

SUBMISSION OF QUALIFICATIONS, SOLICITATION, OFFER, AND AWARD		1. Caption Natural Gas Supply		Page of Pages 1 33	
2. Contract Number	3. Solicitation Number DCAM-2007-B-2103	4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	5. Date Issued 5/4/2007	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: Office of Contracting and Procurement 441 4th Street, NW, Suite 720 North Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement 441 4th Street, NW, Suite 703 South, Bid Counter Washington, DC 20001 Attn: Patricia Lovelady		

SOLICITATION

9. Sealed offers in original and 6 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at **441 4th Street, NW, Suite 703 South, Bid Counter, Washington, DC 20001** until **2:00 PM** local time **22-May-07**
(Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name Patricia Lovelady	B. Telephone (Area Code) (Number) (Ext) 202 727-0811			C. E-mail Address patricia.lovelady@dc.gov
-----------------------------	-------------------------------------	---	--	--	---

11. Table of Contents

(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE							
X	1	Overview	3	X	5	Award Process	13
X	2	Eligibility Criteria	4	X	6	Natural Gas Supply Specifications	20
X	3	Bid Schedule	5	X	7	Contract Terms and Conditions	22
x	4	Bidding Procedures	12	X	8	Attachments	33

OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 1 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment	<input type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> _____ Calendar days %
---------------------------------	---	---	---	--

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract

15B. Telephone (Area Code) (Number) (Ext)	15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer Date
--	--	---------------	----------------

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Name of Contracting Officer (Type or Print) John Soderberg	23. Signature of Contracting Officer (District of Columbia)	24. Award Date

1. OVERVIEW

1.1 Summary

1.1.1 The District of Columbia Office of Contracting and Procurement (the "District") in conjunction with the Office of Property Management ("OPM") is conducting an Invitation For Bid ("IFB") to identify qualified Natural Gas Supply providers ("Bidders") to participate in a Competitive Event for Price Offers for the delivery of Natural Gas Supply for both Firm and Interruptible Service for a base term of one (1), two (2), or three (3) years.

1.1.2 This procurement and resulting contract(s) is not subject to D.C. Act 16-520 Sec.2 Section 320 of the District of Columbia Procurement Practices Act of 1985, effective April 12, 1997 (D.C. Law 11-259; D.C. Official Code §2-303.20). This act has been Amended by adding a new subsection (r) to read as follows:
"(r) Except for section 105a, procurements for natural gas and electricity shall be exempt from all provisions if this act".

1.1.3 The District anticipates that the following twenty three (23) member jurisdictions of the Metropolitan Washington Council of Governments ("COG") will be participating with the District in this Competitive Event with their respective requirements. The District does not represent these jurisdictions and cannot guarantee any level of consumption. The jurisdictions participating in the cooperative IFB are as follows:

1.1.3.1 Northern Virginia Jurisdictions Zone 1

1. City of Alexandria
2. Alexandria Schools
3. Alexandria Sanitation Authority
4. Arlington County
5. Arlington County Schools
6. Fairfax County
7. Fairfax County Schools
8. Fairfax County Water Authority
9. City of Falls Church
10. Town of Leesburg
11. Loudoun County
12. Loudoun County Schools
13. Manassas City Schools
14. Prince William County Service Authority
15. Prince William County
16. Prince William County Schools
17. Upper Occoquan Sewage Authority

1.1.3.2 State of Maryland Zone 2

18. Charles County
19. Montgomery County Government
20. Prince George's County

21. Prince George County

School 1.1.3.3 District of Columbia Jurisdictions

Zone 3

22. District of Columbia Agencies

23. Washington Convention Center

1.1.4 If a jurisdiction participating in this cooperative procurement enters into a contract(s) with the successful bidder(s) they shall administer their own contract(s) and payment schedule with the successful bidder(s). All obligations, terms and conditions of the IFB shall be binding on the Contractor(s) to the extent that the IFB is not inconsistent with the contracts entered into by the participating jurisdictions and the Contractor(s).

1.1.5 The accounts listed in Attachment B are listed by LDC (as defined in Sec 6.1.24) as well as jurisdictions and represent an annual load of approximately 4 BCF (as defined in Sec 6.1.4). The District does not guarantee specific levels of consumption and provides historic consumption data only for information purposes. Weather, mechanical difficulties, and energy conservation can all have an effect on future consumption pattern. The Contractor(s) shall bear the responsibility to monitor actual consumption and match supplies to actual requirements.

1.2 Goals

The primary goal, of this IFB, is for the District as well as all COG participants to achieve best market price for Natural Gas Supply through the aggregation of their accounts.

1.3 IFB Procedure

In accordance with the Schedule defined in Section 3, Bidders interested in participating in this IFB shall comply with the Eligibility Criteria as defined in Section 2 and shall submit the requirements as described in Section 4. A Bid shall consist of two parts: (i) a Submission of Qualifications which the District will utilize to determine the Bidder's eligibility to participate in the Competitive Event and (ii) a Price Offer that will be utilized to determine the lowest price offered Bidder(s). The District is utilizing a bidding methodology provided by Co-exprise Inc. ("Co-exprise"), which includes an online reverse auction and is set forth in greater detail in Section 4.

1.4 Award of Contract

The Contractor(s) shall provide the Full Requirements of Natural Gas Supply for The District as well as all COG entities that choose to enter into a contract(s) that resulted from the participation in the Competitive Event. On the day of the Competitive Event, the District will issue a letter of intent (Attachment D) and recommend the lowest qualified Bidder for each LDC or Lot as applicable in which the District accounts are located, to the DC Council for contract approval; therefore, each Bidder is required to hold its offer for Council approval if such contract is in excess of one million dollars or multi year contract(s). Each COG participating Energy Purchaser intends to issue its notice of award, intent to award or public posting of intended vendor award to the lowest qualified Bidder(s), for each Lot as applicable within 24 hours after the conclusion of the Competitive Event. The specific method of award for each COG participant (other than the District) is defined in Attachment E.

1.5 Definitions- see section 6.1

2. ELIGIBILITY CRITERIA

2.1 Licensing and Agreement Requirements

In order to bid each Bidder shall possess and submit the following with its Submission of Qualifications:

- 2.1.1 Evidence that the Bidder is licensed by all the Public Service and Utility Commissions and any other applicable state regulatory entities that have regulatory responsibility over Natural Gas Supply providers.
- 2.1.2 Evidence that the Bidder has Finn transportation agreements or the ability to have delivered Finn Natural Gas Supply to the LDC Citygate;
- 2.1.3 Fee Agreement signed by the Bidder. (Attachment F);
- 2.1.4 Signed and submitted all compliance documents required as stated in Section 4.1.1.4;
- 2.1.5 Evidence that the Bidder employs risk management measures related to providing retail Natural Gas Supply and has developed plans to supply the Natural Gas Supply required by the contract(s) to the Burnertip. Supply plans shall specifically address steps that the Bidder will be taking to minimize risk to the Energy Purchasers in the event of a wholesale supplier default and any protections the Energy Purchasers may be afforded in such event. Provide the contact person name and phone number of the Pricing Desk as well as the Senior Sales Manager that will be managing the accounts;
- 2.1.6 Evidence that the bidder possesses, at a minimum, two years of experience providing Finn supply and Finn transportation of Natural Gas Supply to wholesale and retail customers. To document this experience, the bidder shall provide the contact person, company name, and phone number of the five (5) largest Natural Gas Supply customers within the past year; and
- 2.1.7 Evidence that the Bidder has the financial capability to take title for the total volume of Natural Gas Supply to be provided for the Energy Purchasers and is not merely acting as a broker. Each Energy Purchaser will reserve the right to verify at anytime during the teim of service that the Contractor has taken title to the Natural Gas Supply.

