilities. In the event the Government terminates this contract after completion of the facilities with respect to which the Government has paid a connection charge, but before the crediting in full by the Contractor of any connection charge in accordance with the terms of this contract, the Contractor shall have the following options:

(1) To retain in place for _____ months after the notice of termination by the Government such facilities on condition that-

(i) If, during such _____ month period, the Contractor serves any other customer by means of such facilities, the Contractor, shall, in lieu of allowing credits, pay the Government during such period installments in like amount, manner, and extent as the credit provided for under paragraph (c) of this clause before such termination; and

(ii) Immediately after such _____ month period the Contractor shall promptly pay in full to the Government the uncredited balance of the connection charge.

(2) To remove such facilities at the Contractor's own expense within _____ months after the effective date of the termination by the Government. If the Contractor elects to remove such facilities, the Government shall then have the option of purchasing such facilities at the agreed salvage value set forth herein; and provided further, that the Contractor shall, at the direction of the Government, leave in place such facilities located on Government property which the Government elects to purchase at the agreed salvage value. (End of clause)

Alternate I (Feb 1995). If the Contracting Officer determines that a nonrefundable charge is to be paid and no credits are due the Government, delete paragraphs (c) and (e), renumber paragraph (d) as (c) and add the following as paragraph (d):

(d) Termination after completion of facilities. In the event the Government terminates this contract after completion of the facilities with respect to which the Government is to pay a connection charge, the Contractor shall have the following options:

(1) To retain in place for _____ months after the notice of termination by the Government. If the Contractor and the Government have not agreed on terms for retention in place beyond _____ months, then the Contractor must remove the facilities pursuant to the terms of paragraph (d)(2) of this clause.

(2) To remove such facilities at the Contractor's own expense within _____ months after the effective date of the termination by the Government. If the Contractor elects to remove such facilities, the Government shall then have the option of purchasing such facilities at the agreed salvage value set forth herein; and provided further, that the Contractor shall, at the direction of the Government, leave in place such facilities located on Government property which the Government elects to purchase at the agreed salvage value.

EXHIBIT "B"

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

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

AUTHORIZATION FOR NATURAL GAS SERVICE, CHANGE IN NATURAL GAS SERVICE, OR DISCONNECTION OF NATURAL GAS SERVICE UNDER CONTRACT NO. GS-OOP-16-BSD-1211

Ordering Agency: _____
Address: _____

Pursuant to Contract No. GS-OOP-16-BSD-1211 between the Contractor and the United States Government and subject to all the provisions thereof, service to the United States Government under such contract shall be rendered or modified as hereinafter stated. Contract Articles 2 and 4 shall be followed for the initiation of service under this contract.

PREMISES TO BE SERVED: _____
SERVICE ADDRESS: _____

NATURE OF SERVICE: [] Connect [] Change [] Disconnect [] Continue Service
[] Line Extension, Alteration, Relocation, or Reinforcement [] Transportation
[] Full Service [] Local Distribution Services [] Billing & Ancillary Services [] DSM Work [] Special Facilities

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

POINT OF DELIVERY: _____

TERM OF SERVICE: From _____ through _____.

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

ESTIMATED ANNUAL GAS VOLUME: _____ (Specify THERMS or CUBIC FEET)

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

ACCOUNTING AND APPROPRIATION DATA FOR SERVICE: _____
FOR CONNECTION/SPECIAL FACILITIES CHARGE: _____

CLAUSES INCORPORATED BY REFERENCE (Check applicable clauses):

- (1) 52.211-10 Commencement, Prosecution and Completion of Work (APR 1984)
(2) 52.236-5 Material and Workmanship (APR 1984)
(3) 52.241-4 Change in Class of Service (FEB 1995)
(4) 52.241-3 Scope and Duration of Contract (FEB 1995)
(5) 52.241-5 Contractor's Facilities (FEB 1995)
(6) 52.241-7 Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995) (Use Full Text of Clause)
(7) 52.241-9 CONNECTION CHARGE (FEB 1995)***
(8) 52.241-9 CONNECTION CHARGE (ALT 1) (FEB 1995)***
(9) 52.241-11 Multiple Service Locations (FEB 1995)
(10) 52.243-1 Changes-Fixed Price (AUG 1987)
(11) 52.249- Default () (Specify appropriate Clause)
(12) 52.241-10 Termination Liability (Feb 1995)

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

_____ in _____ copies.

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

ACCEPTED:

(Ordering Agency)

EVERSOURCE ENERGY
(Contractor)

By: _____
Authorized Signature

By: _____
Authorized Signature

Title: _____

Title: _____

Date: _____

Date: _____

* Include a reference to the applicable rate schedule, and attach a copy of such schedule.
** If necessary, attach and make part hereof supplemental agreements or sheets that cover required connection or extension charges and special facilities or service arrangements. (See Article 5 of this Contract for instructions.)
***If selected, Full text of 52.241-9 (FEB 1995) CONNECTION CHARGE (including ALT 1) in attached Addendum A shall be incorporated by reference.

