

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption Electricity Services		Page of Pages 1 42	
2. Contract Number	3. Solicitation Number DCAM-2009-B-7003	4. Type of Solicitation <input checked="" type="checkbox"/> Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source	5. Date Issued 2/13/2009	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside - See Section B.3 <input type="checkbox"/> Open with Subcontracting Set Aside	
7. Issued by: Office of Contracting and Procurement 441 4th Street, NW., Suite 700 South Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement 441 4th Street, NW., Suite 703 South, Bid Room Washington, DC 20001		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 3 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 441 4th Street, NW, Suite 703S, Bid Room, Washington, bid counter located at DC until 2:00 PM local time March 16, 2009  
(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 Shafiq Choudhary	B. Telephone (Area Code) 202 (Number) 724-5116 (Ext)	C. E-mail Address <a href="mailto:shafiq.choudhary@dc.gov">shafiq.choudhary@dc.gov</a>
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### OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 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 checked="" type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> _____ Calendar days %
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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
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15B. Telephone (Area Code) (Number) (Ext)	15 C. Check if remittance address is different from above - Refer to Section G	17. Signature _____	18. Offer Date
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### 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)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date



## **1. OVERVIEW**

### **1.1 Summary**

The District of Columbia Office of Contracting and Procurement (the “District”), on behalf of the Office of Property Management (“OPM”) and the District Department of the Environment’s Energy Office (“DDOE”), is conducting an Invitation For Bid (“IFB”) to solicit Price Offers from qualifying electricity suppliers (“Bidders”) for the delivery of Electricity Supply for a term of one (1) to five (5) years.

The District anticipates that District Energy Purchasers, Municipal Aggregation Program “MAP” Energy Purchasers, and Council of Governments “COG” Energy Purchasers (defined herein), will be participating with the District in this IFB with their respective requirements. The District represents, and is contracting for, District Energy Purchasers and does not represent, nor is contracting for, MAP Energy Purchasers and COG Energy Purchasers. If MAP Energy Purchaser or COG Energy Purchaser enters into a contract(s) with the successful bidder(s) as a result of this IFB, the MAP Energy Purchaser or COG Energy Purchaser 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 any MAP Energy Purchaser or COG Energy Purchaser and the Contractor(s).

### **1.2 Goals**

#### **1.2.1 DISTRICT ENERGY PURCHASERS**

The primary goal of this IFB is for the District Energy Purchaser to achieve the best market price for Electricity Supply through the aggregation of the DC Government accounts managed by OPM.

#### **1.2.2 MAP Energy Purchasers**

*The District Energy Purchaser accounts are listed in Attachment A and represent an annual load of approximately 400,000,000 kilowatt hours.* Although the District only represents and contracts DC Government accounts DDOE coordinates a DC MAP that strategically aggregates the Electricity Supply for DC energy consumers specified in section 10.7.1 (“MAP Energy Purchasers”).

#### **1.2.3 COG Energy Purchasers**

Although this IFB only concerns the District Energy Purchasers’ accounts, the Metropolitan COG under the District Rider Clause for other Jurisdictions strategically aggregates the Electricity Supply of Metropolitan Washington governmental entities (“COG Energy Purchasers”).

### **1.3 IFB Procedure**

In accordance with the Bid 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 a Bid as described in Section 4. A Bid will consist of two parts:

- i. A Bid Package which the District Energy Purchaser will utilize to determine the Bidder's eligibility to participate in the Online Auction and
- ii. A Price Offer which the District Energy Purchaser will utilize to determine the competitiveness of each Bidder. The District Energy Purchaser will utilize 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**

On the day of the online auction, the District Energy Purchasers intend to issue a letter of intent and recommend the lowest qualified Bidder to the DC Council for contract approval; therefore, each Bidder shall be required to hold its offer until DC Council approval provided that such approval is provided before 5:00 p.m. the business day immediately following the conclusion of the online auction.

The Contractor(s) shall provide Electricity Supply for District Energy Purchasers, MAP Energy Purchasers, and COG Energy Purchasers that choose to enter into a contract(s) that resulted from the participation in this IFB and a Competitive Event. On the day of the Competitive Event, the District will issue a letter of intent (Attachment F) and recommend the lowest qualified Bidder 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 MAP Energy Purchasers and COG Energy Purchasers 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 MAP Energy Purchasers and COG Energy Purchasers (other than the District) is defined Section 10.7. The successful Bidder (the "Contractor") will provide the full requirements of Electricity Supply for the District Energy Purchaser.

## **2. ELIGIBILITY CRITERIA**

### **2.1 Licensing and Agreement Requirements**

In order to bid each Bidder must possess and submit the following with its Bid Package:

- i. Evidence that the Bidder is licensed by the District of Columbia Public Service Commission to provide Electricity Supply;
- ii. Evidence that the Bidder possesses a Federal Energy Regulatory Commission (FERC) power marketing license. Bidders must include FERC Docket No., Date of Application, and Date of Approval;
- iii. Evidence that the Bidder has firm transmission service agreements in the Bidder's name with the Pennsylvania, New Jersey, Maryland Interconnection, L.L.C ("PJM") for the interconnection points between the applicable Local

- Distribution Utility “LDU”, as defined in Section 6.1, system and PJM to effect delivery to the Delivery Points of the contract; and
- iv. Signed acceptance of the Fee Schedule. Attached herein as ATTACHMENT G.

**3. BID SCHEDULE**

**3.1 Bid Submission Date and Time**

**3.1.1 The Bid Package**

The Bid Package required by paragraph 4.1(excluding Price Offers) must be submitted no later than **2:00 PM EST on March 16, 2009.**

**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 Energy Purchaser, as the lead jurisdiction, or its agent at any time prior to the Online Auction – 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 Online Auction.