3. SCHEDULE

3.1 Submission of Qualifications Date and Time

3.1.1 The Submission of Qualifications

The Submission of Qualifications required by paragraph 4.1 shall be submitted no later than 2:00 PM local time on May 22, 2007.

3.1.2 Price Offers

Price Offers will be requested following the expiration of the advertising period as follows:
 (i) Price Offers may be requested by the District or its agent at any time prior to the Competitive Event — these Price Offers, defined below, are considered Manual Price Offers, described in Section 4.2 and (ii) Bidders will receive at least twenty four (24) hours prior notification of the date and time that Price Offers are to be submitted during the Competitive Event.

3.2 Timeline

The following timeline identifies the steps involved in the Bid which may be updated at any time with notice at the following website address: <https://eec.Co-exprise.comimarketplace/>.

Advertising of the IFB Opens	5/07 — 5/22
Bidder Conference	5/15
Bidder Q&A Publication	5/18
Bid Software Training	5/07 — 5/22
Deadline for Submission of Qualifications Submission and End of Advertising Period	5/22
Competitive Event	Post 6/04 (pending Trending)
Letter of Intent to Contract	TBD
Contract Execution	TBD

4. PROCEDURES

4.1 Submission of Qualifications and Price Offers

Bidders interested in participating in this IFB shall submit : (i) Submission of Qualifications that is a completed and signed, as and where applicable, set of all the required informational attachments, representations, certifications and statements described or listed in Section 4.1.1, but excluding price and (ii) Contractible, as defined in 6.1.11, Price Offer by Bidders for the procurement of Natural Gas Supply by the District as well as all applicable COG participant that is an Energy Purchaser ("Price Offers"). Failure to submit all of the information listed in Section 4.1.1 in the Submission of Qualifications by the deadline for Submission could disqualify any bidder from participation in this Competitive Event.

4.1.1 Status of Bidder

Each Submission of Qualifications shall include the following information:

4.1.1.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Bidder;

4.1.1.2 A signed copy of each of the documents that are listed in Section 4.1.1.4 and

4.1.1.3 If the Bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

4.1.1.4 Signed Document Requirements

a) Submission of Qualifications, Solicitation, Offer, and Award, which is page 1 of this IFB for the District and Attachment E for each applicable COG Energy Purchaser;

b) A sworn Tax Certification Affidavit, attached herein as Attachment C.

c) Signed acceptance of the Fee Schedule. (Attachment F).

4.2 Preparation and Submission of Price Offers

4.2.1 The Energy Purchasers are utilizing a bidding methodology provided by Co-exprise to obtain Price Offers. Each Bidder will participate in a "Competitive Event" which means a defined time period and date on which Bidders shall be required to submit Price Offers via an online reverse auction on Co-exprise technology ("On line reverse auction and may be required to submit Price Offers via e-mail based Price Offers ("Manual Price Offers"). Bidders may be asked to provide Manual Price Offers at any time prior to the Competitive Event that serve to assist the District and COG participants in ascertaining market conditions and to determine the timing of Competitive Event. The Competitive Event provided by Co-exprise is a means for Bidders to submit Price Offers to the District and COG participants utilizing a competitive, Internet-based, Competitive Event transaction platform with real-time

for providing Price Offers so that significantly noncompetitive Price Offers do not disrupt the Competitive Event. The Competitive Event software will not accept Price Offers that exceed this calculated ceiling price.

4.3.1.4 Minimum Price Offer Change

The minimum Price Offer change for the Lots is \$0.001 per Therm.

4.3.1.5 Extensions and Overtime

If a competitive Price Offer is received during the last 2 minutes of a Lot, the bidding in that particular Lot will be kept open for an additional 2 minutes. The closing times of succeeding Lots may be extended also to allow for a minimum closing time between the closing times of each Lot. All Bidders, regardless of position, may submit Price Offers during extensions or overtime.

4.3.1.6 Price Triggering Overtime

Any competitive Price Offer submitted during the last 2 minutes of a Lot may trigger an overtime period of an additional 2 minutes.

4.3.1.7 Bidder Feedback

Bidders will be able to view or have feedback to the Price Offers of other Bidders in the Competitive Event as follows:

4.3.1.7.1 Market Feedback [Price Offer Disclosure]

Bidders in this Competitive Event will see the value of every Price Offer submitted for a Lot. At no time before, during, or after the event will Bidders see the identity of competing Bidders.

4.3.1.7.2 Bidder Feedback Threshold

A Bidder will not see market feedback for a Lot until the Bidder submits a Price Offer in the Lot. If the Bidder happens to submit the first Price Offer for that Lot, only that Bidder's Price Offer is displayed until other Price Offers are submitted.

4.3.1.8 Price Offer Buffer

A Price Offer buffer will be established to prevent a Bidder from tying the market-leading Price Offer or provide a Price Offer less than a minimum difference from the leading Price Offer. The Co-exprise technology training course given to all Bidders will cover this issue in more detail.

4.3.1.9 Pending Status / Technical Difficulties

If a Bidder experiences any technical difficulties during the event, Bidder shall call Co-exprise immediately at: 724.933.1180. While the Lot is in "OPEN" or "PENDING" status, the Bidder has the opportunity to contact Co-exprise if the Bidder has a problem. Once the Lot status is "CLOSED," no Bidder shall have the opportunity to submit an additional Price Offer.

4.3.1.10 Firm Price Offer

The District has up to 24 hours after the end of the Competitive Event to accept the Price Offer.

4.3.2 Viewing the Competitive Event

Bidders shall log into the Competitive Event at <https://eec.Co-exprise.com/marketplace/> at least 15 minutes before Competitive Event opening time. Bidders may not be permitted to provide a Price Offer in or view the Competitive Event from multiple locations. Only one user per Bidder will be permitted to submit Price Offers into the Competitive Event.

4.3.3 Bidder Identity

Co-exprise will assign generic labels to all Bidders in order to protect the identities of the Bidders.

4.3.4 Surrogate Bidding

Bidders who do not have access to the Internet should contact Co-exprise Market Operations at (724) 933-1180 and request to speak with an operations representative assigned to the Competitive Event to discuss alternatives for providing Price Offers.

4.3.5 Competitive Event Training

It is the Bidders responsibility to contact Co-exprise after the submission of the Submission of Qualifications to schedule training, at which time the Bidder will obtain user name and password. Training is available, subject to mutually agreeable scheduling with Bidders and Co-exprise in advance of the Competitive Event, for those Bidders that request such training. Bidders interested in scheduling such training should e-mail Brenda Rossman at brossman@Co-exprise.com.

