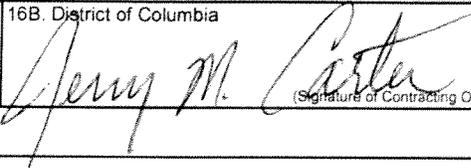


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages 1   2	
2. Amendment/Modification Number No. 3		3. Effective Date SEE BLOCK 16C	4. Requisition/Purchase Request No.	5. Solicitation Caption: FY11 Citywide Streetlight Asset Management Services	
6. Issued By: Office of Contracting and Procurement Road and Highway Structures District Department of Transportation 55 M Street, S.E. - 7th Floor Washington, D.C. 20003		Code	7. Administered By (If other than line 6)		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			(X)	9A. Amendment of Solicitation No. DCKA-2011-R-0150	
				9B. Dated (See item 11) 8/9/2011	
				10A. Modification of Contract/Order No.	
				10B. Dated (See Item 13)	
Code	Facility				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input 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 <u>2</u> 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 ACKNOWLEDGEMENT 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 change 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 date, 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)					
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) Addendum #3 is issued to: 1. Extend the proposal submission date; 2. amend the Specifications; 3. revise Contract Terms and Conditions; 4. establish a cut off date for submission of questions; and 5. respond to questions. The solicitation is amended as follows: 1. The proposal submission date is extended from 10-6-2011 to 10-14-2011. 2. The cut off date for submission of questions is 10-4-2011. 3. Delete page 28 of the RFP and replace with page R28 and R28a to revise Section C.2. Applicable Documents. 4. Delete pages 54 - 55 and replace with the revised pages R54 - 55 of the RFP to clarify C.6.7 Remote Monitoring Systems Installation (Additive Alternate Batch CLIN0013) and correct Footnote #8. 5. See attached Responses to Questions from the Prospective Offerors. 6. Delete "A02 Appendix B Performance Measures" and replace with the attached "RA02 Appendix B Performance Measures" to:					
<CONTINUED>					
Except as provided herein, all terms and conditions of the document 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 Jerry M. Carter		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia		16C. Date Signed
(Signature of person authorized to sign)			 (Signature of Contracting Officer)		10/3/11

**<CONTINUED>**  
**DCKA-2011-R-150: FY11 DC Streetlight Asset Management**  
**Addendum No. 3**

- 1) Update the page numbering; 2) Revise Performance Measure (PM) 67; 3) Revise Performance Measure (PM) 69; and 4) Revise Performance Measure (PM) 70.
7. Delete "A02 Appendix N S. Capitol Bridge Components" and replace with "RA02 Appendix N: S. Capitol Bridge Components" to update the **Asset Included** List: "The main feeder from PEPCO's underground transformers on the Anacostia & DC ends including conduits, wiring, cabinets, switchgear, and all related equipment." Include pumping and telephone systems, and update the **Asset Not Included** list by removing these two maintenance components. Video Surveillance System does not exist, and thus it was removed from the **Asset Not Included** list.
  8. Add "A03 Appendix P: Washington Gas Energy Services (WGES) Contract" to Appendix P: Baseline Cost for Energy Usage.
  9. Delete file "A02 Appendix U Currently Evaluated LED" and replace with "RA02 Appendix U: Currently Evaluated LED" to add Leotek fixtures to the list and remove StrayLight from the list.
  10. Revise Addendum No. 2 item 11 as: "Delete page 72 and replace with R72 to revise the referenced sections in Section G.3.4.4.5."
  11. Revise Addendum No. 2 item 19 by deleting "(TBD)" from the text.
  12. Revise Response to Question 22 in Addendum No.2 to include Leotek in the list and remove StrayLight from the list. See the attached "RA02 Appendix U Currently Evaluated LED". Amend the Response to Question 22 text that the specifications for currently evaluated LED fixtures are not available.
  13. Revise Response to Question 69 in Addendum No. 2. The estimated backlog activity is as follows:

<b>Backlog Activity</b>	<b>Work Order</b>
No current	50
Light out	100
Pole repairs	25
Replace T-base	25
Trim tree	25
<b>Estimated Total</b>	<b>225</b>

14. Revise Response to Question 94a in Addendum No. 2 as "Column N contains errors. Disregard Column N from "Street and Alley Lights" worksheet of "Appendix D 02: Street and Alley Light Inventory GIS Database" file. The website to look up and download GIS data: <http://data.dc.gov/>."

C.1.11 It shall be noted that the Contractor must have a good working relationship with PEPCO, Verizon, Comcast and the Washington Metropolitan Area Transit Authority (WMATA) for the successful performance of this contract. This relationship is the key because of issues such as manhole access, and emergency repairs. The District will help to facilitate this relationship.

C.1.12 Documents referenced in this RFP but not included as an attachment will be made available for public viewing in the bid room, which is located on the 3rd floor of the Reeves Center, 2000 14th Street, N.W. Washington, DC.

## C.2 APPLICABLE DOCUMENTS

The Contractor shall use the documents in the following table to guide its work on this contract. The Contractor shall be responsible for ensuring that it has and is using the latest version of these documents at the time that the affected work is being conducted. These documents are incorporated by reference and will be made a part of the contract.

Number	Title	Date
1	District of Columbia Department of Transportation Standard Specifications for Highways and Structures (Blue Book) <sup>5</sup>	Latest Edition (Appendix G)
2	District of Columbia Streetlight Policy and Design Guidelines	Latest Edition (Appendix G)
3	OSHA	Latest Edition ( <a href="http://www.osha.gov/">http://www.osha.gov/</a> )
4	National Electrical Code	Latest Edition (DC Website ( <a href="http://www.dcrd.dc.gov/DCRA/Permits/Construction+Codes">http://www.dcrd.dc.gov/DCRA/Permits/Construction+Codes</a> )
5	DC Electrical Code (DCMR 12 C)	Latest Edition ( <a href="http://os.dc.gov/os/cwp/view,a,1207,q,639999.asp">http://os.dc.gov/os/cwp/view,a,1207,q,639999.asp</a> Purchase at Office of Documents and Administrative Issuances 441 4th Street, N.W., Suite 512 South Washington, D.C. 20001)
6	Manual on Uniform Traffic Control Devices (MUTCD)	Latest Edition (FHWA website <a href="http://mutcd.fhwa.dot.gov/pdfs/2009/pdf_index.htm">http://mutcd.fhwa.dot.gov/pdfs/2009/pdf_index.htm</a> )
7	Work Area Traffic Control Manual (Work Zone Safety)	Latest Edition (Included in MUTCD)
8	213 Excavations and Restorations (Utility Lines)	Latest Edition

<sup>5</sup> The Standard Specifications for Highways and Structures, 2009 Section 103.02 contains the outdated CBE clauses. "CBE preferences" do not apply to this procurement.

**RFP NO. DCKA-2011-R-0150**  
**FY11 Citywide Streetlight Asset Management Services**

Number	Title	Date
		(Blue Book)
9	Diagrams, Tests and Regulations – Tree Trimming Diagram, Wood Pole Test, Utility Cut Regulation	Latest Edition (Appendices G, I & J)
10	South Capitol Street Bridge Electrical Control System Operation and Maintenance Manual	Latest Edition (Appendix N)
11	District of Columbia Department of Transportation Standard Specifications for Highways and Structures - <b>Section 107.16 UTILITY PROTECTIVE ALERT</b>	Latest Edition (Appendix G)
12	Washington, DC Historic Districts and Streets (Map)	Latest Edition (Appendix Q)
13	Architect of the Capitol (Map)	Latest Edition (Appendix R)

- B. **Asset Management Standards and Guidelines**  
Performance measures and standards are provided in Appendix B. The performance standards (“Good” or “4” Level of Service) represent the minimum acceptable standards for the electrical control systems.
- C. **Management Information**  
The South Capitol Street Bridge Electrical Control System Operation and Maintenance Manual has been included as Appendix N. Plans will be available in the bid room.

**C.6.5 Pole Painting (Additive Alternate Batch CLIN 0011)**

The Contractor shall paint a batch of 100 cast iron, steel, or composite poles at the direction of the COTR. This CLIN may be exercised multiple times depending on the availability of funding. Offerors should prepare standalone pricing for a single batch. For the purposes of estimating Offerors should assume all work will be accomplished within a single month from NTP. Offerors should note this work is exclusive of CLINs 0001-0009 and should NOT be considered part of the fixed price offered. When painting poles, the Contractor shall use wet paint for cast iron poles and powder coat for steel poles. Offerors should note that older iron poles may be coated in a lead based paint.

**C.6.6 Upgrade/Convert Lighting Fixtures (Additive Alternate Batch CLIN 0012)**

The Contractor shall at the direction of the COTR upgrade/convert a batch of 100 lighting fixtures, of which approximately fifty percent will be LED conversions /upgrades. The scope of the upgrade includes changes from one wattage (or type) to another. Specifications for the CLIN0012 Upgrade/Conversion follow Special Requirements set forth in Sections C.6.2 .C and C.6.3.C. This CLIN may be exercised multiple times depending on the availability of funding. Offerors should prepare standalone pricing and technical approach for the upgrade of a batch of 100 lighting fixtures. CLIN 0012 pricing should incorporate expected maintenance savings for the remainder of the potential contract period. LED fixtures and lamps installed must meet DDOT specifications. Exercised portion of LED upgrade/conversion under CLIN0012 is in addition to the 2,500 LED replacement that DDOT plans to implement by 2015.

**C.6.7 Remote Monitoring Systems Installation (Additive Alternate Batch CLIN 0013)**

The Contractor shall install new photo control communications nodes and maintain the entire Remote Monitoring Systems at the node level. This CLIN may be exercised multiple times depending on the availability of funding. The minimum installation per occurrence of this optional CLIN should be based on 100 nodes. ROAM installation and maintenance costs include purchase, 5 yr service fee, installation, setup, and configuration of 100 Photo control nodes. The Offeror is reminded that DDOT desires to take advantage of innovations as early as practical in the five year contract while keeping the lump sum per CLIN relatively flat over the contract optional five year period.

**RFP NO. DCKA-2011-R-0150**  
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DDOT has installed ROAM<sup>®</sup> components on selected locations along alleys, and planned to expand the Remote Monitoring System as the funding becomes available. DDOT will distribute the new nodes in a manner compatible with the existing configuration. The District may evaluate other types of monitoring systems per Offeror's proposal. See Appendix T for ROAM<sup>®</sup> specifications.

**A. Installations**

The Contractor shall be responsible for installing new nodes according to the plan and specifications provided by DDOT or his designee (or representatives). The Contractor shall be responsible for the monitoring service fee for nodes.<sup>8</sup>

**B. Repairs**

The contractor shall be responsible for maintaining all the nodes and meeting the performance standards indicated in Appendix B.

**C. System Operability**

The contractor shall be responsible for maintaining the system operability at the performance standards indicated in Appendix B.