**3.2 Timeline**

Acting as the lead jurisdiction, the District Energy Purchaser has provided the following timeline for the steps involved in the Bid which may be updated at any time with notice at the following website address: <https://eec.co-exprise.com/marketplace/>

Advertising of the IFB	February 13, 2009
Bidder Conference	March 2, 2009
Bid Software Training	As Scheduled after February 13, 2009 through March 16, 2009
Deadline for Bid Package Submission	By 2:00 PM EST on March 16, 2009
Online Auction	As scheduled by District Energy Purchaser after March 16, 2009
Letter of Intent to Contract	By 2:00 PM EST on the day of the Online Auction
Contract Execution	30 from the issuance of Letter of Intent to Award Energy Contract

**4. BIDDING PROCEDURES**

**4.1 Preparation and Submission of Bids**

Bidders interested in participating in this IFB shall submit a “Bid” which consists of two parts:

- i. 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 (“Bid Package”) and
- ii. Contractible, as defined below, price bids by Bidders for the procurement of Electricity Supply by Energy Purchaser (“Price Offers”). Failure to submit all of the information listed in Section 4.1.1 in the Bid Package by the deadline for Bid Submission will disqualify any bidder from participation in this Competitive Event.

#### **4.1.1 Status of Bidder**

Each Bid Package must 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 copy of each District of Columbia license, registration or certification that the Bidder is required by law to obtain, as defined 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 Licensing and Agreement Requirements**

- i. Copy of the Bidders license from the District of Columbia Public Service Commission to provide Electricity Supply;
- ii. Copy of the Bidder Federal Energy Regulatory Commission (FERC) power marketing license. Bidders must include FERC Docket No., Date of Application, and Date of Approval; and
- iii. Evidence that the Bidder has firm transmission service agreements in the Bidder’s name with the PJM for the interconnection points between the applicable LDU system and PJM to affect delivery to the Delivery Points of this contract.
- iv. Signed acceptance of the Fee Schedule. (Attachment G).

#### **4.1.1.5 Tax Certification Affidavit**

A sworn Tax Certification Affidavit, attached herein as Attachment D.

## **4.2 Preparation and Submission of Price Offers**

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 auction on Co-eXprise technology (“Online Auction”) and may be required to submit Price Offers via e-mail or Co-

eXprise technology (“Manual Price Offers”). Bidders may be asked to provide Manual Price Offers at any time requested by the Contracting Officer prior to the Online Auction that serve to assist the Energy Purchaser in ascertaining market conditions and to determine the timing of Online Auction. The Online Auction provided by Co-eXprise is a means for Bidders to submit Price Offers to the Energy Purchaser utilizing a competitive, Internet-based, reverse auction transaction platform with real-time market feedback in accordance with the instructions set forth in this section. The Bidder must understand both the rules and the mechanics of the Co-eXprise Online Auction technology. This IFB and the corresponding Bids are the only venues by which the Energy Purchasers will accept pricing.

- 4.2.1** On the day of the Online Auction, the District Energy Purchaser intends to recommend the lowest Price Offer from a qualified Bidder.
- 4.2.2** The Manual Price Offers and the Price Offers submitted in the Online Auction are legally valid quotations without qualification.
- 4.2.3** Any Energy Purchaser may reject as non-responsive any Bid that fails to conform in any material respect to the IFB.
- 4.2.4** Any Energy Purchaser may also reject as non-responsive any Bid Package submitted on forms not included in or required by the IFB. Bidders shall make no changes to the requirements set forth in the IFB.
- 4.2.5** The District Energy Purchaser reserves the right to invite some or all Bidders to the Online Auction following the Manual Price Offers, if such Manual Price Offers take place. The Energy Purchaser also reserves the right to accept the pricing based upon the results of the Manual Price Offer for any or all of the Lots, as defined in Section 4.3.1.1, without conducting the Online Auction.

### **4.3 Online Auction Summary**

#### **4.3.1 Price Offer Parameters:**

##### **4.3.1.1 Lot Structure**

Price Offers will be provided at the “Lot” level. A “Lot” is an account or a grouping of accounts based on any common attributes (ownership of accounts, location of accounts, load factors, contract lengths, etc.) that make such grouping a logical aggregation on which Bidders can submit Price Offers. Each Lot contains the estimated annual Electricity Supply for the Energy Purchaser(s) included within the Lot. Bidders must provide Price Offers on entire Lots, as a Lot can only be awarded in its entirety to one Contractor. Accordingly, the awarded Contractor(s) must be able to produce the Electricity Supply for all electricity volume specified within a given Lot. Estimated annual usage volumes (kwh) for each Energy Purchaser are

provided in Attachment B. Lotting will be determined and posted seventy two (72) hours before an auction.

**4.3.1.2 Price Offer Direction**

The direction of Price Offers in the Online Auction is downward: a lower Price Offer is more competitive. Bidders cannot raise their Price Offer once the Online Auction has opened and Bidders have submitted a Price Offer.

**4.3.1.3 Ceiling Price**

A maximum Price Offer price or "ceiling" price for each Lot will be set prior to commencement of the Online Auction. This ceiling will be set based upon either the current standard offer of service or (if requested) Manual Price Offers, which may be refreshed or normalized to adjust for market conditions. The purpose of the ceiling price is to provide a market indicative upper-bound limit for providing Price Offers so that significantly noncompetitive Price Offers do not disrupt the Online Auction. The Online Auction 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 \$0.0002 per kWh.

**4.3.1.5 Dynamic Market Extension**

If a bid is received during the last 2 minutes of a lot, the bid clock in that particular lot will be reset to 2 full minutes. The closing times of succeeding lots may be extended to allow for a minimum closing time between lots. All suppliers, regardless of position, may submit bids during Dynamic Market Extensions.

**4.3.1.6 Places Triggering Dynamic Market Extensions**

Any competitive Price Offer submitted during the last 2 minutes of a Lot will trigger a Dynamic Market Extension of 2 minutes.

**4.3.1.7 Bidder Feedback**

Bidders will be able to view the Price Offers of other Bidders in the Online Auction as follows:

**4.3.1.7.1 Market Feedback [Price Offer Disclosure]**

Bidders in this Online Auction 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 must 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.

**4.3.2 Viewing the Online Auction**

Bidders need to log in to the Online Auction at [www.eec.co-exprise.com/marketplace](http://www.eec.co-exprise.com/marketplace) at least 15 minutes before auction opening time. Bidders will be able to view from multiple locations. However, only one user per Bidder will be permitted to submit Price Offers into the Online Auction.

