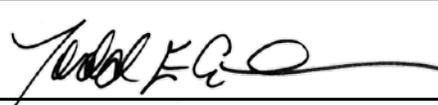


AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages	
				1	5
2. Amendment/Modification Number 2	3. Effective Date August 18, 2017	4. Requisition/Purchase Request No.	5. Solicitation Caption RFQ – DOC318643		
6. Issued by: Office of Contracting and Procurement 441 4 th Street, NW Suite 700 South Washington, DC 20001		Code	7. Administered by (If other than line 6)		
8. Name and Address of Contractor (No. street, city, county, state and zip code)		Code	Facility	9A. Amendment of Solicitation No. RFQ – DOC318643	
				9B. Dated (See Item 11) 6/21/17	
				10A. Modification of Contract/Order No.	
				10B. Dated (See Item 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS , IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to (Specify Authority): The changes set forth in Item 14 are made in the contract/order no. in item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. Description of Amendment: This amendment to RFQ DOC318643 does the following: 1. Provide additional information/clarification to Q&A issued by the District on July 21, 2017 (Attachment A) 2. Revises the following sections in Part A of the RFQ, Sections 6.4.3 (v) – Approach to Project , 6.9 – Indicative RFQ and Overall Procurement Schedule , 7.0 – Communication, Public Information, and Organizational Conflicts of Interest , and Part B, Form F (Attachment B)					
Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer		
			Todd Allen		
15B. Name of Contractor		15C. Date Signed		16C. Date Signed	
(Signature of person authorized to sign)				8/18/17	

23. While there is no current DBE goal, would DBE Equity Partners count towards a future DBE goal?

No. The District anticipates measuring DBE participation towards the future DBE goal through funds expended (e.g., funds expended to design, construction, or maintenance). Because equity cannot be expended in the same manner, equity partners that are a DBE cannot count towards the DBE goal. However, the District encourages DBE and small business participation at all phases of the project.

57. Section 6.4.3.a.vii – Can the District confirm who will be responsible for maintaining the solution (existing District employees or the vendor)? Can the maintenance aspect be tied to a smart lighting platform that can predict and monitor for failures based on analytics? Is the District interested in such a platform to be a part of the solution?

Per Part A, Section 1.3 of the RFQ, the Developer will be expected to maintain the streetlight system, including the lights, fixtures, poles, remote monitoring and control system, and associated infrastructure. It is not anticipated that the Developer will maintain the WAPs and fiber that comprise the SCT technology, though the District will consider solutions that integrate the two systems and achieve desired performance levels and efficiencies. Innovative solutions to maintenance that leverage a smart lighting platform to predict and monitor for failures based on analytics are welcome.

60. It is understood that DC Net will have management and oversight purview over the WiFi system desired in the DC Lighting RFQ. Will DC Net seek managed / O&M services for the thousands of WiFi APs that will need to be deployed to provide full coverage for remote lighting control as well as future SCT applications?

See answer to Question No. 57 above.

93. Is the District considered to be the owner of the Project for Federal tax purposes?

The District currently takes no position on the federal tax consequences of the Project.

125. Can the respondent propose wireless gateways based on IEEE standard protocol (other than WiFi) to provide lighting sensor connectivity with IPv6 secure connectivity and a dual backhaul (fiber and LTE)?

Yes, as long as it meets the District's requirements and goals for the Project.

136. When does OP3 expect to officially procure the technical advisor?

The District has retained the firm RK&K as its technical advisor for the Project.

Attachment B

6.4.3 Approach to Project

The ability to provide sufficient levels of qualified labor and personnel, materials, and equipment to undertake the Developer’s anticipated obligations under the Project Agreement in a manner which will provide for timely completion of the development, design, and construction of the Project and to avoid delays or interruptions to such work **(5 points)**

6.9 Indicative RFQ and Overall Procurement Schedule

Key	Date
Issue RFQ	June 21, 2017
Deadline for submitting RFCs	July 6, 2017, 5 p.m. (Eastern)
SOQ Due Date	August 28, 2017, 5 p.m.
Clarification Meetings (if required)	September 11-21, 2017
Anticipated Notification of Shortlisted Proposers	October 2017

7.0 Communications, Public Information, and Organizational Conflicts of Interest

7.1 Improper Communications and Contacts

Except to the extent expressly superseded by the rules of contact set forth in the RFP, the following rules of contact shall apply during the procurement for the Project, effective as of the date of issuance of this RFQ through the award of the Project Agreement. These rules are designed to promote a fair, competitive and unbiased procurement process. Additional rules or modifications to these rules may be issued by the District in connection with the draft RFP process and in the RFP. Contact includes face-to-face, telephone, facsimile, e-mail, or formal written communication, either directly or indirectly by an agent, representative, promoter or advocate.