**C.7 EMERGENCY RESPONSE**

C.7.1 The Contractor shall be responsible for coordinating with the COTR, the Metropolitan Police and other emergency response organizations in its response to emergency incidents related to the assets for which it is responsible. For this contract, this includes incidents related to downed poles or cable, damaged overhead guide sign structures, collision-damaged tunnel lights, and other conditions affecting the safety of the traveling public. The Contractor shall respond promptly and make the roadway safe (by removing hazards from the roadway, if needed), provide emergency traffic control until the authorities arrive and perform other related activities as needed. The Contractor shall be available for response to emergencies 24 hours per day, 7 days per week. Emergency response is not a separate bid item, but is included in each bid item. Emergency response is required as part of the firm fixed price portion of the bid for each item and an emergency response plan is required as part of the Contractor's work plan. The Contractor shall build the price for emergency response into the prices for managing and maintaining the fixed price assets. The Contractor shall also respond in a timely manner to emergency situations such as series circuit outages and multiple circuit outages. The Contractor shall coordinate such situations with the COTR and PEPCO immediately upon notification or discovery of the outage.

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<sup>8</sup> The contractor is not required to add new gateways to the system.

**DCKA-2011-R-0150**

**FY11 DC Department of Transportation  
Citywide Streetlight Asset Management  
Services**

**A03 Attachments**  
**(Addendum No.3)**

**A03 Attachment  
DCKA-2011-R-0150  
DC Streetlight**

**Response to Questions**  
(As of September 26, 2011)

**Addendum No 3: RESPONSE TO QUESTIONS AND REQUEST FOR  
CLARIFICATION  
ASSET MANAGEMENT OF DC STREETLIGHT (DCKA-2011-R-0150)**

Following are the District's response to the questions submitted as of COB September 26, 2011.

**Question 1:** Please confirm that pursuant to Section 5 of the General Provisions that if the City or DDOT is sued for failing to maintain the street lights that the Contractor will be responsible for defending the lawsuit(s) and paying all attorney fees, settlement costs and damages that may result from such lawsuit(s).

**Response:** Yes. (No such Section 5). All assets are under the contractor's responsibility.

**Question 2:** Is a completed J 10 (attachment) due with the proposal submission?

**Response:** Yes. J.10 must be completed and submitted with the proposal.

**Question 3:** Should Innovation Plan proposals be bound separately from the Technical Volume or should the Innovation Plan be packaged as its own tabbed section within the Technical Proposal? If bound separately, then should offerors include one (1) original and ten (10) copies of the Innovation Plan as well?

**Response:** Prospective Offerors shall submit two proposals under separate cover (binder): 1) Technical Proposal and 2) Price Proposal. The OCP would expect that the Innovation Plan would be only one component of a prospective offeror's Technical Proposal. Refer L.2.5 of the RFP.

**Question 4:** Is DDOT open to deviation from the 8.5" by 11" page-size requirement for a limited number of fold-out 11" by 17" pages?

**Response:** Yes, if the information submitted is best suited to that page size.

**Question 5:** Regarding section L.2.3 of the RFP, would the District prefer to receive each of the three proposal parts (Technical Proposal, Staffing/Management/QC/QA/Past Performance, and Price Proposal) in a separate 3-ring binder, or all three parts combined in one 3-ring binder? If submitted as separate binders, the district would receive a total of 30 thin binders (10 copies of each part) from each offeror. If submitted combined in one binder, the District would receive a total of 10 fairly thick binders (10 copies of complete proposal) from each offeror.

**Response:** See Response to Question 3.

**Question 6:** Regarding section L.2.3 and section L.2.5.B.5 of the RFP, does the District intend for offerors to submit the Innovation Plan as part of the Technical Proposal, or as a separate document in a separate 3-ring binder?

**Response:** See Response to Question 3.

**Question 7:** Regarding section L.2.3 of the RFP, will the District accept proposals in a sealed BOX rather than a sealed ENVELOPE? Due to the length of the proposal and quantities requested, it will be difficult to submit proposals in an envelope.

**Response:** Yes.

**Question 8:** Regarding section L.2.5.B.2 Summary of Work Plan and section L.2.5.B.5 Innovation Plan. Summary of Work subsections a, c, d, and e request the same information as Innovation Plan sections d, c, e, and f. If the offeror is submitting an Innovation Plan, how should the information that the offeror provides in these subsections differ between the Summary of Work and Innovation Plan?

**Response:** In addition to Work Plan, if a Prospective Offeror proposes “innovation,” it may include some aspects that are different from regular Work Plan.

**Question 9:** Regarding section L.2.6.E.2 of the RFP (p 108), “project managers for each task area set forth in Section C of the RFP”, and section L.2.5.B.2, “each of the tasks set forth in Section C”. Would the District please clarify whether the task areas set forth in Section C are the task areas identified in section C.1.1 labeled A-F on page 24-25, or are the task areas identified by CLINs 0001-0008, 0009, 0010, 0011, 0012, 0013.

**Response:** Per Section L.2., Prospective Offerors to propose the staffing and management plan.

**Question 10:** Would the District please clarify whether the Project Managers (for each of the task areas) referenced in section L.2.6.E.2 of the RFP (p 108) are also considered Key Personnel, in addition to the Key Personnel identified in section L.20 (Program Manager, Field Leads, and Master Electrician).

**Response:** Project Managers are considered key personnel.

**Question 11:** Will bidders be given an opportunity to review all addendums and submit additional questions on same should additional clarification be necessary?

**Response:** Yes. Prospective offerors will be given the opportunity to submit additional questions in the event there is need for clarification. Additional questions shall be submitted no later than October 4<sup>th</sup>, 2011.

**Question 12:** Addendum #2 makes significant changes to the RFP will DDOT consider extending the bid opening by 2 weeks?

**Response:** The proposal submission date has been extended for one additional week. See the Addendum No. 3 cover page. As a point of clarification, this procurement process is the competitive sealed proposal process. Therefore there will be no public bid opening or sharing of price information with prospective offerors.

**Question 13:** Regarding A02 Attachment, DCKA-2011-R-0150 DC Streetlight R02 J.3 General (Wage) Decision Number: DC20080001 Construction Types: Heavy (Heavy and Sewer and Water Line) and Highway. This wage scale appears to apply to “construction projects” being that this is a service/maintenance contract and only requests repair, maintenance, replacement, modification, and relocation of DC street light assets do these rates apply? If so, please identify when these rates apply and the wage rates for Electrician & Apprentice.

**Response:** The rates would only apply in circumstances where such activities as excavation and paving are required to replace cables.

**Question 14:** Regarding the Service Contract Act provided in the RFP, are contractors to determine all wage rates from this scale for the repair, maintenance, replacement, modification, upgrade, and relocation of DC street light assets? There is about a \$20.00 an hour difference between “Construction” and “Service” labor rates. Please confirm the wage rate for Electrician and Apprentice.

ELEC0026-001 06/01/2011

Rates Fringes

Electricians.....\$ 39.75 3%+13.10

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23160 - Electrician, Maintenance

27.98

HEALTH & WELFARE: \$3.59 per hour

**Response:** The Contractor, its subcontractors, and lower tiered subcontractors shall use the wage rate or wage decision that is appropriate for the type of work that is being performed.

**Question 15:** Pursuant to the answers for Questions 3, 4 and 23:

**15a:** Can we get a copy of the Pepco/WGES contract?

**Response:** Yes. See the attached "A03 Appendix P: WGES Contract".

**15b:** Is the contract only for street lighting or is it part of a larger energy purchase for all city facilities?

**Response:** WGES Contract is for DDOT.

**15c:** Is the WGES kilowatt hour charge fixed for the term of the contract?

**Response:** Yes.

**15d:** If not, what determines the change and are there limits on changes?

**Response:** N.A.

**15e:** What escalation factors are in the contract for either Pepco or WGES?

**Response:** See the attached "A03 Appendix P WGES Contract".

**15f:** Can the contractor participate in the renegotiation of the end of the contract?

**Response:** No, however, the contractor can provide suggestions.

**Question 16:** Will DC DDOT provide training to the successful bidder for working with and using the current DC Streetlight Maintenance Data Base work order system?

**Response:** Yes.

**Question 17:** In preparing the material needed to meet all the performance measures and assumptions of what quantity will be needed, we have several questions to understand the age of the existing lamps on the system. What was the last time the following assets were group re-lamped and what was the frequency of the group re-lamping program for each over the last five years (the first asset management contract time frame):

- A. Incandescent street light fixtures?
- B. Incandescent alley lights fixtures?
- C. Mercury Vapor Street lights fixtures?
- D. Mercury Vapor Alley lights fixtures?
- E. HPS street light fixtures?

- F. HPS alley light fixtures?
- G. Bridge lighting fixtures?
- H. Overhead guide signs?
- I. Navigation and obstruction light fixtures?
- J. Radio tower light fixtures?
- K. Welcome to Washington Sign light fixtures?
- L. Under deck light fixtures that will be under this contract?
- M. All underpass light fixtures that will be under this contract?
- N. All tunnel light fixtures that will be under this contract?
- O. Pedestrian over pass light fixtures?
- P. Bike trail light fixtures, solar powered?
- Q. Any Special lighting fixtures that were referenced in the RFP and will be included in this contract?
- R. Chinatown Archway light fixtures?

**Response:** Potential Offerors shall refer to Response #40 included in Addendum No.2 - iSLIMS data via the link: [http://pilotdcsl.islims.com/searchEdit/se\\_WorkOrders\\_02.aspx](http://pilotdcsl.islims.com/searchEdit/se_WorkOrders_02.aspx)

**Question 18:** In the last Street Light Asset Management Contract there was a \$100,000.00 threshold on a single event failure of asset that would trigger a Change Order. This would allow the contractor to minimize his cost exposure up to \$100,000.00 for the repair. There is no stated clause in this RFP limiting that risk, it is unlimited.

**18a:** Was there any failure during the last five years that required a Change Order?

**Response:** No.

**18b:** If so, what was involved?

**Response:** N.A.

**18c:** When did it happen?

**Response:** N.A.

**18d:** What was the scope and cost of the failure?

**Response:** N.A.

**18e:** Will DDOT consider limiting a onetime cost exposure to this contract as used in the past?

**Response:** No. The limitation that exists in the current contract was the result of contract negotiations. Given the current scope of work, the Contractors liability and exposure is in accordance with the Indemnification Clause/Article, which is a provision of the Standard Contract Provisions for Supplies and Service and the Standard Specifications for Highways and Structures.

**Question 19:** In the past DDOT has provided specifications indicating which assets were included for the South Capitol Street Bridge CLIN 09. As of now it only says “all electrical systems” without any clear definition. Are we to assume full cost responsibility for the following components?

- A. Submarine cable

- B. Phone system
- C. Pump system
- D. Fan system
- E. Video surveillance system
- F. Transformers located off the bridge
- G. LED Lighting, street lighting, navigation lighting and house lighting on the entire bridge.
- H. Where is the explanation between the mechanical and the electrical system? For example if the motor is operating but the mechanical gears are sheared the toggles will not withdraw, which would clearly be a mechanical issue not an electrical issue.