**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 at (724) 933-1180 and request to speak with an operations representative assigned to the District Online Auction to discuss alternatives for providing Price Offers.

**4.3.5 Online Auction Training**

It is the Bidders responsibility to contact Co-eXprise after the submission of the Bid Package to schedule training, at which time the Bidder will obtain user name and password. Training is available prior to the Online Auction, subject to advance mutually agreeable scheduling between Bidders and Co-eXprise. Bidders interested in scheduling such training should e-mail Co-eXprise at [dcenergy@co-exprise.com](mailto:dcenergy@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 Contract Specialist at [Shafiq.Choudhary@dc.gov](mailto:Shafiq.Choudhary@dc.gov) and provide a copy of the e-mail to Co-EXprise at [dcenergy@co-exprise.com](mailto:dcenergy@co-exprise.com) . The prospective Bidder shall submit questions no later than five (5) 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) days before the date set for submission of Bid Packages. 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 Bids, 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**

A pre-bid conference will be held at 10:00 a.m. on March 2, 2009 at the Office of Contracting and Procurement, 441 4<sup>th</sup> Street, N.W., Room No. 1114 South, Washington D.C. 20001. Bidders that are unable to attend may dial-in at 408-792-6300, Access Code 90735771. Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as clarify the contents of the solicitation. Attending bidders must complete the pre-bid conference attendance roster at the conference so that bidder attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the Pre-Bid Conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-bid Conference but no later than five working days after the pre-bid Conference in order to generate an official answer. Official answers will be provided in writing to all prospective bidders who are listed on the official bidder's list as having received a copy of the solicitation. Answers will be posted on the OCP website at [www.ocp.dcgov.org](http://www.ocp.dcgov.org).

**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 Bids**

A Bidder may modify or withdraw its Bid Package upon written, telegraphic notice, or facsimile transmission if received at the location designated in the

Invitation for Bids, but not later than the exact time set for opening of Price Offers. Once submitted, a Bidder may not withdraw a Price Offer unless the Energy Purchaser or Co-eXprise believes, in their sole opinion, that such Price Offer was submitted in error (e.g., the Energy Purchaser 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** Bid Packages, modifications to Bid Packages, 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:

- i. The Bid Package 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 Bid Packages; or
- ii. The Bid Package 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 Bid Package, 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 Bid Package, 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 Bid Package shall be considered late unless the Bidder can furnish evidence from the postal authorities of timely mailing.

#### **4.8.3 Late Submissions**

A late Bid, 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 Bid Package 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 Bids**

A late Bid, late modification or late withdrawal of a Bid 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 Bid Packages**

##### **DELIVER OR MAIL THE BID PACKAGE TO:**

Office of Contracting and Procurement  
Bid Room  
441 4<sup>th</sup> Street, NW  
Suite 703 South  
Washington, D. C. 20001

#### **4.10 Errors in Bids**

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 Bids**

Recipients of this IFB not responding with a Bid Package should not return this IFB. Instead, they shall advise the Contracting Officer, Office of Contracting and Procurement, 441 4<sup>th</sup> Street, NW, Suite 700 South, Washington, DC 20001, by letter or postcard whether they want to receive future IFBs for similar requirements as well as advise the Contracting Officer, Office of Contracting and Procurement, of the reason for not submitting a Bid Package in response to this IFB. If a recipient does not submit a Bid Package 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 Bid Package**

**4.12.1** The Contractor shall sign the Bid Package and print or type its name on the Solicitation, Offer and Award form of this IFB. Each Bid Package must 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 must be initialed by the person signing the Bid Package. Bid Packages 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 Bid or resulting contract will be e-mailed to the addresses shown on the Bid in the absence of written instructions from the Bidder or Contractor to the contrary. Any Bid Package submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any Bid Package submitted by a corporation must 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 Bid 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 Energy Purchaser must receive the acknowledgment by the date and time specified for receipt of Bid Packages. Bidder's failure to acknowledge an amendment may result in rejection of the Bid Package.

## **5. AWARD PROCESS**

### **5.1 Method of Award**

The District Energy Purchaser Contracting Officer shall notify the lowest bidder by a letter of intent (in the form attached hereto as Attachment F) of the Contracting Officer's intent to recommend to Council the Price Offer and to confirm the availability of funds to purchase the Electricity Supply. A contract will follow the issuance of the Energy Purchaser letter of intent after the Energy Purchaser Contracting Officer obtains the required approval to execute such contract. The District Energy Purchaser shall use all reasonable measures to obtain approval from the DC Council by the close of business (5 p.m. EST) the day after the conclusion of the online auction in which the Contractor submitted the awarded Price Offer.

**5.1.1** The District Energy Purchaser reserves the right to accept or reject any and all Bids resulting from this IFB. The Contracting Officer may reject all Bids or waive any minor informality or irregularity in Bids received whenever it is determined that such action is in the best interest of the Energy Purchaser.

**5.1.2** Contractors are advised that Energy Purchasers are under no obligation to accept pricing received through each auction and may elect not to award supply contracts if they are deemed not to be in the best interest of the Energy Purchaser.

**5.1.3** The Energy Purchaser contemplates award of a single or multi-year requirements type contract, with payments based on fixed unit prices to the responsive and responsible Bidder(s) who has the lowest Price Offer.

### **5.2 Award Scenarios**

The Energy Purchaser's requirement may be packaged in multiple Lots having varying contract durations, however, the Energy Purchaser intends to award one contract for its requirements.

## **6. ELECTRICITY SUPPLY SPECIFICATIONS**

### **6.1 DEFINITIONS**

**6.1.1 Adjusted Market Cost (\$):** In the case of an account or group of accounts consuming more kWh than the Maximum Monthly Consumption Amount, the following formula will be used to calculate Adjusted Market Cost = ((Consumption Used During Billing Period) – (Maximum Monthly Consumption)) x (Day Ahead Load Weighted Average). In the case of an

account or group of accounts consuming less kWh than the Minimum Monthly Consumption Amount, the following formula will be used to calculate Adjusted Market Cost = ((Minimum Monthly Consumption) - (Consumption Used During Billing Period)) x (Day Ahead Load Weighted Average).

