

UTILITIES CONTRACT	TYPE OF UTILITY SERVICE	CONTRACT NUMBER
PREMISES TO BE SERVED	<input type="checkbox"/> GOVERNMENT-OWNED <input type="checkbox"/> LEASED	LEASE NUMBER
	LESSOR	

The Contractor identified below agrees to sell and deliver to the UNITED STATES OF AMERICA, hereinafter referred to as the "Government," and the Government agrees to purchase and receive from the Contractor the services described below at the premises hereinabove specified, subject to the terms and conditions set forth on the face and reverse side of this page and on any continuation pages attached hereto, and the Government shall make payment to the Contractor for such services in accordance with the rates as hereinafter set forth.

1. DESCRIPTION OF SERVICES:

The Contractor shall make and pay for all connections between the systems of the Contractor and the Government at the point of delivery.

2. **RATES:** Applicable rate schedule(s) _____ is (are) attached hereto and made a part hereof. The Contractor hereby represents and warrants to the Government that the rate schedule(s) available hereunder is (are) not in excess of the lowest rate schedule(s) now available to present and prospective customers under like conditions of service and agrees that during the life of this contract the Government shall continue to have available to it the lowest applicable schedule under similar conditions of service.

3. **CONTRACT PERIOD:** The utilities services covered by this contract shall be furnished for a period of _____ years, beginning with the _____ day of _____, and shall continue until further notice by the Government. Nothing herein contained 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 subject matter of this contract, or to involve the Government in any contract or other obligation for the future expenditure of money in excess of such appropriation.

4. **CHANGES OF RATE SCHEDULES AND RATES:** The Government may upon request, in accordance with the Contractor's applicable rules and regulations, take service under any applicable rate schedule of the Contractor. Service under this contract shall be subject to regulation in the manner and to the extent prescribed by law by any Federal, State, or local regulatory commission having jurisdiction. If during the term of this contract the public regulatory commission having jurisdiction receives for file in an authorized manner rates that are different from those stipulated herein for like conditions of service, the Contractor agrees to continue the prescribed service and the Government agrees to pay for such service at the different rates from and after the effective date of such rates.

5. **SPECIAL TERMS AND CONDITIONS:** If there are any Special Terms and Conditions to this contract they are attached and identified as follows: _____
(if none, so specify)

6. **GENERAL:** The provisions contained in the Addendum on the reverse hereof are incorporated herein and made a part hereof. To the extent of any inconsistency between the provisions of this contract and any schedule, rider, or exhibit incorporated in this contract by reference or otherwise or any of the Contractor's rules and regulations, the provisions of this contract shall control.

EXECUTION BY CONTRACTOR (Date)	EXECUTION BY GOVERNMENT (Date)
NAME OF CONTRACTOR (Type or print)	UNITED STATES OF AMERICA ACTING THROUGH THE ADMINISTRATOR OF GENERAL SERVICES
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION	By _____
ADDRESS	Title _____ (Contracting Officer)
SIGNATURE OF PERSON AUTHORIZED	THIS CONTRACT IS EXECUTED PURSUANT TO THE FEDERAL PROPERTY AND ADMINISTRATIVE SERVICES ACT OF 1949, 63 STAT. 377, AS AMENDED.
By _____	ACCOUNTING AND APPROPRIATION DATA
Title _____	

INVOICE FOR PAYMENT SHOULD BE MAILED TO

ADDENDUM

1. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

2. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

3. NONDISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective-bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under this Nondiscrimination clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, and the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(e) The Contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the said Executive order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(g) The Contractor will include the provisions of the foregoing paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or order of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however**, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. CONVICT LABOR

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

5. PATENTS

The Contractor shall hold and save the Government, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for or on account of any patented or unpatented invention used in the performance of this contract: **Provided, however**, that the foregoing shall not apply to inventions covered by applications for United States Letters Patent which, on the date of execution of this contract, are being maintained in secrecy under the provisions of 35 U.S. Code 181 et seq.

6. WORK HOURS ACT OF 1962--OVERTIME COMPENSATION

This contract, to the extent that it is of a character specified in the Work Hours Act of 1962 (Public Law 87-581, 76 Stat 357-360) and is not covered by the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), is subject to the following provisions and to all other provisions and exceptions of said Work Hours Act of 1962.

(a) No Contractor or Subcontractor contracting for any part of the contract work shall require or permit any laborer or mechanic to be employed on such work in excess of eight hours in any calendar day or in excess of forty hours in any workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

(b) In the event of any violation of the provisions of paragraph (a), the Contractor and any Subcontractor responsible for such violation shall be liable to any affected employee for his unpaid wages. In addition, such Contractor or Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed, with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of forty hours in a workweek without payment of the required overtime wages.

(c) The Contracting Officer may withhold, or cause to be withheld, from any money payable on account of work performed by the Contractor or Subcontractor, the full amount of wages required by this contract and such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for liquidated damages as provided in paragraph (b).

7. PAYMENT FOR SERVICES RENDERED

All bills for services under this contract shall be paid without penalty or interest, and the Government shall be entitled to any discounts customarily applicable to payment of bills by any customer of the Contractor.