**Response:** See the revised “RA02 Appendix N: S. Capitol Bridge Components” in the Attachments.

**Question 20:** Page 25 of 125 C.1.1 Bridge Light Poles 5. Understanding the nature of bridge light poles, very unique to each bridge, one in kind on the system, very expensive, most poles are not a standard item for any manufacturer, replacements must be custom made to order taking months to have built, please provide the following information:

**20a:** Over the past five years, how many of the knockdown poles were on bridges?

**Response:** Potential Offerors shall refer to Response #40 included in Addendum No.2 - iSLIMS data via the link: [http://pilotdcs1.islims.com/searchEdit/se\\_WorkOrders\\_02.aspx](http://pilotdcs1.islims.com/searchEdit/se_WorkOrders_02.aspx)

**20b:** How will DC DDOT use a custom made pole in the preference [performance] measures if one must be replaced?

**Response:** If such an instance occurs, it will be adjusted individually. The issue has not occurred during the current Asset Management contract.

**20c:** Does DC DDOT have engineer drawings for each unique light pole on the following bridges?

- A. Key Bridge
- B. Whitehurst Freeway
- C. T Roosevelt Bridge over the Potomac River
- D. M Street, NW over Rock Creek Parkway
- E. 16th Street over Piney Branch Parkway
- F. Connecticut Ave, NW over Rock Creek
- G. Connecticut Ave, NW over Klinge Road

**Response:** No.

**Question 21:** Page 27 of 125 C.1.8 7. It is stated that “The contractor shall assume full responsibility for managing, maintaining, relocating, abandoning and preserving the assets described in this RFP, and providing the relevant data to DDOT.”

**21a:** How many relocations of streetlights were done each of the past 5 years?

**Response:** Potential Offerors shall refer to Response #40 included in Addendum No.2 - iSLIMS data via the link: [http://pilotdcs1.islims.com/searchEdit/se\\_WorkOrders\\_02.aspx](http://pilotdcs1.islims.com/searchEdit/se_WorkOrders_02.aspx)

**21b:** What was the split of relocations between the Wards (the quantity done per Ward)?

**Response:** Potential Offerors shall refer to Response #40 included in Addendum No.2 - iSLIMS data via the link: [http://pilotdcs1.islims.com/searchEdit/se\\_WorkOrders\\_02.aspx](http://pilotdcs1.islims.com/searchEdit/se_WorkOrders_02.aspx)

**21c:** What type of poles were involved?

**Response:** Potential Offerors shall refer to Response #40 included in Addendum No.2 - iSLIMS data via the link: [http://pilotdcs1.islims.com/searchEdit/se\\_WorkOrders\\_02.aspx](http://pilotdcs1.islims.com/searchEdit/se_WorkOrders_02.aspx)

**21d:** What was the split between streetlights and alley lights relocated?

**Response:** Potential Offerors shall refer to Response #40 included in Addendum No.2 - iSLIMS data via the link: [http://pilotdcs1.islims.com/searchEdit/se\\_WorkOrders\\_02.aspx](http://pilotdcs1.islims.com/searchEdit/se_WorkOrders_02.aspx)

**21e:** Does DC DDOT direct the contractor as to the new location of the moved asset?

**Response:** Yes.

**Question 22:** Page 55 of 125 C.6.5 Pole Painting (Additive Alternate Batch CLIN 0011) 8. Since steel pole must be powder coated, this process must be done in an indoor environment. Poles would have to be removed, sent away or a replacement pole installed.

**Response:** This statement is misleading. Powder coating and painting can be achieved without removing the poles. Contractors are to propose the best suitable methods. Also see the "RA02 Appendix B: Performance Measures" PM67 in the Attachments.

DDOT provides responses to the following questions only:

**22a:** How many poles will DC DDOT allow to be removed at one time?

**Response:** Contractor to propose. Note that Contractor is required to maintain the lighting level (same lumen) per removal and comply with the applicable performance measures.

**22b:** How many poles will be allowed to be removed per block?

**Response:** At Contractor's discretion.

**22c:** Will the batch of 100 be citywide or tightly grouped together?

**Response:** Citywide. DDOT intends to group poles as close as possible for each request.

**22d:** Has DC DDOT tested the older Cast Iron poles for lead Paint?

**Response:** Yes. DDOT tested one area.

**22e:** If so what percentage tested contain lead paint?

**Response:** The area (in Georgetown) tested was in a concentrated area with old cast iron poles that were install prior to the lead-based paint ban in 1978. Enough samples were tested and it was determined that all 800 of these cast iron poles contained lead. The test was conducted for a specific area and does not provide the accurate percentage for the city.

Note that the old cast iron poles prior to the introduction of lead paint regulation constitute small portion of the entire Cast Iron Poles citywide. There are many cast iron poles installed after 1978 which do not contain lead in the paint.

**22f:** Can the Cast Iron poles be encapsulation with wet paint?

**Response:** Yes. As long as the aesthetic is not compromised.

**22g:** Must the Cast Iron Poles be stripped of the lead paint before painting?

**Response:** Yes. If the encapsulation method is not conducted.

**Question 23:** Page 55 of 125 C.6.7 Remote Monitoring System Installation (Additive Alternate Batch CLIN 0013) Understanding the Remote Monitoring System functionality and the need to position the gateways close to the nodes.

**23a:** Will the distance between the group of 100 nodes and gateway be close enough to allow normal communication to occur between them using only one gateway per 100 nodes?

**Response:** Batch CLIN 13 ROAM installation will not include gateway purchase, service fee, or installation. Prospective Offerors consider costing for purchase, 5 yr service fee, installation, setup, and configuration of 100 Photo control nodes. See revised pages R54-55 of the RFP and “RA02 Appendix B: Performance Measures” PMs 69-71 in the Attachments”.

**23b:** Or must the offeror consider one node to one gateway?

**Response:** See Response to Question 22a above.

**Question 24:** The response to question 94a stated to see revised appendix N File 02: Street and Alley Light Inventory GIS Database. However, Appendix N File 02 was not included in the CD that was supplied with Addendum #2. Can DDOT please provide the revised Appendix N? The response also stated the offerer can download GIS data from data.dc.gov. The only file that I could locate was DDOT via DC GIS which shows the location of the streetlights on Google Earth. Is there another location where the offerer can locate revised appendix N?

	GIS	05/06/2009	05/06/2009
Soils data - NRCS (SSURGO) federal government data.			
Speciality Lighting	DC GIS		
Speed Detector	DC GIS		
Stairs	OCTO via DC GIS		
Street Car - planned	DDOT via DC GIS		
2030 transportation plan			
Street Light	DDOT via DC GIS		
Subwatersheds - Anacostia River	DDOE via DC GIS		
Larger scale subwatersheds for the anacostia river. These differ for the existing subwatersheds downloaded from the USGS in scale and detail.			
Supercans	DC GIS		
Swimming pools	OCTO via DC GIS		
Swimming Pools			
Tax Increment Financing Areas	EOM via DC GIS		

**Response:** There is an erratum in the Response to Question 94a. Appendix D File 02 instead of Appendix N. Disregard Column N in “Street and Alley Lights” worksheet of “Appendix D 02: Street and Alley Light Inventory GIS Database” file.

The website to look up and download GIS data: <http://data.dc.gov/>. As indicated in the table above, the third column is for Google Earth. To the right, in the 4<sup>th</sup> column, there is a green button that is to download the database. Special Lights are also on the download section.

**DCKA-2011-R-0150**

**FY11 DC Department of Transportation  
Citywide Streetlight Asset Management  
Services Contract**

**A03 Appendices**  
**(Addendum No.3)**

# **RA02 Appendix B: Performance Measures**

RA02 Appendix B Performance Measures

Ne w #	CLIN	PM Type	Performance Measure	Sample	5 - Excellent	4 - Good	3 - Fair	2 - Poor	1 - Very Poor
1	000X - Electrical	Condition	Lights functioning correctly generating the required illumination, not dim, and not on during the day.	Sample area	98% of lights within the sample are functioning properly.	95% of lights within the sample are functioning properly.	90% of lights within the sample are functioning properly.	80% of lights within the sample are functioning properly.	Less than 80% of lights within the sample are functioning properly.
2	000X - Electrical	Time Critical	Timeliness of repair of non-functioning lights.	Evaluation Period	98% of non-functioning lights (excluding "no-currents") repaired within 4 days.	95% of non-functioning lights (excluding "no-currents") repaired within 4 days.	90% of non-functioning lights (excluding "no-currents") repaired within 4 days.	80% of non-functioning lights (excluding "no-currents") repaired within 4 days.	Less than 80% of non-functioning lights (excluding "no-currents") repaired within 4 days.
3	000X - Electrical	Time Critical	Timeliness of repair of non-functioning lights in a CEFA	Evaluation Period	98% of non-functioning lights (except "no-currents") repaired within 48 hours of noted deficiency.	95% of non-functioning lights (except "no-currents") repaired within 48 hours of noted deficiency.	90% of non-functioning lights (except "no-currents") repaired within 48 hours of noted deficiency.	80% of non-functioning lights (except "no-currents") repaired within 48 hours of noted deficiency.	Less than 80% of non-functioning lights (except "no-currents") repaired within 48 hours of noted deficiency.
4	000X - Electrical	Time Critical	Timeliness of repair of no-current lights in a CEFA that do not require a cut	Evaluation Period	98% of "no-current" light outages not requiring a cut repaired within 4 days of the noted deficiency.	95% of "no-current" light outages not requiring a cut repaired within 4 days of the noted deficiency.	90% of "no-current" light outages not requiring a cut repaired within 4 days of the noted deficiency.	80% of "no-current" light outages not requiring a cut repaired within 4 days of the noted deficiency.	Less than 80% of "no-current" light outages not requiring a cut repaired within 4 days of the noted deficiency.
5	000X - Electrical	Time Critical	Timeliness of repair of no-current lights in an CEFA requiring a cut	Evaluation Period	98% of "no-current" light outages requiring a cut repaired within 30 days of the noted deficiency.	95% of "no-current" light outages requiring a cut repaired within 30 days of the noted deficiency.	90% of "no-current" light outages requiring a cut repaired within 30 days of the noted deficiency.	80% of "no-current" light outages requiring a cut repaired within 30 days of the noted deficiency.	Less than 80% of "no-current" light outages requiring a cut repaired within 30 days of the noted deficiency.
6	000X - Electrical	Time Critical	Timeliness of repair of no-current lights that do not require a cut	Evaluation Period	98% of "no-current" light outages not requiring a cut repaired within 15 days of the noted deficiency.	95% of "no-current" light outages not requiring a cut repaired within 15 days of the noted deficiency.	90% of "no-current" light outages not requiring a cut repaired within 15 days of the noted deficiency.	80% of "no-current" light outages not requiring a cut repaired within 15 days of the noted deficiency.	Less than 80% of "no-current" light outages not requiring a cut repaired within 15 days of the noted deficiency.
7	000X - Electrical	Time Critical	Timeliness of repair of no-current lights requiring a cut	Evaluation Period	98% of "no-current" light outages requiring a cut repaired within 60 days of the noted deficiency.	95% of "no-current" light outages requiring a cut repaired within 60 days of the noted deficiency.	90% of "no-current" light outages requiring a cut repaired within 60 days of the noted deficiency.	80% of "no-current" light outages requiring a cut repaired within 60 days of the noted deficiency.	Less than 80% of "no-current" light outages requiring a cut repaired within 60 days of the noted deficiency.
8	000X - Electrical	Time Critical	Timeliness of repairs of multiple circuit no-current problems where an entire block is without lights.	Evaluation Period	98% of "no-current" problem on high-voltage series and multiple circuits repaired within 7 days of the noted deficiency.	95% of "no-current" problem on high-voltage series and multiple circuits repaired within 7 days of the noted deficiency.	90% of "no-current" problem on high-voltage series and multiple circuits repaired within 7 days of the noted deficiency.	80% of "no-current" problem on high-voltage series and multiple circuits repaired within 7 days of the noted deficiency.	Less than 80% of "no-current" problem on high-voltage series and multiple circuits repaired within 7 days of the noted deficiency.