- 6.1.2 Bidder:** A participant that either intends to or has provided an offer.
- 6.1.3 Billing Period:** Period of time not less than 27 and no more than 32 days.
- 6.1.4 Capacity Cost Component:** means any and all installed capacity (“ICAP”) charges as defined by the Federal Energy Regulatory Commission’s regulations that adopted the reliability pricing model (“RPM Regulation”). The Capacity Cost Component may result in changes in the Price Offer, as set forth in Section 6.2.10.
- 6.1.5 Consumption Used During Billing Period:**
  - A.** In the case of a pricing group with one utility account, consumption used during Billing Period will be the amount of kWh consumed during a single utility billing cycle.
  - B.** In the case of a pricing group with more than one utility account, consumption used during Billing Period will be the consumption per calendar month calculated by pro rating the consumption of each account and summing the pro-rated totals to arrive at the consumption used during Billing Period to correspond with the calendar month.
- 6.1.6 Consolidated Billing:** The Contractor is paid for Electricity Supply delivered under the contract through monthly utility bills rendered by the LDUs for each account included in this contract in accordance with LDUs billing procedures which are fully regulated by the District of Columbia Public Service Commission (DCPSC).
- 6.1.7 Contractible:** A Price Offer, defined in Section 4.2, and submitted by a Bidder that the Energy Purchaser can elect to accept as the price that will apply to the Electricity Supply without further bidding.
- 6.1.8 Day Ahead Load Weighted Average:** The average price per kWh over a Billing Period calculated by summing the product of the kWh consumed for each hour of an account’s Hourly Consumption Profile by the PJM LBMP for the corresponding hour and dividing the sum by the total amount of kWh consumed over the period.
- 6.1.9 Day Ahead Market (DAM):** The market administered by PJM which allows participants to buy and sell energy at binding prices.
- 6.1.10 Delivery Point:** For electricity shall be that point on the electric system at which the LDU takes possession of the electricity for final delivery of the electricity to the meter(s) of the specific facilities of the Energy Purchaser identified in Attachment A of this IFB. This same Delivery Point shall be where the Energy Purchaser takes title to the electricity.
- 6.1.11 Dual Billing:** The Contractor submits an invoice for actual usage along with an itemized listing showing the usage by meter.
- 6.1.12 Electricity Supply:** All components, including but not limited to generation capacity, energy, transmission capacity, including without limitation, the Capacity Cost Component, ancillary services under all applicable transmission requirements by Pennsylvania, New Jersey, Maryland Interconnection, Limited Liability Company (PJM Interconnection, LLC), or other Independent System Operator (ISO) or

Independent Transmission Company (ITC), reliability assurance and other agreements (including capacity reserve obligations), services under the applicable LDU supplier coordination tariffs and agreements (including, without limitation, all line losses, energy scheduling and coordination, account enrollment, imbalance and settlement charges, and billing services), Bidder's trading and risk management program, customer account management activities including all fees, billing and reporting requirements under this contract, all applicable taxes and all of Bidder's overhead and profit, but not including other costs and rates related to the delivery or distribution of electricity by the LDU. The District of Columbia is exempt from all applicable taxes including Gross Receipts Tax (GRT).

**6.1.13 Energy Purchaser:** Energy Purchaser shall mean the District Energy Purchaser, MAP Energy Purchasers, and COG Energy Purchasers as defined immediately below:

**District Energy Purchaser:** The District of Columbia Office of Contracting and Procurement acting on behalf of the DC Office of Property Management and all facilities managed by D.C. Office of Property Management.

**MAP Energy Purchasers:** All participants that are not under the management of the Office of Property Management or members of COG that are rate payers in the District of Columbia.

**COG Energy Purchasers:** All members of COG.

**6.1.14 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.

**6.1.15 Hourly Consumption Profile:** The consumption profile for an electricity account which describes the actual amount of electricity consumed per hour over a given period of time. In instances where an Hourly Consumption Profile is needed but an account is not equipped with interval metering equipment, the generic profile supplied by the account's LDU for that account's rate class and/or strata should be used.

**6.1.16 LDU:** Local distribution utility.

**6.1.17 Load:** The amount of electrical power that is drawn by an account or group of accounts.

**6.1.18 Lot:** An account or a grouping of accounts based on any common attributes that make such grouping a logical aggregation

**6.1.19 Maximum Monthly Consumption Amount:** The maximum amount of electricity that can be consumed by the group of accounts of all Energy Purchasers associated with an awarded Lot during a Billing Period without being subject to a market price adjustment.

**6.1.20 Minimum Monthly Consumption Amount:** The minimum amount of electricity that can be consumed by the group of accounts of all Energy Purchasers associated with an awarded Lot during a Billing Period without being subject to a market price adjustment.

**6.1.21 Nominating:** The requirement to match the amount of electric generation service and transmission scheduled for a given period to that actually consumed at specified LDU Delivery Points.

- 6.1.22 PJM Locational Based Marginal Pricing (LBMP):** The hourly integrated market clearing marginal price for energy at the location the energy is delivered or received. Location in the context of this definition will mean the load zone as defined by PJM in which an account is located.
- 6.1.23 Renewable Electricity Supply:** Renewable power is electrical energy produced from renewable energy resources. For the purposes of this contract, power produced from the following renewable energy resources shall be considered renewable: wind, solar, geothermal, and biomass. All renewable power delivered under this contract must meet the requirements outlined Section 6.2.8 below.

## **6.2 REQUIREMENTS**

The Contractor shall provide all Electricity Supply to facilities included in this IFB which shall be considered firm requirements and guaranteed for delivery by the Contractor to the Delivery Point. The Contractor shall be liable for all penalties assessed by the ISO to facilities for the non-delivery of the requirements. The Contractor shall provide the Electricity Supply under the contract and in conformance to the tariff of the interstate/intrastate transmitting utility and the applicable LDU at the Delivery Points for the accounts referenced in Attachment A.

### **6.2.1 Continuity of Service**

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

### **6.2.2 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 imbalance, transmission grid loss and line loss policies of both the LDU and the interstate/intrastate transmission companies. Any costs and/or penalties associated with these items will be borne by the Contractor.