4.4 Questions about the IFB

If a Bidder or a prospective Bidder has any questions relative to this IFB, the prospective Bidder shall submit the questions in writing via e-mail to the Contracting Officer at jolm.soderberg@dc.gov with copy to dcenergy@Co-exprise.com. The prospective Bidder shall submit questions no later than five (5) calendar days prior to the closing date and time indicated for this IFB. The Energy Purchaser will not consider any questions received less than five (5) calendar days before the date set for submission of Submission of Qualifications. The District Energy Purchaser will furnish responses promptly to all other prospective Bidders. An amendment to the IFB will be issued, if that information is necessary in submitting Submission of Qualifications, or if the lack of providing such information would be prejudicial to any other prospective Bidders. Oral explanations or instructions given before the award of the contract will not be binding.

4.5 Pre-Bid Conference

4.5.1 A pre-bid conference will be held at 10:00 a.m. on TBD at the District Office of Contracting and Procurement, 441 4th Street NW, Suite 720 North Washington, DC 20001. Bidders that are unable to attend may call in via telephone which will be provided. Prospective Bidders will be given an opportunity to ask questions regarding this IFB at the conference. The purpose of the conference is to provide a structured and formal opportunity for the Energy Purchaser to accept questions from Bidders on the IFB document as well as clarify the contents of the IFB. Attending Bidders shall complete the pre-bid conference attendance roster at the conference so that Bidder attendance can be properly recorded.

4.5.2 Impromptu questions will be permitted and spontaneous answers will be provided at the Energy Purchaser's discretion. Verbal answers given at the pre-bid conference are only intended for general discussion and do not represent the District Energy Purchaser's final position. All questions shall be submitted in writing following the close of the pre-bid conference but no later than ten calendar days before the date set for submission of Submission of Qualifications in order to generate an official answer. Official answers will be provided in writing to all Bidders who are listed on the official Bidder's list as having received a copy of the IFB. Answers will also be posted on the OCP website at <http://www.ocp.dc.gov>

4.6 Familiarization with Conditions (Services)

Bidders shall thoroughly familiarize themselves with the terms and conditions of this IFB, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which the work is to be accomplished. Bidders will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

4.7 Withdrawal or Modification of Submission of Qualifications

A Bidder may modify or withdraw its Submission of Qualifications upon written, telegraphic notice, or facsimile transmission if received at the location designated in the IFB, but not later than the exact time set for submission of Price Offers. Once submitted online, a Bidder may not withdraw a Price Offer unless the District Energy Purchaser or Co-exprise believes, in their sole opinion, that such Price Offer was submitted in error (e.g., the District or Co-exprise believes that a Price Offer was submitted incorrectly during the Online Action due to a data entry error, a software problem, or a hardware problem).

4.8 Late Submissions, Late Modifications, and Late Withdrawals

4.8.1 Submission of Qualifications, modifications to Submission of Qualifications, or requests for withdrawals that are received in the designated District Energy Purchaser office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The Submission of Qualifications or modification thereto was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of the Submission of Qualifications; or
- b. The Submission of Qualifications or modification thereto was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the IFB was caused by mishandling by the District after receipt.

4.8.2 Postmarks

The only acceptable evidence to establish the date of a late Submission of Qualifications, late modification or late withdrawal thereof sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or

on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the Submission of Qualifications, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the Submission of Qualifications shall be considered late unless the Bidder can furnish evidence from the postal authorities of timely mailing.

4.8.3 Late Submissions

A late Submission of Qualifications, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

4.8.4 Late Modifications

A late modification of a successful Submission of Qualifications which makes its terms more favorable to the Energy Purchaser will be considered at any time prior to award and may be accepted.

4.8.5 Late Submission of Qualifications

A late Submission of Qualifications, late modification or late withdrawal of a Submission of Qualifications that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful Bids resulting from this IFB.

4.9 Hand Delivery or Mailing of Phase I Submission of Qualifications

DELIVER OR MAIL THE SUBMISSION OF QUALIFICATIONS TO:
Office of Contracting and Procurement
Bid Room
441 4th Street, NW
Suite 703 South
Washington, D. C. 20001

4.10 Errors in Submission of Qualifications

Bidders are expected to read and understand fully all information and requirements contained in the IFB; failure to do so will be at the Bidder's risk.

4.11 Failure to Submit Submission of Qualifications

Recipients of this IFB not responding with a Submission of Qualifications should not return this NE. Instead, they shall advise the Contracting Officer, Office of Contracting and Procurement, 441 4th Street, NW, Suite 700 South, Washington, DC 20001, by letter or postcard whether they want to receive future IFEs for similar requirements as well as advise the Contracting Officer, Office of Contracting and Procurement, of the reason for not submitting a Submission of Qualifications in response to this NE. If a recipient does not submit a Submission of Qualifications and does not notify the Contracting Officer, Office of Contracting and Procurement, that future IFBs are desired, the recipient's name may be removed from the applicable mailing list.

4.12 Signing of Submission of Qualifications

- 4.12.1 The Contractor shall sign the Submission of Qualifications and print or type its name on the Solicitation, Offer and Award form of this IFB. Each Submission of Qualifications shall show a full business address and telephone number of the Bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes shall be initialed by the person signing the Submission of Qualifications. Submission of Qualifications signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.
- 4.12.2 All correspondence concerning the Submission of Qualifications or resulting contract(s) will be e-mailed to the addresses shown on the Submission of Qualifications in the absence of written instructions from the Bidder or Contractor to the contrary. Any Submission of Qualifications submitted by a partnership shall be signed with the partnership name by a general partner with authority to bind the partnership. Any Submission of Qualifications submitted by a corporation shall be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a Submission of Qualifications rejection.

4.13 Acknowledgment of Amendments

The Bidder shall acknowledge receipt of any amendment to this IFB (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose; or (c) by letter or telegram, including mailgrams. The District shall receive the acknowledgment by the date and time specified for receipt of Submission of Qualifications. Bidder's failure to acknowledge an amendment may result in rejection of the Submission of Qualifications.

5. AWARD PROCESS

5.1 Method of Award

The District's Contracting Officer and the Contracting Officer or authorized representative of each participating jurisdiction shall notify the lowest bidder(s) by a letter of intent and/or public posting of intended vendor award (in the form attached hereto as Attachment D) within 24 hours after the Competitive Event has ended. The District's Contracting Officer will recommend to Council the Price Offer and confirm the availability of funds to purchase the Natural Gas Supply. A contract(s) will follow the issuance of the District's letter of intent after the District's Contracting Officer obtains the required approval to execute such contract(s).

5.1.1 Participating Jurisdictions

The Contracting Officer of each participating jurisdiction shall notify the lowest bidder(s) by letter of intent, acceptance agreement, notice of award or posting of award within 24 hours after the Competitive Event has ended. Those jurisdictions that require approval of the government body will issue a contract once appropriate approval has been obtained.

5.1.2 The District reserves the right to accept/reject any/all Submission of Qualifications resulting from this IFB. The Contracting Officer may reject all Submission of Qualifications or waive any minor formality or irregularity in Submission of Qualifications received whenever it is determined that such action is in the best interest of the District.

5.1.3 Contractors are advised that the District is under no obligation to accept pricing received through each Competitive Event and may elect not to award supply contracts if they are deemed not to be in the best interest of the District.