RA02 Appendix B Performance Measures

Ne w #	CLIN	PM Type	Performance Measure	Sample	5 - Excellent	4 - Good	3 - Fair	2 - Poor	1 - Very Poor
9	000X - Electrical	Time Critical	Timeliness of repair of "day burner" lights	Evaluation Period	98% of "day burner" street and alley lights repaired within 4 days of the noted deficiency.	95% of "day burner" street and alley lights repaired within 4 days of the noted deficiency.	90% of "day burner" street and alley lights repaired within 4 days of the noted deficiency.	80% of "day burner" street and alley lights repaired within 4 days of the noted deficiency.	Less than 80% of "day burner" street and alley lights repaired within 4 days of the noted deficiency.
10	000X - Electrical	Time Critical	Timeliness of repair of dim lights	Evaluation Period	98% of dim lights due to ballast assembly repaired within 4 days of the noted deficiency.	95% of dim lights due to ballast assembly repaired within 4 days of the noted deficiency.	90% of dim lights due to ballast assembly repaired within 4 days of the noted deficiency.	80% of dim lights due to ballast assembly repaired within 4 days of the noted deficiency.	Less than 80% of dim lights due to ballast assembly repaired within 4 days of the noted deficiency.
11	000X - Electrical	Time Critical	Timeliness of replacement of defective fixtures by conversion	Evaluation Period	98% of defective fixtures replaced by conversion within 30 days of the noted deficiency.	95% of defective fixtures replaced by conversion within 30 days of the noted deficiency.	90% of defective fixtures replaced by conversion within 30 days of the noted deficiency.	80% of defective fixtures replaced by conversion within 30 days of the noted deficiency.	Less than 80% of defective fixtures replaced by conversion within 30 days of the noted deficiency.
12	000X - Electrical	Time Critical	Timeliness of replacement of 2,500 MV, INC, MH and HPS lights in non-white light areas with LEDs over 4 yrs	Evaluation Period	More than 625 ally and streetlight fixtures replaced with LEDs within a year.	625 ally and streetlight fixtures replaced with LEDs within a year.	More than 594 ally and streetlight fixtures replaced with LEDs within a year.	More than 563 ally and streetlight fixtures replaced with LEDs within a year	Less than 563 ally and streetlight fixtures replaced with LEDs within a year
13	000X - Electrical	Condition	Radio tower lights functioning	Entire Population	All lights are functioning properly.	2 lights on the tower are not functioning properly.	3 lights on the tower are not functioning properly.	4 lights on the tower are not functioning properly.	More than 4 lights on the tower are not functioning properly.
14	000X - Electrical	Time Critical	Non-functioning radio tower lights repaired in a timely manner. Note – action is not required if 2 or Less lights are out.	Evaluation Period	98% of noted deficiencies repaired within 3 days.	95% of noted deficiencies repaired within 3 days.	90% of noted deficiencies repaired within 3 days.	80% of noted deficiencies repaired within 3 days.	Less than 80% of noted deficiencies repaired within 3 days.
15	000X - Electrical	Condition	Chinatown Archway lights functioning	Entire Population	All lights are functioning properly.	1 light is not functioning properly.	2 lights are not functioning properly.	3 lights are not functioning properly.	more than 3 lights are not functioning properly.
16	000X - Electrical	Time Critical	Non-functioning China Town archway lights are repaired in a timely manner	Evaluation Period	98% of non-functioning lights repaired within 15 days of the noted deficiency.	95% of non-functioning lights repaired within 15 days of the noted deficiency.	90% of non-functioning lights repaired within 15 days of the noted deficiency.	80% of non-functioning lights repaired within 15 days of the noted deficiency.	Less than 80% of non-functioning lights repaired within 15 days of the noted deficiency.

RA02 Appendix B Performance Measures

Ne w #	CLIN	PM Type	Performance Measure	Sample	5 - Excellent	4 - Good	3 - Fair	2 - Poor	1 - Very Poor
17	000X - Electrical	Condition	Bridge street lights functioning	Sample area	98% of bridge street lights are functioning properly.	95% of bridge street lights are functioning properly.	90% of bridge street lights are functioning properly.	80% of bridge street lights are functioning properly.	Less than 80% of bridge street lights are functioning properly.
18	000X - Electrical	Condition	Pedestrian bridge lighting functioning	Entire Population	98% of pedestrian bridge lights are functioning properly.	95% of pedestrian bridge lights are functioning properly.	90% of pedestrian bridge lights are functioning properly.	80% of pedestrian bridge lights are functioning properly.	Less than 80% of pedestrian bridge lights are functioning properly.
19	0009 - Bridge System and Navigation Lights	Condition	Bridge underdeck lighting functioning	Entire Population	98% of bridge underdeck lights are functioning properly.	95% of bridge underdeck lights are functioning properly.	90% of bridge underdeck lights are functioning properly.	80% of bridge underdeck lights are functioning properly.	Less than 80% of bridge underdeck lights are functioning properly.
20	000X - Electrical	Time Critical	Timeliness of bridge lighting repair	Evaluation Period	98% of non-functioning light (excluding "no-currents") repaired within 4 days of noted deficiency.	95% of non-functioning light (excluding "no-currents") repaired within 4 days of noted deficiency.	90% of non-functioning light (excluding "no-currents") repaired within 4 days of noted deficiency.	80% of non-functioning light (excluding "no-currents") repaired within 4 days of noted deficiency.	Less than 80% of non-functioning light (excluding "no-currents") repaired within 4 days of noted deficiency.
21	000X - Electrical	Time Critical	Timeliness of bridge lighting repair – No current	Evaluation Period	98% of "no-current" light outages repaired within 15 days of the noted deficiency.	95% of "no-current" light outages repaired within 15 days of the noted deficiency.	90% of "no-current" light outages repaired within 15 days of the noted deficiency.	80% of "no-current" light outages repaired within 15 days of the noted deficiency.	Less than 80% of "no-current" light outages repaired within 15 days of the noted deficiency.
22	000X - Electrical	Condition	Tunnel and underpass lighting functioning	Entire Population	98% of tunnel or underpass lights are functioning properly.	95% of tunnel or underpass lights are functioning properly.	90% of tunnel or underpass lights are functioning properly.	80% of tunnel or underpass lights are functioning properly.	Less than 80% of tunnel or underpass lights are functioning properly.
23	000X - Electrical	Time Critical	Timeliness of repair - tunnel and underpass lighting	Evaluation Period	98% of non-functioning lights (excluding "no-currents") repaired within 5 days of noted deficiency.	95% of non-functioning lights (excluding "no-currents") repaired within 5 days of noted deficiency.	90% of non-functioning lights (excluding "no-currents") repaired within 5 days of noted deficiency.	80% of non-functioning lights (excluding "no-currents") repaired within 5 days of noted deficiency.	Less than 80% of non-functioning lights (excluding "no-currents") repaired within 5 days of noted deficiency.
24	000X - Electrical	Time Critical	Timeliness of repair – tunnel and underpass lights with no current	Evaluation Period	98% of "no-current" light outages repaired within 90 days of the noted deficiency.	95% of "no-current" light outages repaired within 90 days of the noted deficiency.	90% of "no-current" light outages repaired within 90 days of the noted deficiency.	80% of "no-current" light outages repaired within 90 days of the noted deficiency.	Less than 80% of "no-current" light outages repaired within 90 days of the noted deficiency.

RA02 Appendix B Performance Measures

Ne w #	CLIN	PM Type	Performance Measure	Sample	5 - Excellent	4 - Good	3 - Fair	2 - Poor	1 - Very Poor
25	000X - Electrical	Time Critical	Timeliness of repair – tunnel and underpass lights with collision damage	Evaluation Period	98% of light outages due to collision damage repaired within 30 days of the noted deficiency.	95% of light outages due to collision damage repaired within 30 days of the noted deficiency.	90% of light outages due to collision damage repaired within 30 days of the noted deficiency.	80% of light outages due to collision damage repaired within 30 days of the noted deficiency.	Less than 80% of light outages due to collision damage repaired within 30 days of the noted deficiency.
26	000X - Electrical	Time Critical	Respond and make safe Tunnel and underpass lights with collision damage	Evaluation Period	98% of tunnel light collision damage incidents responded to and made safe within 2 hours of the noted deficiency.	95% of tunnel light collision damage incidents responded to and made safe within 2 hours of the noted deficiency.	90% of tunnel light collision damage incidents responded to and made safe within 2 hours of the noted deficiency.	80% of tunnel light collision damage incidents responded to and made safe within 2 hours of the noted deficiency.	Less than 80% of tunnel light collision damage incidents responded to and made safe within 2 hours of the noted deficiency.
27	000X - Electrical	Condition	Overhead guide sign lighting functioning	Entire Population	98% of overhead guide sign lights are functioning properly.	95% of overhead guide sign lights are functioning properly.	90% of overhead guide sign lights are functioning properly.	80% of overhead guide sign lights are functioning properly.	Less than 80% of overhead guide sign lights are functioning properly.
28	000X - Electrical	Time Critical	Timeliness of overhead guide sign repair	Evaluation Period	98% of non-functioning lights (excluding "no-currents") repaired within 5 days of noted deficiency.	95% of non-functioning lights (excluding "no-currents") repaired within 5 days of noted deficiency.	90% of non-functioning lights (excluding "no-currents") repaired within 5 days of noted deficiency.	80% of non-functioning lights (excluding "no-currents") repaired within 5 days of noted deficiency.	Less than 80% of non-functioning lights (excluding "no-currents") repaired within 5 days of noted deficiency.
29	000X - Electrical	Time Critical	Timeliness of repair – overhead guide sign no current	Evaluation Period	98% of "no-current" light outages repaired within 45 days of the noted deficiency.	95% of "no-current" light outages repaired within 45 days of the noted deficiency.	90% of "no-current" light outages repaired within 45 days of the noted deficiency.	80% of "no-current" light outages repaired within 45 days of the noted deficiency.	Less than 80% of "no-current" light outages repaired within 45 days of the noted deficiency.
30	000X - Electrical	Condition	Welcome to Washington signs' lights functioning	Entire Population	98% of the lights on the sign are functioning properly.	95% of the lights on the sign are functioning properly.	90% of the lights on the sign are functioning properly.	80% of the lights on the sign are functioning properly.	Less than 80% of the lights on the sign are functioning properly.
31	000X - Electrical	Time Critical	Timeliness of repair - Welcome to Washington Signs	Evaluation Period	98% of non-functioning lights (excluding "no-currents") repaired within 4 days of noted deficiency.	95% of non-functioning lights (excluding "no-currents") repaired within 4 days of noted deficiency.	90% of non-functioning lights (excluding "no-currents") repaired within 4 days of noted deficiency.	80% of non-functioning lights (excluding "no-currents") repaired within 4 days of noted deficiency.	Less than 80% of non-functioning lights (excluding "no-currents") repaired within 4 days of noted deficiency.
32	000X - Electrical	Time Critical	Timeliness of repair - Welcome to Washington Signs - no current	Evaluation Period	98% of Each "no-current" light outage repaired within 45 days of the noted deficiency.	95% of Each "no-current" light outage repaired within 45 days of the noted deficiency.	90% of Each "no-current" light outage repaired within 45 days of the noted deficiency.	80% of Each "no-current" light outage repaired within 45 days of the noted deficiency.	Less than 80% of Each "no-current" light outage repaired within 45 days of the noted deficiency.