### **6.2.3 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 contract is forced to accept Electricity Supply from an alternative source, including, without limitation, default service from the LDU serving in its capacity as the utility supplier of last resort, the Contractor shall be responsible for payment of any additional electric costs incurred.

### **6.2.4 Risk of Loss**

The Contractor shall be responsible for the risk of loss of electricity supplied under this contract until, and risk shall pass to the Energy Purchaser upon, delivery of said electricity to the Delivery Point specified for each facility.

**6.2.5 Adding Facilities to this Contract**

The Contractor shall extend the full terms and conditions of contract to additional facilities for each Energy Purchaser. For a variety of reasons, it is possible that certain authorized facilities eligible to accept Price Offers their electric requirements but not included in this IFB may request to satisfy their competitive electric requirements by use of this contract. In that event, the Energy Purchaser shall provide the Contractor with the Energy Purchaser's electric requirement and the Energy Purchaser. Adding an Energy Purchaser shall be accomplished by the bilateral execution of a contract modification or a task order issued by the applicable Energy Purchaser.

**6.2.6 Government Priority**

The Contractor shall provide priority for the Electricity Supply to the District Energy Purchaser 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 Electricity Supply during the term of the awarded contract.

**6.2.7 Variance**

The Contractor's price shall have a Maximum Monthly Consumption amount equal to 110% of the estimated monthly consumption volumes listed in this IFB for all Energy Purchasers associated with an awarded Lot. The firm fixed price will have a Minimum Monthly Consumption Amount of 90% of the estimated monthly consumption volumes listed in this IFB for all Energy Purchasers associated with an awarded Lot. For any volumes used over the Maximum Monthly Consumption Amount, Contractor may at Contractor's option either (a) calculate the Adjusted Market Cost and divide this total by the volume that exceeded the Maximum Monthly Consumption Amount to determine the cost per kWh for the volume that exceeded the Maximum Monthly Consumption Amount or (b) charge the contracted firm fixed price. For any volumes used under the Minimum Monthly Consumption Amount, Contractor may at Contractor's option either (a) calculate the Adjusted Market Cost and divide this total by the volume that was under the Minimum Monthly Consumption Amount to determine the cost per kWh charge for the volume that was under the Minimum Monthly Consumption Amount or (b) not charge for such under usage.

**6.2.8 Renewable Electricity Supply**

In addition to submitting pricing for Electricity Supply, the Contractor shall provide pricing for 5% incremental increases of Renewable Electricity Supply. The Energy Purchaser will include the required amount of Renewable Electricity Supply in their Letter of Intent to Award. The Contractor shall provide a minimum of 10% of the required Electricity Supply as Renewable Electricity Supply. Renewable Electricity Supply shall be certified Green-e products within 90 days following the execution of this contract. The Green Power Board's Code of Conduct

(www.green-e.org) is the recognized industry business practice for the renewable energy industry and is the minimum code of conduct for this contract. In the event that renewable power definitions and/or the Green-e program changes in a significant manner during the course of this contract, the contract may be modified on a bi-lateral basis to reflect such changes.

## **6.2.9 Reporting Requirements for Renewable Energy Supply:**

### **6.2.9.1 Monthly Digital Summary:**

The Contractor shall provide a monthly summary containing the following information by account number: service start period, service end period, maximum demand, total consumption, and total charges by District Energy Purchaser. The summary should be in Microsoft Excel spreadsheet form or other agreed upon format and accompanies or precedes payment of monthly fees.

### **6.2.9.2 Attestation of Renewable Attributes:**

By April 30th of each contract year, the Contractor shall provide the Energy Purchaser with a report attesting to the amount of renewable energy that has been supplied into the PJM grid on behalf of the District Energy Purchaser, the percentage of each particular renewable source used to generate this electricity, and confirmation that this electricity meets the definition of Renewable Electricity Supply as defined herein. The auditing and accounting standards used to provide such attestation and disclosure reports shall be those of the Green-e Certification program administered by the Center for Resource Solutions in California.

## **6.2.10 Material Changes to the Capacity Cost Component:**

Bidders shall use the current RPM prices as published by the PJM Interconnection, and hold a firm fixed Capacity Cost Component through May of 2012. For term lengths that extend past May of 2012, bidders shall use a price of \$110/MW-day for their price of the Capacity Cost Component. In the event that the Capacity Cost Component materially increases or decreases after May of 2012, the Contractor shall have the ability to pass through an increase or decrease to the Capacity Cost Component of the Price Offer. At least forty five (45) calendar days prior to the effective date of the RPM Regulation, Contractor shall submit to Energy Purchaser the amount of increase or decrease to the Capacity Cost Component directly resulting from the RPM Regulation (without markups or the imposition of any additional charges) and the written documentation supporting such increase or decrease (the "Capacity Cost Component Change"). The Capacity Cost Component Change is subject to the written approval of the Energy Purchaser, which shall not be unreasonably withheld. Energy Purchaser

reserves the right to audit any and all books and records of Contractor pertaining to the Capacity Cost Component Change.

### 6.3 DELIVERABLES

The Contractor shall submit the following deliverables:

Section Reference	Deliverable	Quantity/ Format/ Method of Delivery	Due Date	To Whom
6.2.9.1	Monthly Digital Summary	1 Hard copy 1 Electronic Copy	By 5 <sup>th</sup> of each month	COTR
6.2.9.2	Attestation Renewable Attributes	1 Hard copy 1 Electronic Copy	By April 30 of each contract year.	COTR

## 7. CONTRACT TERMS AND CONDITIONS

### 7.1 CONTRACT TYPE

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

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

**7.1.2** Delivery of Electricity Supply shall be made on demand. The Energy Purchaser may require Electricity Supply to be delivered to multiple locations.