5.1.4 The District contemplates award of a one year or multi-year requirements type contract(s), with payments based on unit prices to the responsive and responsible Bidder(s) who has the lowest Price Offer.

6. NATURAL GAS SUPPLY SPECIFICATIONS

6.1 DEFINITIONS

- 6.1.1 Applicable LDC Tariff Rates: Current tariff rates, files by the LDC's with its regulatory authority, including monthly approved adjustments, such as balancing charges, etc.
- 6.1.2 Basis Citygate: The line item of price associated with transporting the Natural Gas Supply from the well head (the beginning transportation location for the Natural Gas Supply) to the Citygate which includes supplier margin, wholesale broker fees, and all costs associated with the transportation of Natural Gas Supply from the well head to the Citygate including balancing charges associated with Interstate/Intrastate pipelines, Shrinkage, storage fees, nominating costs, and pooling charges associated with Interstate and Intrastate pipelines. No other costs will be considered for the Basis Citygate.
- 6.1.3 Basis Burnertip: The line item of price associated with transporting the Natural Gas Supply that includes the Basis Citygate plus any applicable LDC fees not directly billed to the Energy Purchaser associated with the delivery of Natural Gas Supply from the Citygate to the Burner Tip such as balancing, pooling, and storage fees. No other costs will be considered for the Basis Burnertip.
- 6.1.4 BCF: Unit of measure of Gas Supply equal to one billion cubic feet or ten million therms.
- 6.1.5 Billing Period: Period of time not less than 27 and no more than 32 days.
- 6.1.6 Burnertip: Indicates the point of use for Natural Gas Supply at the Energy Purchaser's facility.
- 6.1.7 Citygate: The point at which the LDC accepts the Natural Gas Supply into their system.
- 6.1.8 COG: Council of Governments.
- 6.1.9 COG Energy Purchasers: All members of COG that enter into a contract to purchase Natural Gas Supply under this IFB.
- 6.1.10 Competitive Event: Both the manual pricing and the online reverse auction.
- 6.1.11 Contractible: means a Price Offer, defined in Section 4.2, and submitted by a Bidder that the District can elect to accept as the price that will apply to the Natural Gas Supply without further bidding.

- 6.1.12 Contracting Officers: The specific person in each jurisdiction with the authority to enter into, administer, and/or terminate contracts, as well as to make related determinations and findings and issue task orders pertaining to such contracts on behalf of the District as well as participating COG Energy Purchasers. The Contracting Officer for the District is identified in Section 7.7 and in Attachment G for COG Energy Purchasers.
- 6.1.13 Consultant Fee: A fee that is paid to the District for consulting services in the form of coordinating and facilitating the purchase of Natural Gas Supply by the Energy Purchasers.
- 6.1.14 DecaTherm: A measurement for Natural Gas Supply that is equal to 10 Therms and approximately one million (1,000,000) BTUs.
- 6.1.15 Delivery Point: for Natural Gas Supply shall be the LDC's Citygate which is that point at which the LDC takes possession of the Natural Gas Supply for final delivery to the meter(s) of the specific facilities identified in Attachment B of this IFB. This same Delivery Point shall be where the District as well as COG participant takes title to the Natural Gas Supply.
- 6.1.16 District Energy Purchaser: The participant representing all facilities managed by D.C. Office of Property Management.
- 6.1.17 Dual Billing: means the Contractor submits an invoice for actual usage along with an itemized listing showing the usage by meter.
- 6.1.18 Energy Purchaser: The District of Columbia Office of Contracting and Procurement on behalf of the Office of Property Management and COG participants who enter into a Natural Gas Supply contract under this IFB.
- 6.1.19 Firm Service: A type of Natural Gas Supply service where the Bidder agrees to provide the Energy Purchaser with a supply of Natural Gas Supply that is available without interruption at all times during the term of the agreement to provide such Natural Gas Supply. This Natural Gas Supply service cannot be interrupted during adverse conditions, such as periods of high demand.
- 6.1.20 Force Majeure: Events not reasonably anticipated or within the control of the claiming party such as, but not limited to, acts of God, acts of the public enemy, actions of governments or regulatory bodies, future changes in laws, rules, regulations, or utility practices/failure.
- 6.1.21 Full Requirements: Contractor agrees to sell and deliver 100% of requirements of Natural Gas Supply to the Delivery Points listed in Attachment B.
- 6.1.22 Henry Hub: is the pricing point for natural gas futures contracts traded on the New York Mercantile Exchange (NYMEX).
- 6.1.23 Interruptible Service: A type of Natural Gas Supply where the LDC can temporarily suspend delivery of Natural Gas Supply to an Energy Purchaser in

order to meet the demands of customers who purchased Firm Service. Interruptible Service may be used by Energy Purchasers who can either accommodate interruption or switch temporarily to alternative fuels.

- 6.1.24 LDC: means local distribution company.
- 6.1.25 Lot or Lotting Group: is an account or a grouping of accounts based on any common attributes (ownership of accounts, location of accounts, contract type and contract length that make such groupings a logical aggregation on which Bidders can submit Price Offers.
- 6.1.26 Maximum Monthly Consumption Amount: The maximum amount of Natural Gas Supply an account or group of accounts set forth in Attachment B can consume during a Billing Period without being subject to a market price adjustment or penalty. The Maximum Monthly Consumption Amount shall be based on the aggregated Estimated Usage of Natural Gas Supply for all participating jurisdictions.
- 6.1.27 Minimum Monthly Consumption Amount: The minimum amount of Natural Gas Supply an account or group of accounts set forth in Attachment B can consume during a Billing Period without being subject to a market price adjustment or penalty. The Minimum Monthly Consumption Amount shall be based on the aggregated Estimated Usage of Natural Gas Supply for all participating jurisdictions.
- 6.1.28 Natural Gas Supply: The supply of any mixture of hydrocarbons and non-combustible gases in a gaseous state, consisting primarily of methane, which meets pipeline standards.
- 6.1.29 Nominating: The requirement to match the amount of Natural Gas Supply scheduled for a given period to that actually consumed at specified LDC Delivery Points.
- 6.1.30 NYMEX Price: The price of Natural Gas Supply published on the NYMEX (Henry Hub) index for the applicable forward month(s) that are being locked in by the Energy Purchaser at a fixed price ("NYMEX Forward Month Contract"). Unless otherwise approved in writing by the Energy Purchaser, the price of the Natural Gas Supply for the NYMEX Forward Month Contract shall not exceed the NYMEX (Henry Hub) index price published as of the exact date and time that is reflected on the Energy Purchaser's written communication to the Contractor directing the Contractor's Pricing Desk to execute a NYMEX Forward Month Contract. For Energy Purchasers that are executing a NYMEX Forward Month Contract at any time during the contract term, including within twenty four (24) hours of the accepted Price Offer, the Contractor shall complete a written confirmation that includes, among other things, the price of the applicable

NYMEX Forward Month Contract (the "Transaction Confirmation") in the form of Attachment H attached hereto.