RA02 Appendix B Performance Measures

Ne w #	CLIN	PM Type	Performance Measure	Sample	5 - Excellent	4 - Good	3 - Fair	2 - Poor	1 - Very Poor
33	000X - Electrical	Data	Changes of wattage and light types reported to DDOT	Evaluation Period	Contractor reports 98% of changes to DDOT within 30 days of the repair/ replacement	Contractor reports 95% of changes to DDOT within 30 days of the repair/ replacement	Contractor reports 90% of changes to DDOT within 30 days of the repair/ replacement	Contractor reports 80% of changes to DDOT within 30 days of the repair/ replacement	Contractor reports Less than 80% of changes to DDOT within 30 days of the repair/ replacement
34	000X - Electrical	Time Critical	Response to Miss Utility Requests	Evaluation Period	Contractor responds to 98% of Miss Utility Requests within 2 days.	Contractor responds to 95% of Miss Utility Requests within 2 days.	Contractor responds to 90% of Miss Utility Requests within 2 days.	Contractor responds to 80% of Miss Utility Requests within 2 days.	Contractor responds to Less than 80% of Miss Utility Requests within 2 days.
35	000X - Structural	Time Critical	Timeliness of repair of Washington Globes	Evaluation Period	98% of broken or missing globes replaced within 4 days of the noted deficiency.	95% of broken or missing globes replaced within 4 days of the noted deficiency.	90% of broken or missing globes replaced within 4 days of the noted deficiency.	80% of broken or missing globes replaced within 4 days of the noted deficiency.	Less than 80% of broken or missing globes replaced within 4 days of the noted deficiency.
36	000X - Structural	Condition	Pole and Base access holes are properly covered.	Sample area	95% of access holes are properly covered with covers of the correct size and fit.	90% of access holes are properly covered with covers of the correct size and fit.	85% of access holes are properly covered with covers of the correct size and fit.	80% of access holes are properly covered with covers of the correct size and fit.	Less than 80% of access holes are properly covered with covers of the correct size and fit.
37	000X - Structural	Time Critical	Pole and Base access holes are properly covered in a timely manner	Evaluation Period	98% of missing or improperly covered access holes properly covered within 30 days of the noted deficiency.	95% of missing or improperly covered access holes properly covered within 30 days of the noted deficiency.	90% of missing or improperly covered access holes properly covered within 30 days of the noted deficiency.	80% of missing or improperly covered access holes properly covered within 30 days of the noted deficiency.	Less than 98% of missing or improperly covered access holes properly covered within 30 days of the noted deficiency.
38	000X - Structural	Condition	Light poles are vertical.	Sample area	98% of light poles are within 10 degrees of vertical.	95% of light poles are within 10 degrees of vertical.	90% of light poles are within 10 degrees of vertical.	80% of light poles are within 10 degrees of vertical.	Less than 80% of light poles are within 10 degrees of vertical.
39	000X - Structural	Time Critical	Leaning poles are repaired in a timely manner	Evaluation Period	98% of leaning poles repaired within 7 days of the noted deficiency.	95% of leaning poles repaired within 7 days of the noted deficiency.	90% of leaning poles repaired within 7 days of the noted deficiency.	80% of leaning poles repaired within 7 days of the noted deficiency.	Less than 80% of leaning poles repaired within 7 days of the noted deficiency.
40	000X - Structural	Time Critical	Trees are trimmed from around lights	Evaluation Period	98% of trees blocking a light properly trimmed within 15 days of the noted deficiency.	95% of trees blocking a light properly trimmed within 15 days of the noted deficiency.	90% of trees blocking a light properly trimmed within 15 days of the noted deficiency.	80% of trees blocking a light properly trimmed within 15 days of the noted deficiency.	Less than 80% of trees blocking a light properly trimmed within 15 days of the noted deficiency.

RA02 Appendix B Performance Measures

Ne w #	CLIN	PM Type	Performance Measure	Sample	5 - Excellent	4 - Good	3 - Fair	2 - Poor	1 - Very Poor
41	000X - Structural	Condition	Elephant ears in place and secured.	Sample area	95% of elephant ears are in place and properly secured.	90% of elephant ears are in place and properly secured.	85% of elephant ears are in place and properly secured.	80% of elephant ears are in place and properly secured.	Less than 80% of elephant ears are in place and properly secured.
42	000X - Structural	Time Critical	Missing elephant ears are replaced in a timely manner	Evaluation Period	98% of missing elephant ears replaced within 10 days of the noted deficiency.	95% of missing elephant ears replaced within 10 days of the noted deficiency.	90% of missing elephant ears replaced within 10 days of the noted deficiency.	80% of missing elephant ears replaced within 10 days of the noted deficiency.	Less than 80% of missing elephant ears replaced within 10 days of the noted deficiency.
43	000X - Structural	Condition	T-bases structurally sound and free of defects.	Sample area	98% of T-bases are structurally sound and free of defects.	95% of T-bases are structurally sound and free of defects.	90% of T-bases are structurally sound and free of defects.	80% of T-bases are structurally sound and free of defects.	Less than 80% of T-bases are structurally sound and free of defects.
44	000X - Structural	Time Critical	Timeliness of replacement of deficient T-Bases	Evaluation Period	98% of T-bases meeting one or more specified criteria for replacement replaced within 30 days of the noted deficiency.	95% of T-bases meeting one or more specified criteria for replacement replaced within 30 days of the noted deficiency.	90% of T-bases meeting one or more specified criteria for replacement replaced within 30 days of the noted deficiency.	80% of T-bases meeting one or more specified criteria for replacement replaced within 30 days of the noted deficiency.	Less than 80% of T-bases meeting one or more specified criteria for replacement replaced within 30 days of the noted deficiency.
45	000X - Structural	Condition	Wood poles structurally sound	Sample area	98% of wood poles are structurally sound and pass the specified test.	95% of wood poles are structurally sound and pass the specified test.	90% of wood poles are structurally sound and pass the specified test.	80% of wood poles are structurally sound and pass the specified test.	Less than 80% of wood poles are structurally sound and pass the specified test.
46	000X - Structural	Time Critical	Timeliness of replacement of deficient Wood Poles	Evaluation Period	98% of wood poles failing the specified test (see Appendix E) replaced within 30 days of the test failure.	95% of wood poles failing the specified test (see Appendix E) replaced within 30 days of the test failure.	90% of wood poles failing the specified test (see Appendix E) replaced within 30 days of the test failure.	80% of wood poles failing the specified test (see Appendix E) replaced within 30 days of the test failure.	Less than 80% of wood poles failing the specified test (see Appendix E) replaced within 30 days of the test failure.
47	000X - Structural	Time Critical	Manhole and handhold inspection/repair	Evaluation Period	98% of deficient manholes and handholds repaired within 30 days of identification of the deficiency.	95% of deficient manholes and handholds repaired within 30 days of identification of the deficiency.	90% of deficient manholes and handholds repaired within 30 days of identification of the deficiency.	80% of deficient manholes and handholds repaired within 30 days of identification of the deficiency.	Less than 80% of deficient manholes and handholds repaired within 30 days of identification of the deficiency.
48	000X - Structural	Condition	Manhole and handhole rim near pavement grade	Sample area	98% of manhole and handholes rims are $\leq 1/2$ " above or below roadway grade.	95% of manholes and handholes and handholes rims are $\leq 1/2$ " above or below roadway grade.	90% of manhole and handholes and handholes rims are $\leq 1/2$ " above or below roadway grade.	85% of manhole and handholes rims are $\leq 1/2$ " above or below roadway grade.	Less than 85% of manhole and handholes rims are $\leq 1/2$ " above or below roadway grade.