### 7.2 APPLICABLE DOCUMENTS:

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

<b>Item No.</b>	<b>Document Type</b>	<b>Title</b>	<b>Date</b>
<b>1</b>	<b>DC Code</b>	The Retail Electric Competition and Consumer Protection Act of 1999, DC Code §34-1515(a)(1)	<b>May 9, 2000</b>
<b>2</b>	<b>Rules Regarding Renewable Energy</b>	Green Power Board's Code of Conduct <a href="http://www.green-e.org">www.green-e.org</a>	<b>May 17, 2005</b>
<b>3</b>	<b>U.S. Code</b>	Energy Policy Act of 2005; Federal Energy Regulatory Commission (FERC); <a href="http://www.ferc.gov/legal/maj-ord-reg/fed-sta/ene-pol-act.asp">www.ferc.gov/legal/maj-ord-reg/fed-sta/ene-pol-act.asp</a>	<b>August 5, 2005</b>
<b>4</b>		General Terms and Conditions for Furnishing Electric Service in the District of Columbia <a href="http://www.pepco.com/res/documents/dc/terms.pdf">http://www.pepco.com/res/documents/dc/terms.pdf</a>	Sixth Revised Effective Date January 1, 2009

### **7.3 DELIVERIES OR PERFORMANCE:**

#### **7.3.1 TERM OF CONTRACT**

The term of the contract shall be for a period of one (1) to five (5) years. The contract start date shall be the first meter read date, for each Energy Purchaser account listed in Attachment a based on the number of full monthly billing cycles for the awarded time period. The contract end date shall be the last meter read date of the selected term for each Energy Purchaser account listed in Attachment A based on the number of full monthly billing cycles for the awarded time period. 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.

#### **7.3.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**7.3.2.1** The District Energy Purchaser may extend the term of the contract for a period from one (1) to four (4) one-year option periods, or successive fractions thereof, contingent on award of the base period, as long as the total duration of the contract shall not exceed five (5) years, by written notice to the Contractor before the expiration of the contract; provided that the District Energy Purchaser 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 Energy Purchaser and the Contractor agree to the terms and conditions of such extension. The preliminary notice does not commit the District Energy Purchaser to an extension. The exercise of the option is subject to the availability of funds at the time of the

exercise of the 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 Energy Purchaser exercises any option, the extended contract shall be considered to include such 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 PJM Interconnection, LLC.

**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 shall have the option to pay the Contractor by Credit Card, if available and as mutually agreed upon in writing. The Energy Purchaser 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. If the Energy Purchaser selects Dual Billing, then the Quick Payment Provision applies and the Energy Purchaser will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**7.4.1.2 Consolidated Billing:** The Contractor shall base all invoicing on metered quantities at the Energy Purchaser 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 LDU for each account included in this contract in accordance with the LDU's billing procedures which are fully regulated by the District of Columbia Public Service Commission (DCPSC). It shall be the Contractor's responsibility to understand the specific details regarding the LDU's requirements for billing. It shall also be the

Contractor's responsibility to ensure that proper reimbursement for Electricity Supply delivered to the Delivery Point is obtained from the LDU in accordance with applicable procedures of the appropriate regulatory bodies. If the Energy Purchaser selects the Consolidated Billing, the General Terms and Conditions for Furnishing Electric Service in the District of Columbia (that is PEPCO's Tariff filed and accepted by the Public Services Commission of the District of Columbia) applies, Payment to the utility pursuant to this contract shall be made no later than 20 days after the Energy Purchaser's receipt of a proper invoice from the LDU. Charges for late payment of invoices, other than as prescribed in this contract, or by the DCPSC with respect to regulated public utilities, as applicable, are prohibited.

## **7.4.2 INVOICE SUBMITTAL**

- 7.4.2.1** The Contractor shall allow the Energy Purchaser, at the start of this contract, the option of having Dual or Consolidated Billing. If Consolidated Billing is selected by the Energy Purchaser, it shall be the Contractor's responsibility to understand the specific details regarding the LDU's requirements for billing. It shall also be the Contractor's responsibility to ensure that proper reimbursement for Electricity Supply delivered to the Delivery Point is obtained from the LDUs in accordance with applicable procedures of the appropriate regulatory bodies. If the Energy Purchaser selects Dual Billing, then payments to the Utility pursuant to this contract shall be made no later than 30 days after the Energy Purchaser's receipt of a proper invoice from the LDUs. If the Energy Purchaser selects the Consolidated Billing, then payments to the Contractor pursuant to this contract shall be made no later than 20 days after the Energy Purchaser's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed in this contract, or by the District of Columbia Public Service Commission 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 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:

Mohamed Mohamed  
Office of Finance and Resource Management  
441 4th Street, NW, Suite 890N  
Washington, DC 20001  
Phone: (202) 727-0333  
Fax: (202) 727-1115  
[Mohamed.Mohamed@dc.gov](mailto:Mohamed.Mohamed@dc.gov)

**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 this contract, the Energy Purchaser shall be obligated to pay Contractor upon delivery and consumption of the Electricity Supply. The Energy Purchaser shall have the option to pay by credit 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 must refer to the assignment and must 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 THE QUICK PAYMENT CLAUSE**

### **7.7.1 Interest Penalties to Contractors**

**7.7.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**7.7.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

### **7.7.2 Payments to Subcontractors**

**7.7.2.1** The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**7.7.2.2** The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated

at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**7.7.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**7.7.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

## **7.8 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**7.8.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section 7.8.3.

**7.8.2** No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

**7.8.3** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Attachment E) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services ("DOES"); and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**7.8.4** With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section 7.8.1 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section 7.8.1 and include the following documentation:
  - (a) Material supporting a good faith effort to comply;
  - (b) Referrals provided by DOES and other referral sources;
  - (c) Advertisement of job openings listed with DOES and other referral sources; and
  - (d) Any documentation supporting the waiver request pursuant to section 7.8.4.

**7.8.5** The Contracting Officer may waive the provisions of section 7.8.1 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certify that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

## **7.9 CONTRACTING OFFICER (CO)**

Contracts and task orders pertaining to the IFB may be entered into and signed on behalf of each Energy Purchaser only by contracting officers (“Contracting Officer”). The name, address and telephone number of the Contracting Officer for the Energy Purchaser is:

Dr. Donna T. McCarthy, CPPO, CPPB, C.P.M.  
Assistant Director for Procurement  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW, Suite 700 South  
Washington, DC 20001  
Phone: (202) 727-6657  
Fax: (202) 727-8843  
[Donna.McCarty@dc.gov](mailto:Donna.McCarty@dc.gov)

**7.10 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**7.10.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

**7.10.2** 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.

**7.10.3** 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.

**7.11 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

**7.11.1** 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 COTR for this contract is:

Dr. Anthony Jiminez  
Utilities Management Specialist  
Office of Property Management  
200 14<sup>th</sup> Street, NW, 5<sup>th</sup> Floor  
Washington, DC 20001  
Phone: (202) 724-3999  
Fax: (202) 7278178  
[Anthony.Jiminez@dc.gov](mailto:Anthony.Jiminez@dc.gov)

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

**7.11.3** 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 Energy Purchaser, to take all corrective action necessitated by reason of the unauthorized changes.

