

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages	
				1	12
2. Amendment/Modification Number	3. Effective Date	4. Requisition/Purchase Request No.	5. Solicitation Caption		
A0002	March 17, 2009		Electricity Services		
6. Issued by:		Code	7. Administered by (If other than line 6)		
Office of Contracting and Procurement 441 4 th Street, NW, Suite 700S Washington, DC 20001			Office of Contracting and Procurement 441 4 th Street, NW, Suite 700S Washington, DC 20001		
8. Name and Address of Contractor (No. street, city, county, state and zip code)			9A. Amendment of Solicitation No.		
Prospective Offerors			X DCAM-2009-A-7003		
			9B. Dated (See Item 11)		
			2/13/2009		
			10A. Modification of Contract/Order No.		
			10B. Dated (See Item 13)		
Code	Facility				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____1_____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to (Specify Authority): The changes set forth in Item 14 are made in the contract/order no. in item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return _____1_____ copies to the issuing office.					
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)					
Action No. 1: Delete 4.7 in its entirety and replace it as follows;					
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).					
Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer		
			Elona Evans-McNeil		
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia		16C. Date Signed	
(Signature of person authorized to sign)				3/17/2009	
		(Signature of Contracting Officer)			

- 4.7.1** If there is a significant market movement during the period of time immediately following the submission of the Price Offer and immediately preceding the approval of the contract by the DC Council; the supplier will have the option to withdrawal the Price Offer and the District will have the option to reject the Price Offer.
- 4.7.2** The market movement will be considered significant if the NYMEX 1 year strip beginning in January of 2010 moves a minimum of 10% up or down based upon the price at the time of the submission of the Price Offer after the submission of the Price Offer and prior to the approval from the DC Council.

Action No. 2: Delete 6.2.5 in its entirety and replace it as follows;

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.

6.2.5.1 If during the term of the Contract, the Energy Purchaser desires service to an additional eligible account, the Energy Purchaser shall provide the awarded supplier with thirty days (30) written notice of the addition of such eligible account and such notice shall include an estimate of the additional account's electric requirements. The Energy Purchaser shall have the right to add such account(s) at the contracted price and under the same Terms and Conditions as this Contract, so long as the aggregate annual usage of all additional accounts does not exceed 2% of the total annual estimated consumption quantities. In the event that the addition of such eligible account(s) would increase the total estimated consumption quantities by more than 2%, the Energy Purchaser shall provide service to the account(s), under the same Terms and Conditions as this Contract, but at price mutually agreed by the Energy Purchaser and awarded supplier.

6.2.5.2 It will not be considered an addition of an eligible account in the event that Energy Purchaser provides thirty (30) days written notice instructing awarded supplier to discontinue service to a specified account number and to initiate service to a new account number so long as (i) the time between the discontinuance of the service at the account(s) occurs within sixty (60) days of the initiation of service at the replacement account(s) and (ii) the estimated consumption of replacement account(s) is reasonably similar to estimated consumption of the discontinued account(s).

Action No. 3: Delete 6.2.9.2 in its entirety and replace it as follows;

6.2.9.2 Attestation of Renewable Attributes:

By May 31th 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.

Action No. 4: Delete 7.3.1 in its entirety and replace it as follows;

7.3.1 TERM OF CONTRACT

The term of the contract shall be for a period of one to five years. The contract start date shall be the first meter read date after 11:59 p.m., January 7, 2010, for each Energy Purchaser account listed in Attachment A. The contract end date shall be immediately preceding the January meter read date of the applicable year of termination (based on the contract length) for each Energy Purchaser account listed in Attachment A. The Contractor shall ensure that the delivery start date and end date comply with the applicable terms and any penalties and additional charges that exceed the Price Offer or price of the then-awarded contract resulting from missing the applicable required service start date or end date shall be borne by the Contractor.

Action No. 5: Delete 7.4.1 in its entirety and replace it as follows;

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 21 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 21 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.

Action No. 6: Delete 7.4.2.1 in its entirety and replace it as follows;

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 21 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.

Action No. 7: Delete 7.13.2 in its entirety and replace it 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. The Contractor may also make payments of the administrative fee to the District monthly in advance based on the estimated usage for the following month; provided that any amounts shall be adjusted twice per year to reflect the Energy Purchaser's actual usage during such period by making an commensurate additional payment or by reducing in a commensurate amount from

payments that are due and owing. One final adjustment may be made in the final month of the Contract. 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

Action No. 8: Delete 7.13.3.i in its entirety and replace it as follows;

7.13.3 Co-eXprise Fee:

- 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. The Contractor may also make payments of the sourcing fee to Co-eXprise monthly in advance based on the estimated usage for the following month; provided that any amounts shall be adjusted twice per year to reflect the Energy Purchaser's actual usage during such period by making an commensurate additional payment or by reducing in a commensurate amount from payments that are due and owing. One final adjustment may be made in the final month of the Contract.