RA02 Appendix B Performance Measures

Ne w #	CLIN	PM Type	Performance Measure	Sample	5 - Excellent	4 - Good	3 - Fair	2 - Poor	1 - Very Poor
49	000X - Structural	Condition	Manholes and handholes structurally sound	Sample area	98% of manhole and handhole rims are structurally sound with a structurally sound, undamaged cover <= 1/8" above or below the manhole rim.	95% of manhole and handholes rims are structurally sound with a structurally sound, undamaged cover <= 1/8" above or below the manhole rim.	90% of manhole and handholes rims are structurally sound with a structurally sound, undamaged cover <= 1/8" above or below the manhole rim.	80% of manhole and handholes rims are structurally sound with a structurally sound, undamaged cover <= 1/8" above or below the manhole rim.	Less than 80% of manhole and handholes rims are structurally sound with a structurally sound, undamaged cover <= 1/8" above or below the manhole rim.
50	000X - Structural	Condition	Manholes and handholes free of dirt water and debris.	Sample area	98% of manholes and handholes are free of dirt, water, and debris.	95% of manholes are handholes are free of dirt, water, and debris.	90% of manholes and handholes are free of dirt, water, and debris.	80% of manholes and handholes are free of dirt, water, and debris.	Less than 80% of manholes and handholes are free of dirt, water, and debris.
51	000X - Structural	Time Critical	Timeliness of repair of out of grade manholes/handholes or manholes/handholes with structural problems	Evaluation Period	98% of inspected manholes/handholes not within 1/2 inch of pavement grade or with structural problems repaired within 20 days of the inspection.	95% of inspected manholes/handholes not within 1/2 inch of pavement grade or with structural problems repaired within 20 days of the inspection.	90% of inspected manholes/handholes not within 1/2 inch of pavement grade or with structural problems repaired within 20 days of the inspection.	80% of inspected manhole/handholes not within 1/2 inch of pavement grade or with structural problems repaired within 20 days of the inspection.	Less than 80% of inspected manhole/handholes not within 1/2 inch of pavement grade or with structural problems repaired within 20 days of the inspection.
52	000X - Structural	Time Critical	Timeliness of cleaning of inspected manholes and handholes	Evaluation Period	98% of inspected manholes and handholes not free of dirt, water and debris cleaned within 20 days of the inspection.	95% of inspected manholes and handholds not free of dirt, water and debris cleaned within 20 days of the inspection.	90% of inspected manholes and handholds not free of dirt, water and debris cleaned within 20 days of the inspection.	80% of inspected manholes and handholes not free of dirt, water and debris cleaned within 20 days of the inspection.	Less than 80% of inspected manholes and handholes not free of dirt, water and debris cleaned within 20 days of the inspection.
53	000X - Structural	Time Critical	Timeliness of knock-downs being "made safe"	Evaluation Period	98% of pole knock-downs "made safe" within 2 hours of the noted deficiency.	95% of pole knock-downs "made safe" within 2 hours of the noted deficiency.	90% of pole knock-downs "made safe" within 2 hours of the noted deficiency.	80% of pole knock-downs "made safe" within 2 hours of the noted deficiency.	Less than 80% of pole knock-downs "made safe" within 2 hours of the noted deficiency.
54	000X - Structural	Time Critical	Timeliness of knock-down replacement	Evaluation Period	98% of pole knockdowns replaced within 45 days of knockdown.	95% of pole knockdowns replaced within 45 days of knockdown.	90% of pole knockdowns replaced within 45 days of knockdown.	80% of pole knockdowns replaced within 45 days of knockdown.	Less than 80% of pole knockdowns replaced within 45 days of knockdown.
55	000X - Structural	Time Critical	Timeliness of missing pole replacement	Evaluation Period	98% of missing poles (including backlogged knockdowns) replaced within 90 days of noted deficiency.	95% of missing poles (including backlogged knockdowns) replaced within 90 days of noted deficiency.	90% of missing poles (including backlogged knockdowns) replaced within 90 days of noted deficiency.	80% of missing poles (including backlogged knockdowns) replaced within 90 days of noted deficiency.	Less than 80% of missing poles (including backlogged knockdowns) replaced within 90 days of noted deficiency.
56	000X - Structural	Time Critical	Respond and make safe - Damaged overhead signs/ structures	Evaluation Period	98% of damaged overhead sign structures responded to and made safe within 2 hours of the noted deficiency.	95% of damaged overhead sign structures responded to and made safe within 2 hours of the noted deficiency.	90% of damaged overhead sign structures responded to and made safe within 2 hours of the noted deficiency.	80% of damaged overhead sign structures responded to and made safe within 2 hours of the noted deficiency.	Less than 80% of damaged overhead sign structures responded to and made safe within 2 hours of the noted deficiency.
57	000X - Structural	Data	Asset inventory is updated based on changes to field assets including new assets, incorrect assets, new/updated pole number, or changes to	Evaluation Period	Contractor reports 98% of changes to DDOT within 30 days of the repair/ replacement	Contractor reports 95% of changes to DDOT within 30 days of the repair/ replacement	Contractor reports 90% of changes to DDOT within 30 days of the repair/ replacement	Contractor reports 80% of changes to DDOT within 30 days of the repair/ replacement	Contractor reports Less than 80% of changes to DDOT within 30 days of the repair/ replacement

RA02 Appendix B Performance Measures

Ne w #	CLIN	PM Type	Performance Measure	Sample	5 - Excellent	4 - Good	3 - Fair	2 - Poor	1 - Very Poor
58	000X - Ward	Managemen t	Report delivery	Evaluation Period	98% of plans and reports required under the contract are delivered on time.	95% of plans and reports required under the contract are delivered on time.	90% of plans and reports required under the contract are delivered on time.	80% of plans and reports required under the contract are delivered on time.	Less than 80% of plans and reports required under the contract are delivered on time.
59	000X - Ward	Time Critical	Maintenance Management System Updated Daily	Evaluation Period	98% of open work orders are updated within 24 hours of the last activity performed due to inspection and maintenance.	95% of open work orders are updated within 24 hours of the last activity performed due to inspection and maintenance.	90% of open work orders are updated within 24 hours of the last activity performed due to inspection and maintenance.	80% of open work orders are updated within 24 hours of the last activity performed due to inspection and maintenance.	Less than 80% of open work orders are updated within 24 hours of the last activity performed due to inspection and maintenance.
60	000X - Ward	Managemen t	Frequency of Complaints	Evaluation Period	5% Less call center lighting complaints than the previous year	0.1-4.9% Less call center lighting complaints than the previous year	The same number of call center lighting complaints than the previous year	Less than 5% more call center lighting complaints than the previous year	Over 5% call center lighting complaints than the previous year
61	0009 - Bridge System and Navigation Lights	Condition	Bridge navigation lights functioning	Entire Population	98% of bridge navigation lights are functioning properly.	95% of bridge navigation lights are functioning properly.	90% of bridge navigation lights are functioning properly.	80% of bridge navigation lights are functioning properly.	Less than 80% of bridge navigation lights are functioning properly.
62	0009 - Bridge System and Navigation Lights	Time Critical	Timeliness of repair – Navigation Lights	Evaluation Period	98% of navigation light outages repaired within 24 hours of the noted deficiency.	95% of navigation light outages repaired within 24 hours of the noted deficiency.	90% of navigation light outages repaired within 24 hours of the noted deficiency.	80% of navigation light outages repaired within 24 hours of the noted deficiency.	Less than 80% of navigation light outages repaired within 24 hours of the noted deficiency.
63	0009 - Bridge System and Navigation Lights	Time Critical	Bridge control system maintenance	Once a year	Inspections and maintenance are performed in accordance with Chapter 2 of the Operation and Maintenance Manual	Inspections and maintenance are almost always performed in accordance with Chapter 2 of the Operation and Maintenance Manual. 1 or item is missed per year.	Inspections and maintenance are mostly always performed in accordance with Chapter 2 of the Operation and Maintenance Manual. 2 or Less items are missed per year.	Inspections and maintenance are usually performed in accordance with Chapter 2 of the Operation and Maintenance Manual. 4 or Less items are missed per year.	Inspections called for in the Operations and Maintenance Manual are not performed in accordance with Chapter 2 of the Operation and Maintenance Manual. More than 4 items are
64	0009 - Bridge System and Navigation Lights	Condition	Bridge electrical control systems are functional	Entire Population	All components of the bridge electrical control system are maintained in excellent working order and are clean (free of dirt, allowing freedom of moving parts) .	All components of the bridge electrical control system are maintained in proper working order.	90% of components of the bridge electrical control system are maintained in proper working order.	80% of components of the bridge electrical control system are maintained in proper working order.	Less than 80% of components of the bridge electrical control system are maintained in proper working order.
65	0009 - Bridge System and Navigation Lights	Condition	Bridge opening mechanism functional	Once a month	Bridge is exercised (opened) within 1 week after the end of a month during which there were no ships.	Bridge is exercised (opened) within 2 weeks after the end of a month during which there were no ships.	Bridge is exercised (opened) within 3 weeks after the end of a month during which there were no ships.	Bridge is exercised (opened) during the month after the end of a month during which there were no ships.	Bridge is not exercised (opened) during the month after the end of a month during which there were no ships; or the report documenting the bridge exercise is not delivered.

RA02 Appendix B Performance Measures

Ne w #	CLIN	PM Type	Performance Measure	Sample	5 - Excellent	4 - Good	3 - Fair	2 - Poor	1 - Very Poor
66	0009 - Bridge System and Navigation Lights	Condition	Bridge opening mechanism functional	Once a month	Bridge opened immediately (no delays due to mechanical malfunction) for all ships and report delivered on time.	Bridge opened with minor (no more than 5 minutes) delay due to mechanical malfunction for all ships and report delivered on time.	Bridge opened with significant delays (no more than 1 hour) for no more than 1 ship and report delivered on time.	Bridge opened with significant delays (no more than 2 hours) for no more than 2 ships and report delivered on time.	Bridge failed to open or opened with major delays (more than 1 hour) for 1 or more ships; or the report documenting bridge openings is not delivered on time.
67	0011 - Pole Painting	Time Critical	Poles without adequate paint coverage that generate complaints are painted in a timely manner	Evaluation Period	98% of poles not having adequate paint coverage to prevent corrosion painted within 30 days of the direction of DDOT.	95% of poles not having adequate paint coverage to prevent corrosion painted within 30 days of the direction of DDOT.	90% of poles not having adequate paint coverage to prevent corrosion painted within 30 days of the direction of DDOT.	80% of poles not having adequate paint coverage to prevent corrosion painted within 30 days of the direction of DDOT.	Less than 80% of poles not having adequate paint coverage to prevent corrosion painted within 30 days of the direction of DDOT.
68	0012 - Lighting Fixture Conversion/ Upgrade per 100	Time Critical	Timeliness of replacement of lighting fixtures by conversion	Evaluation Period	98% of specified batched amount of fixtures replaced by conversion/upgrade within a year.	95% of specified batched amount of fixtures replaced by conversion/upgrade within a year.	90% of specified batched amount of fixtures replaced by conversion/upgrade within a year.	80% of specified batched amount of fixtures replaced by conversion/upgrade within a year.	Less than 80% of specified batched amount of fixtures replaced by conversion/upgrade within a year.
69	0013-Remote Monitoring System Installation	Time Critical	The contractor shall be responsible for installing new photo control communications nodes according to the plan and specifications provided by DDOT or his designee.	Evaluation Period	98% of the specified batched amount of ROAM photo control nodes are installed within 30 days of the direction of DDOT.	95% of the specified batched amount of ROAM photo control nodes are installed within 30 days of the direction of DDOT.	90% of the specified batched amount of ROAM photo control nodes are installed within 30 days of the direction of DDOT.	80% of the specified batched amount of ROAM photo control nodes are installed within 30 days of the direction of DDOT.	Less than 80% of the specified batched amount of ROAM photo control nodes are installed within 30 days of the direction of DDOT.
70	0013-Remote Monitoring System Maintenance	Time Critical	Nodes repaired within 24 hours of notification.	Evaluation Period	98% of malfunctioning nodes repaired within 24 hours	95% of malfunctioning nodes repaired within 24 hours	90% of malfunctioning nodes repaired within 24 hours	80% of malfunctioning nodes repaired within 24 hours	Fewer than 80% of malfunctioning nodes repaired within 24 hours.
71	0013-Remote Monitoring System Maintenance	Condition	Once ROAM is installed, the contractor is responsible for maintaining system operability.	Entire Population	Minimum ROAM system operability of 99%.	Minimum ROAM system operability of 95%.	Minimum ROAM system operability of 90%.	Minimum ROAM system operability of 85%.	Minimum ROAM system operability below 85%.