## 7.12 ORDERING CLAUSE

**7.12.1** Any supplies and services to be furnished under this contract must 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.

**7.12.2** 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.

**7.12.3** 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.

## 7.13 ADMINISTRATIVE FEES

### 7.13.1 Fee Schedule:

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

### 7.13.2 The District Department of the Environment Energy Office's Administrative Fee:

The administrative fee is \$0.0003 per KWh. This fee will be paid by the contractor(s) which receive contracts through this IFB to the District on a monthly basis for all electricity that has been consumed and for which contractor has received payment from an Energy Purchaser. The contractor will make the first payment to the District within 30 calendar days of receiving first payment from any Energy Purchaser. Contractor will make subsequent payments every month and cover payment for all electricity consumed and paid for up to the end of the month most recently ended, but no later than 30 calendar days of receiving payment for such month. Include in the memo field "**DC MAP – Fund 6400,**" payment is to be made payable to the **DC Treasurer** and sent to:

District Department of the Environment  
Accounts Receivable  
2000 14th Street, 6th floor  
Washington DC 20009  
Attn: Terry Lewis

### 7.13.3 Co-eXprise Fee:

The Co-eXprise sourcing fee is \$0.0007 per KWh. Bidders which receive contracts from any Energy Purchaser under this IFB will pay to Co-eXprise based on one of the following payment schedules as mutually agreed upon by Co-eXprise and Contractor:

- i. Monthly Payments: Contractor will pay Co-eXprise on a monthly basis for all electricity that has been consumed and for which contractor(s) has received payment from the applicable Energy Purchaser. The contractor(s) will 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 electricity 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.
- ii. Upfront Payment with Discount: Within 30 calendar days from the date that Energy Purchaser and Contractor execute a contract, the Contractor shall pay Co-exprise the entire Co-eXprise sourcing fee in full and up front based on the usage estimates upon which the Contractor based its Price Offer. In the event that the Co-eXprise sourcing fee applies to a time period of usage that exceeds twelve months, the Contractor may apply a simple discount to such fee, wherein such discount is mutually agreed upon by Co-eXprise and Contractor.
- iii. Payment is to be made payable to Co-eXprise, Inc. and sent to:

Co-eXprise - Accounts Receivable  
6000 Brooktree Road, Suite 200  
Wexford, Pennsylvania 15090
- iv. The contractor(s) shall be responsible for providing to the Energy Purchaser and Co-eXprise a summary accounting of the monthly fees collected and monthly volume of electricity delivered per account on or before the 25th of each month.

#### **7.13.4 Fee Payment Provision:**

- 7.13.4.1** Co-eXprise will notify the 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 Energy Purchaser if notice of nonpayment has not been received by the Contracting Officer or designee within the thirty day period and Co-eXprise shall be deemed to have waived its right to have the Energy Purchaser withhold payment. This notice will certify to the Energy Purchaser the amounts due to Co-eXprise and the months they are due for supported by the appropriate calculations and back-up material. The Energy Purchaser 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 Energy Purchaser providing notice, the Contractor has not paid or otherwise satisfactorily resolved the non-payment issue, the Energy Purchaser 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 Energy Purchaser will subsequently disburse and distribute this deduction amount to Co-eXprise. The Energy Purchaser 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.

**7.13.4.2** The Energy Purchaser 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 Energy Purchaser 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 Energy Purchaser is merely providing a mechanism by which it can, at its sole option, provide for payment of money due to Co-eXprise from the contractor(s). The Energy Purchaser receives a benefit from the inclusion of this contractual language, based on lower risk of nonpayment to Co-eXprise.

**7.13.4.3** 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 Energy Purchaser 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.

**7.13.4.4** The parties agree that the Energy Purchaser 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 electric power provided and other data pertinent to the Energy Purchaser's conduct of its business and cost of service is provided to the Energy Purchaser and is accurate and correct.

**7.13.4.5** A deduction from the contractor(s) contract pursuant to this clause shall not constitute a default by the Energy Purchaser 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 Energy Purchaser ever be required to exercise this clause that they shall hold harmless and indemnify the Energy Purchaser from any loss, damage, injury, cost or expense that it may suffer as a result of having invoked this clause.

## **8. SPECIAL CONTRACT REQUIREMENTS**

### **8.1 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.

### **8.2 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the Energy Purchaser to make available for inspection and copying any record produced or collected pursuant to a Energy Purchaser 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 releasability of the records. The Energy Purchaser 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*.

## **9. CONTRACT CLAUSES**

### **9.1 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 C) 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.

### **9.2 CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

**9.3 CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee or customer of the Energy Purchaser 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 Energy Purchaser and Federal laws governing the confidentiality of records.

**9.4 TIME**

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

**9.5 ORDER OF PRECEDENCE**

Any inconsistency in this IFB shall be resolved by giving precedence in the following order: the Bidding Procedures (Section 4), Electricity Supply Specifications (Section 6), the Special Contract Requirements (Section 8.), the Contract Clauses (Section 9.), and the SCP.

**9.6 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.

**9.7 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 §2-301.05a, 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.

**9.8 ESTIMATED QUANTITIES**

The Energy Purchaser 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 Energy Purchaser 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 Energy Purchaser agencies. The estimated quantities stated in the Invitation for Bids reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the contractor(s) by the Energy Purchaser 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 Energy Purchaser does not guarantee to order any specific quantities of any item(s) or work hours of service.

**10. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS**

**10.1 TYPE OF BUSINESS ORGANIZATION**

**10.1.1** The bidder, by checking the applicable box, represents that

(a) It operates as:

a corporation incorporated under the laws of the State of:

- an individual,
- a partnership,
- a nonprofit organization, or
- a joint venture.