The Point of Contact listed in the procurement documents will serve as the sole official coordinator of communication with the party making the inquiry. To be relied upon by all parties, all official communication must be written.

- (a) The Point of Contact shall be the sole contact for purposes of this procurement, the RFQ and the RFP. Respondents shall correspond with the District regarding the RFQ and RFP only through designated representatives (who initially shall be the Contracting Officer.)
- (b) Respondents, including any employee, member, agent, advisor, or consultant of a Respondent, shall not directly contact the following parties regarding the Project, including employees, representatives, members, consultants and advisors of the parties listed below, except as expressly permitted by this RFQ. The District will provide any necessary coordination during the RFQ stage with such parties in order to ensure that, among other things, the procurement shall be implemented in a fair, competitive and transparent manner and with uniform information:
 - (i) Any member or staff of the Council of the District of Columbia;
 - (ii) The Mayor of the District of Columbia;
 - (iii) Any employee of DDOT;

- (iv) Any employee of OCTO;
- (v) Any employee of OP3;
- (vi) Any employee of any other District agencies;
- (vii) Hunton & Williams LLP (Legal Advisor to OP3);
- (viii) KPMG LLP (Financial Advisor to the District);
- (ix) RK&K (Technical advisor to the District); and
- (x) FHWA or other federal entities and agencies involved with this procurement;

Any communications determined to be prohibited or improper, at the sole discretion of the Contracting Officer, may result in disqualification of the Respondent or the relevant member of the Respondent team.

FORM F - CONCESSION AND PPP EXPERIENCE

EXPERIENCE OF THE EQUITY MEMBERS IN CONCESSION CONTRACTS AND PUBLIC-PRIVATE PARTNERSHIPS

INSTRUCTIONS:

- (a) List only the experience of an Equity Member that will be future Equity Member of Respondent. An Equity Member that, as general partner and/or fund manager, intends to source its equity commitment through an investment fund may list equity investment experiences provided by other investment funds for which it was the general partner and/or fund manager at the time of financial close.
- (b) List all applicable projects identified in response to Part B, Vol. 1, Section 1.2.8 (Project Information) that reached financial close.
- (c) List only projects where the Equity Member held at least 10% of equity ownership in the project at the time of financial close.

COMPANY NAME	PROJECT NAME AND LOCATION	FINANCING SIZE (1), (2)	DEBT AMOUNT & SOURCES (2), (3), (4)	DATE OF FINANCIAL CLOSE	CONSTRUCTION START DATES	% OF WORKS COMPLETED BY February 28, 2017	LEVEL OF COMPANY'S PARTICIPATION (5)	TYPE OF CONCESSION/PPP (6)
<i>Example Entry:</i> Financiers Corp.		950,000	\$750,000 (95%, senior bank debt)	01/01/2007	04/15/07	100	\$100,000 (\$100,000; 50% shareholding of project company)	Availability Payment

NOTES:

- (1) Project size means the total amount of the project financed under private finance / project finance scheme (i.e., without public debt, public equity or capital grants).
- (2) In thousands United States Dollars. Identify exchange rates of amounts in other currencies using the last (bid) exchange rate published in the Wall Street Journal as of three weeks prior to the due date for the submission of SOQs (March, 2017)
- (3) Include in brackets the percentage of gearing and type of debt (bonds unwrapped or wrapped, bank debt, etc.).
- (4) Inclusive of any loans from multilateral institutions (e.g., the European Investment Bank, European Bank for Reconstruction and Development, etc.)
- (5) Show company's amount of equity investment in United States Dollars as a shareholder. The equity investment may take the form of either (i) shareholders' equity or (ii) shareholder subordinated debt. Please indicate separately the United States Dollar amount and percentage to which the company's equity investment bears to the total of all private shareholders' equity investments for the listed project.
- (6) Specify the type of concession (toll concession, availability payment, shadow toll, or combinations of these mechanisms).