New #	Capture Mechanism	Sampling	Weight
1	Visual inspection of lights	All inspected lights.	8
2	Maintenance Management System	All relevant Work Orders.	6
3	Maintenance Management System	All relevant Work Orders.	6
4	Maintenance Management System	All relevant Work Orders.	6
5	Maintenance Management System	All relevant Work Orders.	6
6	Maintenance Management System	All relevant Work Orders.	6
7	Maintenance Management System	All relevant Work Orders.	6
8	Maintenance Management System	All relevant Work Orders.	7

New #	Capture Mechanism	Sampling	Weight
9	Maintenance Management System	All relevant Work Orders.	5
10	Maintenance Management System	All relevant Work Orders.	5.5
11	Maintenance Management System	All relevant Work Orders.	6
12	Inspection	All relevant Work Orders.	6
13	Visual inspection of lights	Entire population	7.5
14	Maintenance Management System	All relevant Work Orders.	7.5
15	Visual inspection of lights	Entire population	5.5
16	Maintenance Management System	All relevant Work Orders.	5.5

New #	Capture Mechanism	Sampling	Weight
17	Visual inspection of lights	All inspected lights.	6.5
18	Visual inspection of lights	All inspected lights.	6.5
19	Visual inspection of lights	All inspected lights.	6.5
20	Maintenance Management System	All relevant Work Orders.	6
21	Maintenance Management System	All relevant Work Orders.	6
22	Visual inspection of lights	Entire population	7
23	Maintenance Management System	All relevant Work Orders.	6
24	Maintenance Management System	All relevant Work Orders.	6

New #	Capture Mechanism	Sampling	Weight
25	Maintenance Management System	All relevant Work Orders.	7
26	Maintenance Management System	All relevant Work Orders.	8
27	Visual inspection of lights	All inspected lights.	5.5
28	Maintenance Management System	All relevant Work Orders.	5.5
29	Maintenance Management System	All relevant Work Orders.	5.5
30	Visual inspection of lights	All inspected Welcome to Washington signs.	5.5
31	Maintenance Management System	All relevant Work Orders.	5.5
32	Maintenance Management System	All relevant Work Orders.	5.5

New #	Capture Mechanism	Sampling	Weight
33	Maintenance Management System	All relevant Work Orders.	7
34	Maintenance Management System	All relevant Work Orders.	7.5
35	Maintenance Management System	All relevant Work Orders.	6.5
36	Visual inspection of pole access holes and covers.	All inspected poles.	9
37	Maintenance Management System	All relevant Work Orders.	7.5
38	Visual inspection supplemented by plumb bob	All inspected poles.	5
39	Maintenance Management System	All relevant Work Orders.	4.5
40	Maintenance Management System	All relevant Work Orders.	6.5

New #	Capture Mechanism	Sampling	Weight
41	Visual inspection of elephant ears	All inspected poles.	3
42	Maintenance Management System	All relevant Work Orders.	3
43	Visual inspection of T-bases	All inspected poles.	8.5
44	Maintenance Management System	All relevant Work Orders.	8.5
45	Visual inspection of wood poles	All inspected poles.	7
46	Maintenance Management System	All relevant Work Orders.	7
47	Maintenance Management System	All relevant Work Orders.	7.5
48	Visual inspection of manhole and handhole rim supplemented by manual measurement	All inspected manholes.	7

New #	Capture Mechanism	Sampling	Weight
49	Visual inspection of manhole and handholes and cover supplemented by manual measurement	All inspected manholes.	7.5
50	Visual inspection of manhole and handholes	All inspected manholes.	5.5
51	Maintenance Management System	All relevant Work Orders.	5.5
52	Maintenance Management System	All relevant Work Orders.	5.5
53	Maintenance Management System	All relevant Work Orders.	8
54	Maintenance Management System	All relevant Work Orders.	7.5
55	Maintenance Management System	All relevant Work Orders.	6.5
56	Maintenance Management System	All relevant Work Orders.	6.5
57	Maintenance Management System		8

New #	Capture Mechanism	Sampling	Weight
58	DDOT Lighting Team		6.5
59	Maintenance Management System	All relevant Work Orders.	7.5
60	Maintenance Management System	All calls.	8
61	Visual inspection of lights	All inspected lights.	7
62	Maintenance Management System	All relevant Work Orders.	7.5
63	Timely report delivery	1 bridge per year.	6
64	Maintenance report	Every month	6
65	Maintenance report	Per bridge opening exercise	5

New #	Capture Mechanism	Sampling	Weight
66	Maintenance report	Per bridge opening event	6
67	Maintenance Management System	All relevant Work Orders.	6
68	Inspection and Maintenance Management System	All relevant Work Orders.	7
69	Inspection	All relevant Work Orders.	6.5
70	Maintenance Management System	All relevant Work Orders.	8
71	Maintenance Management System	All relevant Work Orders.	7.5

**RA02 Appendix N:  
S. Capitol Bridge Components**

## RA02 Appendix N: S. Capitol Bridge Components

### Assets Included in CLIN0009 Douglass Bridge (S. Capitol Street Bridge)

All interior and all catwalk lighting, control wiring and related devices including fixtures, bulbs, boxes, breakers, wiring, wiring to a/c unit, outlets, switches, conduits, push switches, window shade control switches and bulbs for the Main control board and all related equipment in the control booth
(4) Semaphore gates and all related operation equipment such as motors, warning lights, conduits, wiring, relays, contactors, limit switches, disc connect switches, motor controllers, brake motor assemblies and all related equipment
The end toggles and center wedges including motors, limit switches, wiring, conduits, relays contactors, overloads, disconnect switches and all related equipment.
Navigation lights including fixtures, bulbs, wiring, conduits, contactors, timing devices, breakers and all related equipment
Traffic signals on the roadway including poles, fixtures, bulbs, wiring, conduits, relays, contactors, disconnect switches and related equipment
Light poles and fixtures mounted on the swing span, fed from bridge circuit
The main feeder from PEPCO's underground transformers on the Anacostia & DC ends including conduits, wiring, cabinets, switchgear, and all related equipment
The submarine cables from both the DC & Anacostia ends including cable, conduit, switchgear and all related equipment
The main level of the tower including switchgear, main disconnect switches, transfer switch, lighting, fixtures, bulbs, wiring, conduits, panel boards, outlets, switches and related equipment
The main machine decks including motors, motor controllers, brake motors and assemblies, motor bearings, switch gear, disconnect switches, relays, limit switches, contactors, overload devices, transfer switches, timing devices, lighting, fixtures, bulbs, wiring, conduits, breakers and all related equipment.
Mechanical systems and their components
Switchboards
Adjustable frequency drives
Motor control centers
Control cabinets
Barrier gates
Fire alarm system
Heating and AC Units
Structural elements (For the major items, COTR will determine)
Radio Systems
Fan Systems
Gas Detection System
Transformer located on the bridge structure
Pumping systems
Telephone Systems

**Assets Not Included in CLIN0009 Douglass Bridge (S. Capitol Street Bridge)**

Transformers located off of the bridge structure (Owned by Pepco)
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The contract covers the rehabilitation and maintenance of the covered assets. Full replacement of major components is beyond the scope of this contract.

**A03 Appendix P:  
Washington Gas Energy Services  
(WGES) Contract**

**WGES**

**WASHINGTON GAS  
ENERGY SERVICES**



AWARD/CONTRACT						1. Reserved for later Use		Page of Pages		
2. Contract Number DCAM-2009-C-7003				3. Effective Date January 8, 2010		4. Requisition/Purchase Request/Project No.				
5. Issued By: Office of Contracting and Procurement 441 4 <sup>th</sup> Street, NW, Suite 700 South Washington, D.C. 20001				Code		6. Administered by (if other than line 5) Office of Property management 200 14 <sup>th</sup> Street, NW, 5 <sup>th</sup> Floor Washington, DC 20001				
7. Name and Address of Contractor (No. street, city, county, state and Zip Code) Washington Gas Energy Services, Inc. 13865 Sunrise Valley Drive Suite 200 Herndon, VA 20171						8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other		9. Discount for prompt payment		
Duns No. 98-203-4858 TIN 52-1542897						10. Submit invoices to the Address shown in Section G.2 (2 copies unless otherwise specified)				
11. Ship to/Mark For N/A				Code		12. Payment will be made by		Code		
13. Remit Address:						Office of Finance and Resource Management 441 4 <sup>th</sup> Street, NW, Suite 890N Washington, DC 20001				
14. Accounting and Appropriation Data ENCUMBRANCE CODE:						15. Submit Invoices to the Address shown in Section G.2 (2 copies unless otherwise specified)				
16A. Item	16B. Supplies/Services			16C. Qty.	16D. Unit	16E. Unit Price	16F. Amount			
0001	Electricity Services, Base Year One			534,084,977		\$0.09228	\$49,303,675.71			
0002	Electricity Services, Base Year Two			534,084,977		\$0.09639	\$51,601,873.31			
0003	Electricity Services, Base Year Three			534,084,977		\$0.09998	\$52,401,427.49			
						Total Amount of Contract		\$154,208,576.50		
16. Table of Contents										
(X)	Section	Description			Page	(X)	Section	Description		Page
		PART I - THE SCHEDULE						PART II - CONTRACT CLAUSES		
	A	Contract Form					I	Contract Clauses		
	B	Supplies or Services & Cost/Price						PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
	C	Services					J	List of Attachments		
	D	Packing and Marking						PART IV - REPRESENTATIONS AND INSTRUCTIONS		
	E	Inspection and Acceptance					K	Representations, Certifications and Other Statements of Offerors		
	F	Contract Term						L		Instructions, conditions & notices to offerors
	G	Contract Administration data						M		Evaluation factors for award
	H	Special Contract Requirements								
Contracting Officer will complete item 17 or 18 as applicable										
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise (identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this Agreement shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, as amended and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)						18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.				
19A. Name and Title of Signer (Type or print) Stephen Chapman Vice President						20A. Name of Contracting Officer Jean Wright				
19B.				19C. Date Signed 6-2-09		20B. District of Columbia		20C. Date Signed 6-2-09		
(Signature of person authorized to sign)						(Signature of Contracting Officer)				

1. OVERVIEW

1.1.1 Summary

The District of Columbia Office of Contracting and Procurement in conjunction with the Office of Property Management ("OPM") and the District Department of Environmental Energy Division (the "District") is awarding the Contract to the successful bidder after soliciting Price Offers from qualifying electricity suppliers for the delivery of Electricity Supply. This Contract only concerns the Electricity Supply for the District Energy Purchaser at the prices provided in section 15 on page 1.

2. ELECTRICITY SUPPLY SPECIFICATIONS

2.1 DEFINITIONS

**2.1.1 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 =  $((\text{Consumption Used During Billing Period}) - (\text{Maximum Monthly Consumption})) \times (\text{Day Ahead Load Weighted Average})$ . 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 =  $((\text{Minimum Monthly Consumption}) - (\text{Consumption Used During Billing Period})) \times (\text{Day Ahead Load Weighted Average})$ .

**2.1.2 Contractor:** The successful bidder at the reverse auction for the District Energy Purchaser's Electricity Supply.