Action No. 9: Insert the following;

9.9 Material Changes to the Regulations

The Contractor may pass through any incremental costs associated with any material changes to the regulations which impact Contract's costs, with 30 days notice identifying the change.

9.10 Changes to Open Access Transmission Tariff OATT

The Contractor may pass through any incremental costs associated with changes in the applicable PJM Open Access Transmission Tariff.

Response to the Questions from the Prospective Bidder's

- Q1. Please clarify that the District of Columbia Government, Office of Procurement and Contracting, is the single signing entity under this solicitation and will be solely liable for following obligations incurred by the following organizations under this Contract: the Office of Property Management, the University of the District of Columbia, the District Department of Transportation, the Washington Convention Center and the District of Columbia Sports and Entertainment Commission.**
- A.1 The District of Columbia Government will be liable for the payment obligations of the DC Government agencies listed above.**
- Q.2 According to section 1.4, Award of Contract, the price will need to be held open until 5:00 pm the business day following the conclusion of the online auction. We will be able to accommodate this request, however there will be a risk premium added into the price to account for market movements. Please confirm this is acceptable.**
- A.2 Yes, however, the District will provide a "Letter of Intent to Award" immediately following the conclusion of the online auction.**
- Q.3 Under section 4.7, you note that a supplier can withdrawal a bid before the bid opening. Can a supplier withdrawal a bid after the bid opening if the market moves significantly (i.e. 10% or more) in one day?**
- A.3 See Amendment No. A0002, Action No. 1.**
- Q.4 Under section 6.1.1 Adjusted Market Cost, the following formula is used to calculate the Adjusted Market Cost. Adjusted Market Cost = ((Consumption Used During Billing Period)-(Maximum Monthly Consumption)) x (Day Ahead Load Weighted Average). While the formula asks suppliers to charge the day-ahead price, the supplier will ultimately be settled to the real-time market. Can we charge the Real-Time Average instead of the Day Ahead Average?**
- A.4 Yes.**
- Q.5 If not, will a supplier be allowed to charge a risk adjustment fee to account for the risk of charging the OPM the day-ahead price but being forced to accept the PJM real-time cost?**
- A.5 N/A**
- Q.6 Also, the formula fails to address many other components of the total electric supply cost (e.g. capacity, transmission, supplier fees, renewable portfolio standards, ancillaries, losses). How should these costs be passed through to the District?**
- A.6 Yes, the supplier may pass through these costs; however the awarded supplier must provide a fixed Cent/kWh price for supplier fees, renewable portfolio standards, and ancillaries prior to the start of the contract in order to recoup these costs.**

- Q.7 Under section 6.2.5, Adding Facilities to this Contract, the contractor may add an Energy Purchaser by the bilateral execution of a contract modification or a task order by the applicable Energy Purchaser. Can you confirm that the price and the account can only be added on a bilateral basis and will be based on current market conditions?**
- A.7 See Amendment No. A0002, Action No. 2.**
- Q.8 According to section 6.2.6, Government Priority, the Contractor shall provide priority for 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. Suppliers have no ability to effectuate the terms of this clause. What are our obligations since we can not control the priority of delivered electricity supply?**
- A.8 Priority must be given to the District Energy Purchaser to the extent that the supplier has control of the allocation of the electricity.**
- Q.9 Under section 6.2.8 Renewable Energy Supply, there are 2 types of green-e certified products we can offer you. Would you like the delivered energy product or the Renewable Energy Certificate Product? According to the contract, we can use a combination of wind, solar, geothermal or biomass. Are you looking for the least cost solution of any of the above sources?**
- A.9 The District has no preferred form of renewable energy and as such the least cost option would be preferable.**
- Q.10 Section 6.2.8 provides contradicting information on the volume of renewable energy the District would like the supplier to provide. Is the District seeking quotes for 5% renewable energy or 10% renewable energy?**
- A.10 The District is seeking a minimum requirement of 10% renewable energy, and may ask for quotes of 5% increments above 10% as part of the Price Offer.**
- Q.11 Under section 6.2.9.1 Monthly Digital Summary, we can provide a summary with all components except for demand, as maximum demand is not one of our billing determinates and is therefore not captured by our systems. Is this acceptable?**
- A.11 Yes**
- Q.12 Under section 6.2.9.2, DC requests an attestation report by April 30th. Given that green-e's annual certification schedule is typically not complete until that time, we feel that providing this report by June 15th would be a more reasonable timeframe. Would this be acceptable?**
- A.12 See Amendment No. A0002, Action No. 3.**
- Q.13 According to section 7.3.1, Term of Contract, 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. Could you clarify if the intend**

start date is either (1) the first meter read date occurring after the 1st of the month for the start month of the contract or (2) the first meter read date during the start month as identified by the monthly rendition group schedule provided by PEPCO?