NOTE: A fully executed copy of this Authorization shall be transmitted by the Ordering Agency to the Energy Division (PMAA), General Services Administration, Washington, DC 20405.

Addendum A to Exhibit B

52.241-9 CONNECTION CHARGE (including ALT I) (FEB 1995) As prescribed in 41.501(d)(3), insert a clause substantially the same as the following:

Connection Charge (Feb 1995)

(a) Charge. In consideration of the Contractor furnishing and installing at its expense the new connection facilities described herein, the Government shall pay the Contractor a connection charge. The payment shall be in the form of progress payments, advance payments or as a lump sum, as agreed to by the parties and as permitted by applicable law. The total amount payable shall be either the estimated cost of \$ _____ less the agreed to salvage value of \$ _____, or the actual cost less the salvage value, whichever is less. As a condition precedent to final payment, the Contractor shall execute a release of any claims against the Government arising under or by the virtue of such installation.

(b) Ownership, operation, maintenance and repair of new facilities to be provided. The facilities to be supplied by the Contractor under this clause, notwithstanding the payment by the Government of a connection charge, shall be and remain the property of the Contractor and shall, at all times during the life of this contract or any renewals thereof, be operated, maintained, and repaired by the Contractor at its expense. All taxes and other charges in connection therewith, together with all liability arising out of the construction, operations, maintenance, or repair of such facilities, shall be the obligation of the Contractor.

(c) Credits.

(1) The Contractor agrees to allow the Government, on each monthly bill for service furnished under this contract to the service location, a credit of _____ percent of the amount of each such bill as rendered until the accumulation of credits shall equal the amount of such connection charge, provided that the Contractor may at any time allow a credit up to 100 percent of the amount of each such bill.

(2) In the event the Contractor, before any termination of this contract but after completion of the facilities provided for in this clause, serves any customer other than the Government (regardless of whether the Government is being served simultaneously, intermittently, or not at all) by means of these facilities, the Contractor shall promptly notify the Government in writing. Unless otherwise agreed by the parties in writing at that time, the Contractor shall promptly accelerate the credits provided for under paragraph (c)(1) of this clause, up to 100 percent of each monthly bill until there is refunded the amount that reflects the Government's connection costs for that portion of the facilities used in serving others.

(3) In the event the Contractor terminates this contract, or defaults in performance, prior to full credit of any connection charge paid by the Government, the Contractor shall pay to the Government an amount equal to the uncredited balance of the connection charge as of the date of the termination or default.

(d) Termination before completion of facilities. The Government reserves the right to terminate this contract at any time before completion of the facilities with respect to which the Government is to pay a connection charge. In the event the Government exercises this right, the Contractor shall be paid the cost of any work accomplished, including direct and indirect costs reasonably allocable to the completed work prior to the time of termination by the Government, plus the cost of removal, less the salvage value.

(e) Termination after completion of facilities. In the event the Government terminates this contract after completion of the facilities with respect to which the Government has paid a connection charge, but before the crediting in full by the Contractor of any connection charge in accordance with the terms of this contract, the Contractor shall have the following options:

(1) To retain in place for _____ months after the notice of termination by the Government such facilities on condition that-

(i) If, during such _____ month period, the Contractor serves any other customer by means of such facilities, the Contractor, shall, in lieu of allowing credits, pay the Government during such period installments in like amount, manner, and extent as the credit provided for under paragraph (c) of this clause before such termination; and

(ii) Immediately after such _____ month period the Contractor shall promptly pay in full to the Government the uncredited balance of the connection charge.

(2) To remove such facilities at the Contractor's own expense within _____ months after the effective date of the termination by the Government. If the Contractor elects to remove such facilities, the Government shall then have the option of purchasing such facilities at the agreed salvage value set forth herein; and provided further, that the Contractor shall, at the direction of the Government, leave in place such facilities located on Government property which the Government elects to purchase at the agreed salvage value. (End of clause)

Alternate I (Feb 1995). If the Contracting Officer determines that a nonrefundable charge is to be paid and no credits are due the Government, delete paragraphs (c) and (e), renumber paragraph (d) as (c) and add the following as paragraph (d):

(d) Termination after completion of facilities. In the event the Government terminates this contract after completion of the facilities with respect to which the Government is to pay a connection charge, the Contractor shall have the following options:

(1) To retain in place for _____ months after the notice of termination by the Government. If the Contractor and the Government have not agreed on terms for retention in place beyond _____ months, then the Contractor must remove the facilities pursuant to the terms of paragraph (d)(2) of this clause.

(2) To remove such facilities at the Contractor's own expense within _____ months after the effective date of the termination by the Government. If the Contractor elects to remove such facilities, the Government shall then have the option of purchasing such facilities at the agreed salvage value set forth herein; and provided further, that the Contractor shall, at the direction of the Government, leave in place such facilities located on Government property which the Government elects to purchase at the agreed salvage value.

