

**NEGOTIATED ELECTRIC UTILITY CONTRACT**

CONTRACT NUMBER \_\_\_\_\_

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 electric power and energy at the Service Location hereinafter referred to, subject to (1) the terms and conditions set forth on the face and reverse side of this page and on any continuation pages attached hereto; (2) Technical Provisions (GSA FORM 1684); and (3) Supplemental Provisions (GSA FORM 1685).

1. **SERVICE LOCATION:** The Contractor shall furnish to the Government all electric energy which the Government may request during the term of this contract up to \_\_\_\_\_ KVA for the operation of its facilities located at \_\_\_\_\_, hereinafter referred to as "Service Location."
2. **POINT OF DELIVERY:** The Contractor shall make and pay for all connections between the systems of the Contractor and the Government at the point of delivery. The point of delivery is described as follows:
3. **SERVICE CHARACTERISTICS:** Electric energy to be supplied hereunder shall be alternating current \_\_\_\_\_ phase, sixty cycles, and shall be delivered at \_\_\_\_\_ volts as normal, with allowable variation of \_\_\_\_\_ percent above or below normal. The electric energy furnished hereunder shall be metered at \_\_\_\_\_ volts.
4. **CHARGE:** The Contractor shall be paid for the services herein contracted for under the Contractor's Rate Schedule(s) \_\_\_\_\_, a copy of which is attached and made a part hereof, commencing with the period in which electricity is initially furnished hereunder and continuing until this contract is terminated, except that the minimum charge, if any, specified in said Rate Schedule(s) shall be equitably prorated for the periods in which commencement and/or termination of this contract shall occur.
5. **TERM OF CONTRACT:** The term of this contract shall be for a period of \_\_\_\_\_ year(s) from the date that the Contractor makes electricity available and the Government is ready to receive electricity from the Contractor at the Service Location. The Contractor shall make every reasonable effort to commence to deliver electricity to the Government at the Service Location not later than the \_\_\_\_\_ day of \_\_\_\_\_. The Government shall, as promptly as possible, advise the Contractor of the date it will be ready to receive electricity under this contract. The Government shall have the right to extend the term of this contract for additional periods of one year each by furnishing the Contractor with a written notice of extension thereof not later than thirty (30) days prior to the expiration of the current period; provided, however, that the overall term of this contract shall not exceed a period of ten (10) years.
6. **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)

EXECUTION BY CONTRACTOR	DATE	EXECUTION BY GOVERNMENT	DATE
NAME OF CONTRACTOR (Type or print) INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION		UNITED STATES OF AMERICA ACTING THROUGH THE ADMINISTRATOR OF GENERAL SERVICES	
ADDRESS		BY _____	
SIGNATURE OF PERSON AUTHORIZED		TITLE _____ (CONTRACTING OFFICER)	
BY _____		THIS CONTRACT IS EXECUTED PURSUANT TO THE FEDERAL PROPERTY AND ADMINISTRATIVE SERVICES ACT OF 1949, 63 STAT. 377, AS AMENDED.	
TITLE _____			
INVOICE FOR PAYMENT SHOULD BE MAILED TO		ACCOUNTING AND APPROPRIATION DATA	

## TERMS AND CONDITIONS

### 1. INVOICES.

Invoices for payment shall be prepared and submitted in duplicate unless otherwise specified by the Government. All invoices shall contain statements of the meter readings at the beginning and the ending of the billing period, meter constants, consumption during the billing period, and such other pertinent data as may be required to substantiate the billing or such other pertinent data as may be requested by the Government.

### 2. PAYMENT OF SERVICES.

(a) All bills for payment of 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.

(b) For purposes of charges under the contract, any demands due to faulty operation of, or excessive or fluctuating voltage on, the Contractor's system shall not be included as part of the Government's demand.

(c) Payments hereunder shall not be made in advance of services rendered. The Government shall, however, use due diligence to effect payment of all bills for services rendered under this contract within thirty (30) days from the date such bills are received.

(d) Nothing herein contained shall be construed as binding the Government to expend in any one fiscal year ending June 30 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 further expenditure of money in excess of such appropriation.

### 3. DAMAGE AND INJURY.

The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use or operation of the Contractor's facilities or the action of the Contractor, its employees and agents in performing under this contract.

### 4. ACCESS TO SERVICE LOCATION.

(a) The Government hereby grants to the Contractor, free of any rental or similar charge, but subject to the limitations specified in this contract, a revocable permit to enter the Service Location for any proper purpose under this contract, including use of site or sites agreed upon by the parties hereto for the installation, operation, and maintenance of the facilities of the Contractor. Authorized representatives of the Contractor will be allowed access to the facilities of the Contractor and the Government at suitable times to perform the obligations of the Contractor with respect to such facilities. It is expressly understood, however, that proper military or Governmental authority may limit or restrict the right of access herein granted in any manner considered by such authority to be necessary for the national security.

(b) The Contractor shall, at its expense, obtain all rights of way and easements necessary to permit it to perform under this contract.