**2.1.3 Billing Period:** Period of time not less than 27 and no more than 32 days.

**2.1.4 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 2.2.10.

**2.1.5 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.

**2.1.6 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).

Electricity Services

- 2.1.7 **Contractible:** A Price Offer, defined in Section 4.2, and submitted by a Contractor that the Energy Purchaser can elect to accept as the price that will apply to the Electricity Supply without further bidding.
- 2.1.8 **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.
- 2.1.9 **Day Ahead Market (DAM):** The market administered by PJM which allows participants to buy and sell energy at binding prices.
- 2.1.10 **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 Contract. This same Delivery Point shall be where the Energy Purchaser takes title to the electricity.
- 2.1.11 **Dual Billing:** The Contractor submits an invoice for actual usage along with an itemized listing showing the usage by meter.
- 2.1.12 **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), Contractor'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 Contractor'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).
- 2.1.13 **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.
- 2.1.14 **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.
- 2.1.15 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.
- 2.1.16 LDU:** Local distribution utility.
- 2.1.17 Load:** The amount of electrical power that is drawn by an account or group of accounts.
- 2.1.18 Lot:** An account or a grouping of accounts based on any common attributes that make such grouping a logical aggregation
- 2.1.19 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.
- 2.1.20 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.
- 2.1.21 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.
- 2.1.22 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.
- 2.1.23 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.

## 2.2 REQUIREMENTS

The Contractor shall provide all Electricity Supply to facilities included in this Contract 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.

### 2.2.1 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.

**2.2.2 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.

**2.2.3 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.

**2.2.4 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.

**2.2.5 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.

**2.2.5.1** 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.

**2.2.5.2** 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).

**2.2.6 Government Priority**

The Contractor shall provide priority for the Electricity Supply to the District Energy Purchaser participating in this Contract 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.

**2.2.7 Variance**

The Contractor's price shall have a Maximum Monthly Consumption amount equal to 110% of the estimated monthly consumption volumes listed in this Contract 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 Contract 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.

**2.2.8 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.

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

### **2.2.9.1 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.

### **2.2.9.2 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.

### **2.2.10 Changes to the Capacity Cost Component:**

The Contractors shall use the current RPM prices as published by the PJM Interconnection, and hold a firm fixed Capacity Cost Component through May 31, 2012. For term lengths that extend past May 31, 2012, Contractor shall use a price of \$110/MW-day for their price of the Capacity Cost Component. In the event that the Capacity Cost Component increases or decreases after May 31, 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.

### 2.3 DELIVERABLES

The Contractor shall submit the following deliverables:

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

### 3. CONTRACT TERMS AND CONDITIONS

#### 3.1 CONTRACT TYPE

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

3.1.1 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.

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

#### 3.2 APPLICABLE DOCUMENTS:

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

Item No.	Document Type	Title	Date
1	DC Code	The Retail Electric Competition and Consumer Protection Act of 1999, DC Code §34-1515(a)(1)	May 9, 2000
2	Rules Regarding Renewable Energy	Green Power Board's Code of Conduct <a href="http://www.green-e.org">www.green-e.org</a>	May 17, 2005
3	U.S. Code	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>	August 5, 2005
4		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

**3.3 DELIVERIES OR PERFORMANCE:**

**3.3.1 TERM OF CONTRACT**

The term of the Contract shall be for a period of three (3) 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 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 after 11:59 p.m., January 7, 2013, 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.

**3.3.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**3.3.2.1** The District Energy Purchaser may extend the term of the contract for a period from two (2), one (1) 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.

**3.3.2.2** If the District Energy Purchaser exercises any option, the extended contract shall be considered to include such option provision.

**3.3.2.3** 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.

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

### **3.4 CONTRACT ADMINISTRATION DATA**

#### **3.4.1 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.

### **3.4.2 INVOICE SUBMITTAL**

- 3.4.2.1** 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.
- 3.4.2.2** 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.
- 3.4.2.3** 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

**3.4.2.4** 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

### **3.5 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.

### **3.6 ASSIGNMENT OF CONTRACT PAYMENTS**

**3.6.1** 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.

**3.6.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**3.6.3** 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).

### **3.7 THE QUICK PAYMENT CLAUSE**

#### **3.7.1 Interest Penalties to Contractors**

**3.7.1.1** 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.

**3.7.1.2** 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.

#### **3.7.2 Payments to Subcontractors**

**3.7.2.1** 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.

**3.7.2.2** 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.

**3.7.2.3** 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.

**3.7.2.4** 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.

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

**3.8.1** 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 3.8.3.

**3.8.2** 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.

**3.8.3** 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.

**3.8.4** 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 3.8.1 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section 3.8.1 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 3.8.4.

**3.8.5** The Contracting Officer may waive the provisions of section 3.8.1 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.

### **3.9 CONTRACTING OFFICER (CO)**

Contracts and task orders pertaining to the Contract 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:

Jean Wright  
Contracting Officer  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW, Suite 700 South  
Washington, DC 20001  
Phone: (202) 724-5194  
Fax: (202) 727-0245  
[Jean.Wright@dc.gov](mailto:Jean.Wright@dc.gov)

**3.10 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- 3.10.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- 3.10.2** 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.
- 3.10.3** 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.

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

- 3.11.1** 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)

- 3.11.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- 3.11.3** 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.

### 3.12 ORDERING CLAUSE

- 3.12.1 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.
- 3.12.2 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.
- 3.12.3 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.

### 3.13 ADMINISTRATIVE FEES

#### 3.13.1 Fee Schedule:

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

#### 3.13.2 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

**3.13.3 Co-eXprise Fee:**

The Co-eXprise sourcing fee is \$0.0007 per KWh. The Contractor which receives contracts from any Energy Purchaser under this Contract 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. 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.
- 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.

**3.13.4 Fee Payment Provision:**

- 3.13.4.1 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.

**3.13.4.2** 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.

**3.13.4.3** 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.

**3.13.4.4** 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.

**3.13.4.5** 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.

#### **4. SPECIAL CONTRACT REQUIREMENTS**

##### **4.1 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.

##### **4.2 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 reliability 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*.

## 5. CONTRACT CLAUSES

### 5.1 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 Contract, 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.

### 5.2 CONTRACTS THAT CROSS FISCAL YEARS

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

### 5.3 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.

### 5.4 TIME

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

### 5.5 ORDER OF PRECEDENCE

Any inconsistency in this Contract 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.

### 5.6 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.

### 5.7 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.

**5.8 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.

**5.9 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.

**5.10 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.

**6. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF CONTRACTORS**

**6.1 TYPE OF BUSINESS ORGANIZATION**

6.1.1 The Contract, by checking the applicable box, represents that

(a) It operates as:

a corporation incorporated under the laws of the State of:

Delaware

an individual,

a partnership,

a nonprofit organization, or

a joint venture.

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

an individual,

a joint venture, or

a corporation registered for business in \_\_\_\_\_

(Country)

**6.2 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 Contractor 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.

Contractor UPPERMERCURY GAS ENERGY SERVICES Date 6-2-09

Name STEVEN CLAUSSMAN Title VICE PRESIDENT

Signature 

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

**6.3 BUY AMERICAN CERTIFICATION**

The Contractor 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
<u>US</u>
COUNTRY OF ORIGIN

**6.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each Contractor 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.

**6.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- (a) Each signature of the Contractor 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 Contractor 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 Contractor, directly or indirectly, to any other Contractor or competitor before Contract opening unless otherwise required by law; and
  - 3) No attempt has been made or will be made by the Contractor 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 Contractor'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:

STEVEN CLARKE VIKO PUSKAS

*(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 Contractor's organization);*

- a. 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 Contractor deletes or modifies subparagraph (a)(2) above, the Contractor must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

## 6.6 RIDER CLAUSE

### 6.6.1 DC MAP RIDER CLAUSE

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

If authorized by the contractor(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 Contract, 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).

### 6.6.2 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 Contract.
- 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 Contract, 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).

DCAM-2009-C-7003  
 Electricity Services  
 In pricing section of contract:

**CONTRACTOR'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

Washington Gas Energy Service  
 Contractor's Name

**6.7 Miscellaneous Conditions.**

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

- i. The Contractor acknowledges that it has received, read and understood the Contract and any updates thereto.
- ii. The Contractor 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. The Contractor will prohibit unethical behavior and is expected to notify Co-eXprise if Contractor witnesses practices that are counter-productive to the fair operation of the Competitive Event.
- iv. The Contractor experiencing difficulties during the Online Auction must notify Co-eXprise immediately. "Difficulties" include any event or problem,

which interferes with the Contractor's ability to participate in the Competitive Event, and may include, but is not limited to, data entry errors, software problems, or hardware problems. The Contractor shall have five (5) minutes after a Lot goes into "Pending" status to notify Co-eXprise of any problems. If Co-eXprise judges that Contractor 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 Contractor.
- 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. The Contractor hereby releases Co-eXprise and Energy Purchaser from any liability with respect to the Competitive Event, including any conduct of Co-eXprise or any Contractor 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.

**6.8 No Warranty or Representation: Errors and Omissions.**

This Contract 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 Contract is provided for each Contractor'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. The Contractor shall take no advantage of any apparent errors or omissions in the Contract documents. In the event that a Contractor discovers any error or omission, the Contractor shall immediately notify the Contracting Officer or Co-eXprise (if the error or omission is related to the online Price Offer).

**7. LIST OF ATTACHMENTS**

<b>Attachment</b>	<b>Title</b>
A	List of Energy Purchaser Accounts.
B	Government of the District of Columbia Standard Contract Provisions for use with the Supply and Service Contract, dated March 2007.

**RA02 Appendix U:  
Currently Evaluated LED**

## Currenty Evaluated LED

Manufacturer	Type	Voltage	Wattage/Type	Shipping Weight	Description	Model	Nomenclature	Mount	Quant.
Lighting Science	Cobra Head			46 lbs	Roadway LED Lighting System, Type III	DBR10004	DBR2CWR3MVOLT 4B PCR SH GR		2
Relume	Cobra Head	110-277V	265 (nominal) W	50 lbs	Vue 2.5 Series Gray Clear Glass, RX Series	VUE 400, 110-277V, AC 60Hz			2
Philips	Cobra Head	120-277V	LED	22 lbs		C7951-I3NA5RNAN			2
Elumen	Cobra Head			20 lbs	LED Streetlight	SEG200NC3TMR5A			2
Beta	Cobra Head	120-277V	LED	29.2 lbs		BXUL0203D-UC	STR-LWY-2M-HT-03-D-UL-SV-525-UTL		2
GE	Cobra Head	120-277V	LED	31.4 lbs.	Evolve LED Series R150 Roadway Medium	ERMCO0C343A2GRAY			2
Holophane	Cobra Head		LED		LEDgend	LEDG120534KASGL2R			2
Philips	Teardrop	120-277V	530MA	50 lbs	Black Long Acrylic	C7950-AKL3NA5NN			2
Holophane	Teardrop		LED			ESLT1505KASBR	Teardrop Utility Esplanade LED		2
Spring City	Teardrop				Columbia LED				2
Philips	Upright	120-277V	150W		Black Clear Poly	C7949-A5NA5RNAN		CA7950-A	2
Holophane	Upright		LED			WFL1055KASBL3BH	UTY WASH POSTLITE FCO LED		2
Spring City	Upright				Washington LED				2
Leotek	Cobrahead	120-277V	LED	25 lbs	LED Replacement for 400W Cobrahead	GC2/GCA2-120E-MV-NW-2-GY-700	LED Green King Cobra		2