- 6.1.31 Price Offer: means the competitive price/ therm that the Bidder(s) submits either by a manual paper offer or during the on-line reverse auction.
- 6.1.32 Pricing Desk: Natural Gas Supply trading desk or similar functional performed by the Contractor, or Contractor's agent, that will be responsible for providing and locking in the real time NYMEX Price for Energy Purchasers throughout the term of the agreement.
- 6.1.33 Single Billing: means the Contractor is paid for Natural Gas Supply delivered under the contract through monthly utility bills rendered by the LDCs for each account included in this contract in accordance with LDCs billing procedures which are fully regulated by the District of Columbia Public Service Commission (DCPSC) for accounts in the District of Columbia and PSC of Maryland and Virginia for accounts in these states.
- 6.1.34 Shrinkage: The difference between the sums of all input quantities of Natural Gas Supply received into the transporter's system and the sum of all output quantities of Natural Gas Supply delivered from the transporter's system. The difference shall exclude Energy Purchaser-used Natural Gas Supply and shall include, but not be limited to Natural Gas Supply vented, storage losses, and as a result of an event of Force Maj eure.
- 6.1.35 Therm: A measurement for Natural Gas Supply that is equal to approximately one hundred thousand (100,000) British Thermal Units (BTUs).
- 6.1.36 VFOIA: The Virginia Freedom of Information Act, located § 2.2-3700 et. seq. of the Code of Virginia, guarantees citizens of the Virginia and representatives of the media access to certain public records held by public bodies, public officials, and public employees.

6.2 REQUIREMENTS

The Contractor(s) shall be responsible for the following duties:

- a) Provision of Firm Natural Gas Supply for delivery to the Energy Purchasers.
- b) Manage, nominate and schedule transportation service with the LDC to the Citygate and Burner Tip, as applicable, for the Energy Purchasers;
- c) Communicate directly with the LDC(s) to balance schedule and actual receipt and delivery for the Energy Purchasers Natural Gas Supply pursuant to the LDC's transportation service agreement and this Agreement; and
- d) The Contractor(s) shall assign a Senior Account Manager that has authority to resolve any problems as well as to coordinate the Contractor(s) actions with the LDC and the agency point of contact for the Energy Purchasers accounts. The Contractor(s) shall have a local or toll free phone number.
- e) To perform all other incidentals necessary to execute the duties set forth in subsections (a), (b), (c) and (d) above.

6.2.1 Firm Accounts: The Contractor(s) shall provide all Natural Gas Supply to facilities included in this IFB which are identified as Firm requirements and guaranteed for delivery by the Contractor to the Delivery Point. The Contractor(s) shall be liable for all penalties assessed by the LDC to facilities for the non-delivery of the requirements. The Contractor(s) shall provide the Natural Gas Supply under this contract in conformance to the tariff of the applicable LDC at the Delivery Points for the accounts referenced in Attachment A.

6.2.2 Interruptible Accounts: The Contractor(s) shall notify the COTR's for the District as well as all COG participating jurisdictions that are under interruptible supply agreements with the LDC(s), by telephone of impending interruptions called by the LDC(s) requiring a switch to alternative fuels and shall follow up with written notification sent by facsimile to the participating jurisdiction at the time of the interruption begins. Twenty-four hour initial notification shall be given, when possible, prior to curtailment. Similarly, the Contractor(s) shall notify the COTRs for the District as well as all COG participating jurisdictions when interruption called by the LDC(s) has ceased, and follow up with written notification sent by facsimile to the using agencies detailing the time the full flow was resumed and the volumetric impact of the interruption on the participating jurisdiction.

6.2.3 Continuity of Service

The Contractor shall be responsible to coordinate with the LDC as necessary to resolve issues related to the LDC's regulated services and to ensure the reliable provision of Natural Gas Supply to the facilities included in this contract. Metering services shall continue to be provided by the LDC.

6.2.4 Nominating and Balancing Responsibilities

The Contractor shall be responsible to conduct all required nominations on behalf of the facilities specified herein. The Contractor shall be fully familiar with the balancing, line loss and line loss policies of both the LDC and the interstate/intrastate pipeline companies. Any costs and/or penalties for shortfalls, overages, balancing, equalizations, billing penalties to any other related costs is the responsibility of the Contractor and shall not be passed on to the District or any other participating jurisdiction..

6.2.5 Credit for Default Service

The Contractor shall be responsible, if at any time, unless under a condition of Force Majeure as defined herein, an account covered by this IFB is forced to accept Natural Gas Supply from an alternative source, including, without limitation, default service from the LDC serving in its capacity as the utility supplier of last resort, the Contractor shall be responsible for payment of any additional Natural Gas Supply costs incurred.

6.2.6 Adding and/or Removing Facilities to this Contract

6.2.6.1 The Contractor shall extend the full terms and conditions of contract to additional Purchasers. In that event, the Purchaser shall provide the Contractor with the Purchaser's Natural Gas Supply requirement. Adding a Purchaser shall be accomplished by the bilateral execution between the Contractor and the applicable jurisdiction of a contract or a task order

issued by the applicable Purchaser. The Natural Gas Supply price for new Purchasers to this contract will be established by using the same structure or formula as the initial contract price.

6.2.6.2 During the course of the contract period, the Energy Purchasers may elect to remove, change or add facilities. The Contractor shall extend the full terms and conditions and initial pricing of this contract to additional facilities for each Energy Purchaser that was original to this IFB, as long as the usage of these additional facilities are within the Maximum Monthly Consumption Amount of the meters being removed or replaced. If the usage of the Energy Purchasers additional facilities exceeds the Maximum Monthly Consumption Amount of the accounts it is replacing, the Contractor shall extend the terms of this agreement to such additional facilities; provided however, the pricing will be established by using the current market price and or same formula as the initial contract price. Adding these additional facilities shall be accomplished by the bilateral execution between the Contractor and the applicable jurisdiction of a contract modification or a task order issued by the applicable Energy Purchaser.

6.2.7 Switching Accounts

The Contractor(s) shall be responsible for switching each applicable Energy Purchaser account when appropriate to implement an award from the then-current supplier of Natural Gas Supply (LDC or third-party supplier) to Contractor and fulfilling any obligations with the LDC to that end.

6.2.8 Government Priority

The Contractor(s) shall provide priority for the Natural Gas Supply to the entities participating in this IFB over any commercial entity that is a customer of the Contractor if there is a restriction or limitation in availability of the Natural Gas Supply during the term of the awarded contract.

6.2.9 Contract(s) Pricing Options

Bidders shall provide pricing, which shall include the Co-exprise Fee for the following pricing options:

- i. **NYMEX** Price plus Basis Citygate: A contract type that consists of two (2) separate line item prices (i) NYMEX Price and (ii) Basis Citygate based on the Estimated Usage of Natural Gas Supply and peak, off-peak, weekends, and holiday usage. The Basis Citygate price shall be determined on the date of the Competitive Event and shall remain fixed throughout the contract term as the NYMEX Price is locked in throughout the contract term in accordance with Section 6.2.10
- ii. NYMEX Price plus Basis Burnertip: A contract type that consists of two (2) separate line item prices (i) NYMEX Price and (ii) Basis Burnertip based on the Estimated Usage of Natural Gas Supply and peak, off-peak, weekends, and holiday usage. The Basis Burnertip price shall be determined on the date of the

Competitive Event and shall remain fixed throughout the contract term as the NYMEX Price is locked in throughout the contract term in accordance with Section 6.2.10.