(b) If the bidder is a foreign entity, it operates as:

- an individual,
- a joint venture, or
- a corporation registered for business in \_\_\_\_\_  
(Country)

**10.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the bidder for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Bidder \_\_\_\_ has \_\_\_\_ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Bidder \_\_\_\_ has \_\_\_\_ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-bidders. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

**10.3 BUY AMERICAN CERTIFICATION**

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the SCP, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

\_\_\_\_\_ EXCLUDED END PRODUCTS  
\_\_\_\_\_ COUNTRY OF ORIGIN

**10.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each Bidder shall check one of the following:

\_\_\_\_\_ No person listed in Clause 13 of the SCP, “District Employees Not To Benefit” will benefit from this contract.

\_\_\_\_\_ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

\_\_\_\_\_  
\_\_\_\_\_

**10.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

(a) Each signature of the bidder is considered to be a certification by the signatory that:

1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:

- (i) those prices
- (ii) the intention to submit a contract, or
- (iii) the methods or factors used to calculate the prices in the contract.

2) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and

3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory:

- 1) Is the person in the bidder's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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*(insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's organization);*

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
  - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

## **10.6 TAX CERTIFICATION**

Each Bidder must submit with its Bid Package, a sworn Tax Certification Affidavit, incorporated herein as Attachment D.

## **10.7 RIDER CLAUSE**

### **10.7.1 DC MAP RIDER CLAUSE**

USE OF CONTRACT BY MEMBERS COMPRISING THE DC MUNICIPAL AGGREGATION PROGRAM (MAP)

If authorized by the contactor(s);

- i. Members as designated or to be designated by the DC Map Administrator may adopt the terms of the resulting contract to purchase Electricity Supply at the then-current market price at the time of the DC MAP member's election to participate.
- ii. 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.
- iii. A negative reply will not adversely affect consideration of your Bid.

- iv. It is the awarded Contractor's responsibility to notify the members shown below of the availability of the Contractor.
- v. Each participating member has the option of executing a separate contract with the contractor(s). Contracts entered into with a participating member may contain general terms and conditions unique to that member including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the member 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 member are unacceptable to the contractor(s), the contractor(s) may withdraw its extension of the award to that member.
- vi. The contractual terms and signatory pages associated with a specific MAP Energy Purchaser are defined in Attachments H ("MAP Energy Purchaser Agreement"). Should any contractual terms in a MAP Energy Purchaser Agreement conflict with this IFB, the terms of the MAP Energy Purchaser Agreement shall prevail.
- vii. The issuing member shall not be held liable for any costs or damages incurred by another member as a result of any award extended to that member by the contractor(s).

#### **10.7.2 District RIDER CLAUSE FOR OTHER JURISDICTIONS**

##### **USE OF CONTRACT BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.**

- i. 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 Electricity 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. .
- ii. 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.
- iii. A negative reply will not adversely affect consideration of your Bid.
- iv. Contractors shall notify the members shown below of the availability of the contract.
- v. 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.

- vi. The contractual terms and signatory pages associated with a specific COG Energy Purchaser are defined in Attachments I (“COG Energy Purchaser Agreement”). Should any contractual terms in a COG Energy Purchaser Agreement conflict with this IFB, the terms of the COG Energy Purchaser Agreement shall prevail.
- vii. 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

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Bidder Name

## **10.8 Miscellaneous Conditions.**

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

- i. Bidder acknowledges that it has received, read and understood the IFB and any updates thereto.
- ii. Bidder agrees to submit Price Offers only through the Manual Price Offers (if requested) and Online Auctions with Co-eXprise and not to submit Price Offers via any other mechanism.
- iii. 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.
- iv. Bidders experiencing difficulties during the Online Auction must notify Co-eXprise 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.
- v. 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.
- vi. Co-eXprise has final responsibility for all decisions regarding the operation of the Online Auction. Co-eXprise may suspend or cancel the Online Auction at any time and without prior notification.
- vii. Bidder hereby releases Co-eXprise and Energy Purchaser 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.

## **10.9 No Warranty or Representation: Errors and Omissions.**

This IFB contains certain projections and estimates with respect to current and future needs of the Energy Purchaser. 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 Electricity Supply. Information with

respect to the Competitive Event process has been furnished by Co-eXprise to the Energy Purchaser, and is not warranted by the Energy Purchaser or 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).

**11. GENERAL CATEGORIES OF LOCAL BUSINESSES, DISADVANTAGED BUSINESSES, RESIDENT BUSINESS OWNERSHIPS OR BUSINESS OPERATIONS IN AN ENTERPRISE ZONE**

**11.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone**

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

**11.1.1 General Preferences**

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

**11.1.1.1** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;

**11.1.1.2** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;

**11.1.1.3** Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;

**11.1.1.4** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;

**11.1.1.5** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

**11.1.1.6** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

### **11.1.2 Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

**11.1.2.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

**11.1.2.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

**11.1.2.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

**11.1.2.4** Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

**11.1.2.5** Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

**11.1.2.6** Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

**11.1.3 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

**11.1.4 Preferences for Certified Joint Ventures**

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

**11.1.5 Vendor Submission for Preferences**

**11.1.5.1** Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

**11.1.5.1.1** Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

**11.1.5.1.2** Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

**11.1.5.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, N.W., Suite 970N  
Washington, DC 20001

**11.1.5.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**8. LIST OF ATTACHMENTS**

<b>Attachment</b>	<b>Title</b>
<b>A</b>	List of Energy Purchaser Accounts.
<b>B</b>	Number of Accounts, and Estimated Annual Usage List of Data Fields Defining the Usage of Energy Purchaser Accounts (source data located at <a href="https://eec.co-exprise.com/marketplace/">https://eec.co-exprise.com/marketplace/</a> ).
<b>C</b>	Government of the District of Columbia Standard Contract Provisions for use with the Supply and Service Contract, dated March 2007.
<b>D</b>	Tax Certification Affidavit.
<b>E</b>	First Source Employment Agreement
<b>F</b>	Letter of Intent.
<b>G</b>	Fee Agreement and Schedule.