A.12 See Amendment No. A0002, Action No. 4.

Q.13 **Under section 7.4.1 Billing, each Energy Purchaser shall have the right to select from either dual or consolidated billing. Please confirm that each Energy Purchaser would select their billing method at least 30 days prior to the start of service under this IFB.**

A.13 The District and the awarded supplier will determine a mutually agreeable billing option.

Q.14 **Under section 7.4.1.1 Dual Billing, it states the District would like to have a 30 day payment period as well as the option to pay using a credit card. While we can offer a 30 day payment period, we do not accept credit card payments. Please provide an explanation as to why the District can pay consolidated invoices on 20 day terms, but requires 30 day payment terms for dual invoices. Please confirm that the District is aware that a 30 day payment period will have an increased cost relative to the standard, 20 day payment period. The additional premium will compensate the supplier for the time-value-of-money cost created by the additional payment days,**

A.14 See Amendment No. A0002, Action No. 5 and 6.

Q.16 **What interest rate can a supplier charge for late payments under the dual billing method? Are late payments under the dual billing option governed by the provisions of Section 7.7.1?**

A.16 A Contractor who has a contract with the District is entitled to interest in accordance with the Quick Payment Act.

Q.17 **Under section 7.4.1.2 Consolidated billing, it states that it is 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 for the appropriate regulatory bodies. To the extent that there is a payment allocation issue between the government and the utility, what resources are available from the District to assist the supplier in collecting the payment from the utility?**

A.17 It is the duty and responsibility of the COTR and the Contracting Officer to resolve disputes between the contractor and the LDU.

Q.18 **According to section 7.4.2.4, suppliers are required to display numerous items on dual invoice not required on consolidated bills. While we can provide a majority of items required, the Federal tax ID and contract number may not be displayed. Please confirm this is acceptable.**

A.18 Yes

Q.19 Under section 7.5 Payment, the Energy Purchaser shall have the option to pay by credit card. We do not accept credit cards. Please confirm that this is acceptable.

A.19 Yes

Q.20 We request that the following be added after the last sentence in Section 7.6.1: "Contractor may assign this Agreement without consent (i) to a third party as security for Contractor's obligations, (ii) in connection with a sale or other transfer of all or any portion of Contractor's retail electric supply business, or (iii) to any entity that is a subsidiary or other affiliate of Contractor." Please confirm that this is acceptable.

A.20 (i) Yes

(ii) Novation of the contract will take place by notification of the awarded energy supplier in the event of an acquisition.

(iii) No

Q.21 We interpret Section 7.7.1, Interest Penalties to Contractors, to indicate that the interest rate on late payment under this energy supply contract is 1% per month if the billed amount is not paid by 15th day after the required payment date. Is this the correct understanding?

If this is the correct understanding, this seems to conflict with early statements in Section 7.4.1.2 that state that charges for late payment of invoices are prohibited.

A.21 Yes

Under the consolidated billing the District does not receive invoices from the supplier. Without an invoice from the supplier the District has no "required payment date" for the payment to the supplier, therefore, there is no date from which to calculate interest.

Q.22 Under Section 9. Contract Clauses, we would like to add the following clauses into the bid:

a. Contractor may pass through any incremental costs associated with any material changes to the regulations which impact Contract's costs, with 30 days notice identifying the change.

b. Contractor may pass through any incremental costs associated with changes in the applicable PJM Open Access Transmission Tariff.

The purpose of these clauses is if FERC, PJM or the DC Public Service Commission decides to make a regulatory change in the way electric prices were structured, this will allow the supplier to pass through those changes to the customer.

A.22 See Amendment No. A0002, Action No. 9.

Q.23 On Section 7.13, Administrative Fees, since it would be an administrative burden to use actual usage to pay the administrative fees, we would like to use historical volumes in order to provide the monthly administrative fees to both Co-exprise and to the District. We would true up the actual usage on a quarterly, semi-annual or annual basis. Would this be acceptable?