6.2.10 Locking In Forward Months: The number of times per calendar year during the contract term that an Energy Purchaser may lock in the NYMEX Price shall not exceed four (4). On a weekly basis, Contractor shall provide each Energy Purchaser, or the agent designated by the Energy Purchaser, market information regarding the NYMEX Prices including, without limitation, forward month prices, monthly settlement price, and index pricing. If Energy Purchaser has not locked in a NYMEX Price for a given month during the term of the agreement, Energy Purchaser will be charged the NYMEX settlement price for said month as published on the NYMEX (Henry Hub) index for such month. For Energy Purchasers that are executing a NYMEX Forward Month Contract at any time during the contract term, including within twenty four (24) hours of the accepted Price Offer, the Contractor shall complete a Transaction Confirmation.

7. CONTRACT TERMS AND CONDITIONS

7.1 REQUIREMENTS CONTRACT

The District Energy Purchaser contemplates award of one year or multi-year requirements contract(s), with payments based on fixed unit prices.

7.1.1 The District will purchase its requirements for their Natural Gas Supply included herein from the Contractor(s). The data fields' defining the District's historic usage is listed in Attachment B and the estimated annual usages and a summary of other data for each account is also listed in Attachment B. The estimate shall not be construed as a representation that the estimated usage will be required, or that conditions affecting requirements will be stable. In accordance with the terms and conditions set forth herein, the estimated usage shall not be construed to limit the quantities which may be consumed by the District or to relieve the Contractor(s) of its obligation.

7.1.2 Each participating jurisdiction has provided their Natural Gas Supply account numbers as specified in Attachment B to this IFB. This IFB will include accounts from three LDC's, Baltimore Gas Electric, Washington Gas Light, and Columbia Gas. Prior to the Competitive Event, Bidders are authorized to contact the various LDC's for historical information needed to respond to this IFB. The historical information obtained through the LDCs will not indicate the actual quantity which will be ordered, since such volumes will depend upon requirements which developed during the life of the contract. Notwithstanding any historical information obtained, the Contractor shall be required to provide sufficient Natural Gas Supply to meet all needs of the District and the contracted members of the resultant contract(s) during the terms of the contract(s) and its obligation shall be in no way defined or limited by the quantities set forth herein. There shall be no minimum purchases required at any single location at any time during the life of the contract(s).

7.2 APPLICABLE DOCUMENTS:

The Contractor shall provide services in accordance with the applicable documents listed in the applicable portion of the following documents:

Item No.	Document Type	Title	Date
1	Tariffs	Baltimore Gas Electric Washington Gas Light Columbia Gas	
2	U.S. Code	Energy Policy Act of 2005; Federal Energy Regulatory Commission (FERC); (www.ferc.gov/legal/maj-ord-reg-fed-sta/ene-pol-act.asp)	August 5, 2005

7.3 DELIVERIES OR PERFORMANCE:

7.3.1 TERM OF CONTRACT

The term of the contract shall be for a period of one, two, or three years. The contract start date for the District as well as all COG Energy Purchaser accounts is listed in Attachment B. The contract end date shall be the TBD, for each Energy Purchaser account listed in Attachment B. The Contractor(s) shall ensure that the delivery start date complies with the applicable terms and any penalties resulting from missing the applicable required service start date shall be borne by the Contractor(s).

7.3.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

7.3.2.1 The District may extend the term of the contract for a period from four (4), three (3), or two (2) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least one hundred twenty (120) days before the contract expires, and provided that the District and the Contractor agree to the terms and conditions of such extension. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the one hundred twenty (120) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

7.3.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

7.3.2.3 The price for the option period(s) shall be negotiated no later than ninety (90) days prior to the end of the initial term or any option terms. The price for the option period shall be competitive to the prices available through NYMEX or other Natural Gas Supply indexes available.

7.3.2.4 The total duration of the contract, including the exercise of any options under this clause, shall not exceed five (5) years.

7.4 CONTRACT ADMINISTRATION DATA

7.4.1 BILLING

Each Energy Purchaser shall have the right to select from the following billing options.

7.4.1.1 Dual Billing: the applicable Energy Purchaser (has the option to pay by Credit Card) will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract. The Energy Purchaser will pay the

Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

7.4.1.2 Single Billing: the Contractor shall base all invoicing on metered quantities at the Entities meter. If estimated usage values are used, the Contractor shall adjust all estimated usage values to actual metered consumption levels no later than 3 months after an estimated usage data is used to access billing. For the purpose of this contract, the Energy Purchaser shall pay the Contractor through monthly utility bills rendered by the LDC for each account included in this contract in accordance with the LDC's billing procedures which are fully regulated by the Public Service Commissions for the various jurisdictions. It shall be the Contractor's responsibility to understand the specific details regarding the LDC's requirements for billing. It shall also be the Contractor's responsibility to ensure that proper reimbursement for Natural Gas Supply delivered to the Delivery Point is obtained from the LDC in accordance with applicable procedures of the appropriate regulatory bodies. Payment to the utility pursuant to this contract shall be made no later than 30 days after the Entity's receipt of a proper invoice from the LDC. Charges for late payment of invoices, other than as prescribed in this contract, or by the PSC with respect to regulated public utilities, as applicable, are prohibited.

7.4.2 INVOICE SUBMITTAL

7.4.2.1 The Contractor shall allow the Entities at the start of this contract the option of having Dual or Single Billing. If Single Billing is selected by the Entities, it shall be the Contractor's responsibility to understand the specific details regarding the LDC's requirements for billing. It shall also be the Contractor's responsibility to ensure that proper reimbursement for Natural Gas Supply delivered to the Delivery Point is obtained from the LDCs in accordance with applicable procedures of the appropriate regulatory bodies. Payments to the Utility or payments made direct to the Contractor pursuant to this contract shall be made no later than 30 days after the Entity's receipt of a proper invoice from the LDCs or the Contractor. Charges for late payment of invoices, other than as prescribed in this contract, or by the PSCs with respect to regulated public utilities, as applicable, are prohibited.

7.4.2.2 The Contractor shall base all invoicing on metered quantities at the customer meter. If estimated usage values are used, the Contractor shall adjust all estimated usage values to actual metered consumption levels no later than 3 months after an estimated usage data is used to assess billing.

7.4.2.3 If Dual Billing is selected, the Contractor shall submit proper invoices on a monthly basis by electronic billing or as otherwise specified in Section 7.5. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the applicable Contracting Officer's Technical Representative (COTR) specified in Section 7.9 below.

The single billing address for all District of Columbia accounts included in this contract is:

Barbara Jumper
Office of Finance and Resource Management
441 4th Street, NW, Suite 890N
Washington, DC 20001
Phone: (202) 727-0333
Fax: (202) 727-
Barbara.Jumperdc.gov

Billing addresses for each participating jurisdiction will be provided at time of contract award by each jurisdiction directly

7.4.2.4 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

- (i) Contractor's name, Federal tax ID, and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- (ii) Contract number and invoice number;
- (iii) Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- (iv) Other supporting documentation or information, as required by the Contracting Officer;
- (v) Name, title, telephone number, and complete mailing address of the responsible official to whom payment is to be sent;
- (vi) Name, title, and phone number of person preparing the invoice;
- (vii) Name, title, phone number and mailing address of person (if different from the person identified in (vi) above) to be notified in the event of a defective invoice; and

7.5 PAYMENT

Unless otherwise specified in the contract, the Energy Purchaser shall be obligated to pay Contractor upon delivery and consumption of the Natural Gas Supply. The Energy Purchaser shall have the option to pay by purchase card.