EXHIBIT "C"

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

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

AUTHORIZATION FOR, OR TERMINATION OF, ENERGY MANAGEMENT SERVICES
 CONTRACT NO. GS-OOP-16-BSD-1211

Ordering Agency: _____
 Address: _____

Pursuant to Contract No. GS-OOP-16-BSD-1211 between the Contractor and the United States Government and subject to all the provisions thereof, service to the United States Government under such contract shall be rendered or modified as hereinafter stated. Contract Articles 2 and 4 shall be followed for the initiation of service under this contract.

PREMISES TO BE SERVED: _____

SERVICE ADDRESS: _____

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

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

POINT OF DELIVERY: _____

ESTIMATED PROJECT COST: \$ _____

ACCOUNTING AND APPROPRIATION DATA: _____

LIST OF ATTACHMENTS:

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> General Conditions | <input type="checkbox"/> Payment Provisions | <input type="checkbox"/> Special Requirements | <input type="checkbox"/> Economic Analysis |
| <input type="checkbox"/> Facility/Site Plans | <input type="checkbox"/> Historical Data | <input type="checkbox"/> Utility Usage History | <input type="checkbox"/> ECP Feasibility Study |
| <input type="checkbox"/> Design Drawings | <input type="checkbox"/> Design Specifications | <input type="checkbox"/> Certifications | <input type="checkbox"/> Commission Schedules |

CLAUSES INCORPORATED BY REFERENCE (Check applicable clauses):

Check	Applicable FAR Provision
<input type="checkbox"/>	52.203-12 Limitation On Payments To Influence Certain Federal Transactions (Oct 2010)
<input type="checkbox"/>	52.209-6 Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (Oct 2015)
<input type="checkbox"/>	52.211-10 Commencement, Prosecution And Completion Of Work (APR 1984)
<input type="checkbox"/>	52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)
<input type="checkbox"/>	52.215-12 Subcontractor Cost Or Pricing Data (Oct 2010)
<input type="checkbox"/>	52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)
<input type="checkbox"/>	52.215-20 Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data (Oct 2010)

<input type="checkbox"/>	52.222-50(h)-(i) COMBATING TRAFFICKING IN PERSONS (MAR 2015) Sections (h) and (i)
<input type="checkbox"/>	52.223-4 Recovered Material Certification (May 2008)
<input type="checkbox"/>	52.223-15 Energy Efficiency In Energy-Consuming Products (Dec 2007)
<input type="checkbox"/>	52.223-17 Affirmative Procurement of EPA-Designated Items In Service And Construction Contracts (May 2008)
<input type="checkbox"/>	52.232-5 Payments Under Fixed-Price Construction Contracts (SEP 2002) -Supersedes Provisions Of Payment Clauses In Article 14 Provisions Of Payment Clauses In Article 14.
<input type="checkbox"/>	52.243-1 Changes-Fixed Price (AUG 1987)
<input type="checkbox"/>	52.246-25(a) LIMITATION OF LIABILITY—SERVICES (FEB 1997)
<input type="checkbox"/>	52.249-8 Default (Fixed-Price Supply And Service) (Apr 1984)
<input type="checkbox"/>	52.249-__ Default (_____) (Specify Appropriate Clause)

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

REMARKS:

ACCEPTED:

 (Ordering Agency)

By: _____
 Authorized Signature

Title: _____

Date: _____

EVERSOURCE ENERGY
 (Contractor)

By: _____
 Authorized Signature

Title: _____

Date: _____

NOTE: A fully executed copy of this Authorization shall be transmitted by the ordering Agency to the Public Utilities Division (PMAA), General Services Administration, Washington, DC 20405.

EXHIBIT "D"

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

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

AUTHORIZATION FOR THE PROVISION OF SERVICES PROVIDED UNDER
(insert appropriate Regulatory Authority) _____
AREAWIDE CONTRACT NO. GS-00P-16-BSD-1211

Ordering Agency: _____

Address: _____

Pursuant to Areawide Contract No. GS-00P-16-BSD-1211 between the Contractor and the United States Government and subject to all the provisions thereof, service to the United States Government under such contract shall be rendered or modified as hereinafter stated. Contract Articles 2 and 4 shall be followed by the Ordering Agency in initiating service under this contract as described below.

PREMISES TO BE SERVED: _____

SERVICE ADDRESS: _____

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

OTHER TERMS AND CONDITIONS:

[Describe or attach description]

[Attached as Exhibit D.1 are, if applicable, Contractor's current terms and conditions for the specific electric service identified above, which may include modifications that have been made by Contractor for the Ordering Agency with the approval, to the extent necessary, of the (insert appropriate Regulatory Authority) _____]

TERM OF SERVICE: From _____ through _____

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

_____ in _____ copies.

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

ACCEPTED:

(Ordering Agency)

EVERSOURCE ENERGY
(Contractor)

By: _____
Authorized Signature

By: _____
Authorized Signature

Title: _____

Title: _____

Date: _____

Date: _____

NOTE: A fully executed copy of this Authorization shall be transmitted by the Ordering Agency to the Energy Division (PMAA), General Services Administration, Washington, DC 20405.