A.22 See Amendment No. A0002, Action No. 7 and 8.

Q.23 For all accounts listed on Attachment A, can you verify that all accounts are eligible to start service with a third party supplier? In DC, if an account is with a third party supplier and doesn't go back to the utility for any period of time, it should be eligible. If an account goes back to the utility, it has a minimum 12 month stay with the default rate from PEPCO for all commercial accounts.

A.23 All accounts are eligible.

Q.24 Can you confirm the estimated monthly quantities we should utilize as a basis for calculations of the Maximum and Minimum Variance Quantities are those volumes listed in the file named "OPM accounts with usage.xls" located on the software managed by Co-prise?

A.24 Yes, the estimated monthly quantities for the OPM Accounts are to be based upon the data included in the OPM Accounts with Usage.xls file. Usage for additional accounts (UDC, DCSEC, DDOT, and WCC) shall be based upon the entity specific Summary Data.

Q.25 On page SCP.4, under section 8, Default, under what circumstances can the supplier terminate the contract?

A.25 SCP, Section 8, Default, the Government only has the right to terminate the Contract.

Q.26 Please confirm that the Contractor may terminate any account served under this agreement in the event that the District has not paid any undisputed balance due within 10 days of a written notice of delinquency from the Contractor.

A.26 Only the Government only has the right to terminate the Contract.

Q.27 Sections 8(a) and 8(b), on page SCP.4, define the District's rights to terminate and collect damages in the event that the Contractor fails to perform its obligations under the agreement. Under what circumstances can the supplier terminate the agreement?

In the event that the Contractor terminates the agreement due to the District's failure to perform its obligations under the agreement, damages will be paid to the Contractor? In your response, please be sure to address the liquidation value of forward energy positions hedged by the Contractor on behalf of the District.

A.27 Only the Government only has the right to terminate the Contract. In the event that the Contractor terminates the agreement due to the District's failure to perform its obligations

Q.28 On page SCP.6, under section 9, Indemnification, we would like for indemnification to be bilateral. Would this be acceptable?

A.28 No

Q.29 Under number 14, g (1) & (2), it states if a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of a Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Who decides whether or not the Contractor has misrepresented or acted fraudulently?

Also, Liability shall be determined within six (6) years. Could you shorten this time frame to three (3) years?

A.29

Q.30 Under number 14 (i), a supplier cannot continue to perform if the customer has failed to pay for services. Can you clarify this section if late payment is involved and how this clause would apply?

A.30 Section 14 is Disputes and 14.B (i) is addressing about pending final decision of an appeal, action or final settlement. This clause is not addressing the late payment.

Q.31 Section 14C (d), we cannot agree to this clause if a situation arose in which the customer has not paid their bills. Please clarify this clause if the situation arose if the members had not paid their bills.

A.31 Section 14. C Claims by the District against a Contractor. Section 14.C (b) (2), state that "The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:". Section C (b) (2) (d) is stating that "State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;"

Q.32 Number 16, Termination for Convenience, on page SCP. 10 note many different remedies and the process for termination. In the event that the District terminates the agreement for convenience, please discuss the damages that the Contractor may recover. In your response, please be sure to address the liquidation value of forward energy positions hedged by the Contractor on behalf of the District.

A.32 Please see the complete Clause 16 Termination For Convenience Of The District.

Q.33 Can you please clarify the process and to what location notices should be sent due to breach of contract and what method (i.e. mail, fax)?

A.33 Any notice should be send to the Contracting Officer listed in the solicitation Section 7.9. Notes and be send vis mail, e-mail or fax.

Q.34 There is a new agreement added into the bid this year called the First Source Employment Agreement. Could you clarify if this form should be used for any new employees hired to work on this contract and does it apply to existing employees as well?

A.34 Please refer to Attachment E First Source Employment Agreement.

Q.35 Please confirmed that the DC MAP bid will be a fixed price deal (ie no block purchases or anything else unusual)? Can you also confirm what the start date will be? The RFP says that the term will be from 1 to 5 years but the specific start date is not confirmed.

A.35 Yes, this will be a fixed price contract. For the Contract start and end date please see Solicitation's Section 7.3.1.

Q.36 If CNE does not bid on the accounts tagged as Residential will their bid be accepted?

A.36 Lotting (grouping of accounts) will be provided in advance of the Bid Date. All accounts, regardless of their account type, are Government accounts.

Q.37 Can CNE offer additional terms and products to MAP?

A.37 No.