7.6 ASSIGNMENT OF CONTRACT PAYMENTS

- 7.6.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- 7.6.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- 7.6.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice shall refer to the assignment and shall show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____
Make payment of this invoice to _____
(Name and address of assignee).

7.7 CONTRACTING OFFICER (CO)

Contracts and task orders pertaining to the IFB may be entered into and signed on behalf of the District as well as participating jurisdictions Contracting Officers. The name, address and telephone number of the Contracting Officer for the District is:

John Soderberg
Contracting Officer
Office of Contracting and Procurement
441 4th Street, NW, Suite 720 North
Washington, DC 20001
Phone: (202) 727-0821
Fax: (202) 727-0814
John.Soderberg@dc.gov

The Contracting Officer for participating jurisdictions will be identified in Attachment G.

7.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- 7.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- 7.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- 7.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof

7.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

7.9.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The Districts COTR for this contract is:

Dr. Anthony Jiminez
Utilities Management Specialist
Office of Property Management
441 4th Street, NW, Suite 1100
Washington, DC 20001
Phone: (202) 724-3999
Fax: (202)
Anthony.Jiminez@dc.gov

Other participating jurisdictions COTR's are identified in Attachment G.

7.9.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

7.9.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

7.10 ORDERING CLAUSE

7.10.1 Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued during the term of this contract.

7.10.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

7.10.3 If mailed, a delivery order or task order is considered "issued" when the Energy Purchaser deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

7.11 FEES

7.11.1 Fee Schedule:

The Bidder hereby agrees to include the following fees in the Bidder's Natural Gas Supply Price Offer for all accounts included in any Competitive Event under this IFB and contract. The fees shall be paid as follows:

7.11.2 **Co-exprise** Fee:

The Co-exprise sourcing fee is \$0.00495 per Therm ("Co-exprise Fee"). Pursuant to the Fee Agreement between Contractor and Co-exprise (see attachment F), Bidders which receive contracts from any Energy Purchaser under this IFB will pay to Coexprise on a monthly basis for all Natural Gas Supply that has been consumed and for which contractor(s) has received payment from the applicable Entities. The contractor(s) shall make the first payment to Co-exprise within 30 calendar days of receiving first payment from the applicable Energy Purchaser. Subsequent payments should occur every month and cover payment for all Natural Gas Supply consumed and paid for up to the end of the month most recently ended, but no later than 30 days of receiving payment for such month. Payment is to be made payable to Co-exprise, Inc. and sent to:

Co-exprise - Accounts Receivable
6000 Brooktree Road, Suite 200
Wexford, PA 15090

The contractor(s) shall be responsible for providing to the District and Co-exprise a summary accounting of the monthly fees collected and monthly volume of Natural Gas Supply delivered per account on or before the 25th of each month.

7.11.4 Fee Payment Provision:

7.11.4.1 Co-exprise will notify the District Contracting Officer or designee, within thirty (30) days after the payment due date if payment has not been received from the contractor(s). No action will be taken by the District if notice of nonpayment has not been received by the District Contracting Officer or designee within the thirty day period and Co-exprise shall be deemed to have waived its right to have the District withhold payment. This notice will certify to the District the amounts due to Co-exprise and the months they are due for supported by the appropriate calculations and back-up material. The District will communicate to the contractor(s) and will advise the contractor(s) of the situation including a copy of Co-exprise's notice. If within ten (10) days of the District providing notice, the Contractor has not paid or otherwise satisfactorily resolved the non-payment issue, the District shall have the unilateral and unequivocal right to withhold, deduct, or offset from amounts due to the contractor(s) an amount equal to the amount owed to Co-exprise. The Contractor may, within ten (10) days of the receipt of the notice of proposed deduction, present to the Contracting Officer or designee documentation that substantiates payment was made to Co-exprise. Failure to respond within the ten-day period will be deemed to mean that the contractor(s) accepts the deduction. The District will subsequently disburse and distribute this deduction amount to Co-exprise. The District will also be entitled to withhold from payments due to the Contractor an amount sufficient to cover its administrative costs of withholding and making such distributions should it ever be required to exercise this contract provision. This amount shall be up to \$250.00 per deduction required.

7.11.4.2 The District is not committing or agreeing to be a guarantor of payments due to Co-exprise, nor will it assume any direct or indirect financial liability for payments to Co-exprise. The District will not be required to incur any cost or expense to resolve matters that are purely a dispute between the contractor(s) and Co-exprise. The District is merely providing a mechanism by which it can, at its sole option, provide for payment of money due to Coexprise from the contractor(s). The District receives a benefit from the inclusion of this contractual language, based on lower risk of nonpayment to Co-exprise.

7.11.4.3 In addition to the right to withhold from the contractor(s) and to pay the Co-exprise Fee as provided in this provision, if litigation has been commenced in a court of record arising from amounts alleged to be due to Co-exprise, the District shall also have the unilateral right to pay the amounts claimed due into the court pending the outcome of litigation, and the amounts paid into court shall be distributed as ordered by the court.

7.11.4.4 The parties agree that the District shall have the right, but at no obligation, to inspect contractor(s) record and conduct audits and obtain records of payment and accounts from the contractor(s), its subcontractors or others in order to verify that invoices, amounts of Natural Gas Supply provided and other data pertinent to the District's conduct of its business and cost of service is provided to the District and is accurate and correct.

7.11.4.5 A deduction from the contractor(s) contract pursuant to this clause shall not constitute a default by the District under contract. These remedies are not exclusive and are in addition to any remedies which may be available under this contract or at law or equity. Both Co-exprise and the Contractor agree that should the District ever be required to exercise this clause that they shall hold harmless and indemnify the District from any loss, damage, injury, cost or expense that it may suffer as a result of having invoked this clause.

7.12 SPECIAL CONTRACT REQUIREMENTS

7.12.1 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

7.12.2 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection 7.9

who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the repeatability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

Contracts awarded by Virginia jurisdictions as a result of this solicitation shall be subject to the provisions of the VFOIA.

7.13 CONTRACT CLAUSES

7.13.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 ("SCP") (Attachment E) are incorporated as part of the contract resulting from this IFB, except for Sections 2, 3, 4, 5, 6, 23, 24, and 25 of the SCP, which are specifically excluded and of no legal force or effect on the contract.

Contract provisions applicable to all participating Virginia jurisdictions (Attachment E) are incorporated as part of the contract resulting from this IFB.

7.13.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations. Multiyear contracts can be cancelled or terminated if funds are not available for the continuation of the subsequent fiscal year.

7.13.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

7.13.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

7.13.5 ORDER OF PRECEDENCE

Any inconsistency in this IFB shall be resolved by giving precedence in the following order: the Bidding Procedures (Section 4), Natural Gas Supply Specifications (Section 6), the Special Contract Requirements (Section 7.12), the Contract Clauses (Section 7.13), and the SCP.

7.13.6 CONTRACTS IN EXCESS OF \$1 MILLION DOLLARS

No contract in excess of \$1,000,000 shall come into existence or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

7.13.7 PRE-AWARD APPROVAL

The award and enforceability of this contract is contingent upon approval of the Council of the District of Columbia. In accordance with D.C. Official Code §2301.05a, the Mayor must submit to the Council for approval any contract action over one million dollars within a 12-month period. In accordance with D.C. Official Code §2-301.05a and §1-204.51(c), the Council of the District of Columbia must approve award of any contract that has obligations that extend beyond the fiscal year for which appropriated.

7.13.8 ESTIMATED QUANTITIES

The District intends to secure a contract for all of the needs of the designated agencies for items specified herein "Attachment A" which may occur during the contract term. The District agrees that it will purchase its requirements of the articles or services included herein from the contractor(s). Articles or services specified herein have a history of repetitive use in the District agencies. The estimated quantities stated in the IFB reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the contractor(s) by the District or to relieve the contractor(s) of his obligation to fill all such orders. Orders will be placed from time to time if and when needs arise for delivery, all charges prepaid, to the ordering agency. The District does not guarantee to order any specific quantities of any item(s) or work hours of service.

7.13.9 TAX CERTIFICATION

Each Bidder shall submit with its Submission of Qualifications, a sworn Tax Certification Affidavit, incorporated herein as Attachment C.

7.13.10 DISTRICT RIDER CLAUSE FOR OTHER JURISDICTIONS USE OF CONTRACT BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the resultant contract, the terms set forth in the resulting contract will be extended to any or all of the listed members as designated by this rider to purchase Natural Gas Supply at the then-current market price at the time of the member's election to participate in accordance with the terms of the IFB.
- B. Any member electing to participate will place its own order(s) directly with the Contractor. There shall be no obligation on the part of any member to utilize the contract.
- C. A negative reply will not adversely affect consideration of your Submission of Qualifications.
- D. Contractors shall notify the members shown below of the availability of the contract.
- E. Each participating jurisdiction has the option of executing a separate contract with the contractor(s). Contracts entered into with a participating jurisdiction may

contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the contractor(s), the contractor(s) may withdraw its extension of the award to that jurisdiction.

F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the contractor(s).

In pricing section of contract:

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES NO JURISDICTION

- Alexandria, Virginia
- Alexandria Public Schools
- Alexandria Sanitation Authority
- Arlington County, Virginia
- Arlington County Public Schools
- Bowie, Maryland
- Charles County Public Schools
- College Park, Maryland
- Culpeper County, Virginia
- District of Columbia
- District of Columbia Courts
- District of Columbia Public Schools
- District of Columbia Water & Sewer Auth.
- Fairfax, Virginia
- Fairfax County, Virginia
- Fairfax County Water Authority
- Falls Church, Virginia
- Fauquier County Schools & Government, Virginia
- Frederick, Maryland
- Frederick County, Maryland
- Gaithersburg, Maryland
- Greenbelt, Maryland
- Herndon, Virginia
- Loudoun County
- Loudoun County Public Schools
- Loudoun County Sanitation Authority
- Manassas, Virginia

YES NO JURISDICTION

- City of Manassas Public Schools
- Manassas Park, Virginia
- Maryland-National Capital Park & Planning Comm.
- Metropolitan Washington Airports Authority
- Metropolitan Washington Council of Governments
- Montgomery College
- Montgomery County, Maryland
- Montgomery County Public Schools
- Prince George's County, Maryland
- Prince George's Public Schools
- Prince William County, Virginia
- Prince William County Public Schools
- Prince William County Service Authority
- Rockville, Maryland
- Spotsylvania County Schools
- Stafford County, Virginia
- Takoma Park, Maryland
- Upper Occoquan Sewage Authority
- Vienna, Virginia
- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission
- Winchester, Virginia
- Winchester Public Schools

Bidder Name

7.13.11 Miscellaneous Conditions

By participating in this IFB and any corresponding Price Offers, Bidder hereby agrees to the following terms and conditions:

- a) Bidder acknowledges that it has received, read and understood the IFB and any updates thereto.
- b) Bidder agrees to submit Price Offers only through the Manual Price Offers (if requested) and Competitive Event with Co-exprise and not to submit Price Offers via any other mechanism.
- c) Bidder will prohibit unethical behavior and is expected to notify Co-exprise if Bidder witnesses practices that are counter-productive to the fair operation of the Competitive Event.
- d) Bidders experiencing difficulties during the Competitive Event shall notify Coexprise immediately. "Difficulties" include any event or problem, which interferes with the Bidder's ability to participate in the Competitive Event, and may include, but is not limited to, data entry errors, software problems, or hardware problems. Bidders will have five (5) minutes after a Lot goes into "Pending" status to notify Co-exprise of any problems. If Co-exprise judges that Bidder has been disadvantaged by a problem, Co-exprise will correct the problem and may return the Lot to "Open" status.
- e) Co-exprise shall not hold title to, handle the physical distribution of, nor be held liable for failures of any components, materials, services of Bidders.
- f) Co-exprise has final responsibility for all decisions regarding the operation of the Competitive Event. Co-exprise may suspend or cancel the Competitive Event at any time and without prior notification.
- g) Bidder hereby releases Co-exprise and the District from any liability with respect to the Competitive Event, including any conduct of Co-exprise or any Bidder in the Competitive Event, regardless of whether such liability arises under contract, tort or any other theory. Under no circumstances whatsoever will Co-exprise be liable for special, indirect, incidental or consequential damages in connection with this Agreement including, without limitation, lost profits or losses resulting from business interruption, even if Co-exprise has been advised of the possibility or likelihood of such damages.

7.13.12 No Warranty or Representation: Errors and Omissions.

This IFB contains certain projections and estimates with respect to current and future needs of the District. This information has been prepared in good faith, but is subject to change and cannot be warranted or represented to be accurate or complete. This IFB is provided for each Bidder's information only and in no way guarantees the underlying Natural Gas Supply. Information with respect to the Competitive Event process has been furnished by Co-exprise to the District, and is not warranted by the District Co-exprise. Bidders shall take no advantage of any apparent errors or omissions in the IFB documents. In the event that a Bidder discovers any error or omission, the Bidder shall immediately notify the Contracting Officer or Co-exprise (if the error or omission is related to the online Price Offer).

8. LIST OF ATTACHMENTS

Attachment	Title
A	Government of the District of Columbia Standard Contract Provisions for use with the Supply and Service Contract, dated March 2007.
B	List of Accounts, and Estimated Annual Usage List of Data Fields Defining the Usage of Entities Accounts (source data located at https://eec.Co-exprise.com/marketplace/).
C	District of Columbia Tax Certification Affidavit.
D	District of Columbia Letter of Intent.
E	Participating jurisdiction Methods of Awards: General Terms and Conditions Contracting Officers Solicitation, Offer, and Award
F	Fee Agreement.
G	Sample Manual Pricing Form(located at https://eec.Co-exprise.com/marketplace/)
H	Sample - Transaction Confirmation