


**WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
600 Fifth Street, NW, Washington, DC 20001  
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. AMENDMENT / MODIFICATION NO. <u>04</u>		2. EFFECTIVE DATE February 17, 2017	
3. ISSUED BY Office of Procurement and Materials 600 Fifth Street, NW, 3 <sup>rd</sup> Floor Washington, DC 20001		4. ADMINISTERED BY (if other than block 3) Charlene M. Spollen Contract Administrator	
5. CONTRACTOR NAME AND ADDRESS		6. FORM TYPE (CHECK ONLY ONE) <input checked="" type="checkbox"/> AMENDMENT OF SOLICITATION NO. <u>QQ17045</u> DATED <u>November 26, 2016</u> (see block 7)  <input type="checkbox"/> MODIFICATION OF CONTRACT NO. _____ DATED _____ (See block 8)	
7. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. Offerors 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 signing and returning <u>1</u> copies of this amendment, or (b) by acknowledging receipt of this amendment on each copy of the offer submitted which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 request, provided such request makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
8. ACCOUNTING AND APPROPRIATION DATA (if required) N/A			
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input type="checkbox"/> Change Order is issued pursuant to _____. The Changes set forth in block 10 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to _____			
10. DESCRIPTION OF AMENDMENT/MODIFICATION.  1. This amendment answers contractor questions (see attached pages).  2. Changes made to the IFB are attached as page changes highlighted in yellow were changes occur,  3. The due date for technical proposals is changed to March 2, 2017 at 1:00 p.m.  All other terms and conditions of the initial IFB CQ17045 remain in full force and effect.			
<b>END OF AMENDMENT No. <u>04</u></b>			
(Except as provided herein, all terms and conditions of the document referenced in block 6, remain in full force and effect through the contract period.)			
11. CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPY(IES) TO ISSUING OFFICE.		11. <input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	
12. NAME OF CONTRACTOR/OFFICE  BY _____ (Signature of person authorized to sign)		12. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  BY  (Signature of person authorized to sign)	
13. NAME AND TITLE OF SIGNER (Type or print)	14. DATE SIGNED	15. NAME OF CONTRACTING OFFICER (Type or print)  Norie A. Calvert	17. DATE SIGNED  February 17, 2017

**Solicitation No. CQ17045**  
**Electricity Supply for State of Maryland**

**Questions from Contractors**  
**and**  
**Answers from WMATA**

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1. Appendix D: Do increases or decreases in the Capacity Performance Cost Component due to Capacity Peak Load Contribution (PLC) tag changes qualify to be passed through under the "Capacity Cost" language?

**Answer: No. See the response to Question 44.**

2. Do increases or decreases in the Transmission Costs due to Network Service Peak Load (NSPL) tag changes qualify to be passed through under the "Transmission Services" language?

**Answer: No. See the response to Question 45.**

3. Would WMATA consider clarifying the following provisions are inapplicable to the transactions:

a. Chapter III – Acceptance/Inspections/Deficiencies

**Answer: Inapplicable**

b. Chapter IV – Changes/Pricing Adjustments

**Answer: Applies**

c. Chapter V 2. – Price Reduction for Defective Cost or Pricing Data – Modifications

**Answer: Applies**

d. Chapter VIII – Intellectual Property Rights

**Answer: Inapplicable**

e. Chapter IX 2. – Contract Work Hours and Safety Standards Act – Overtime Compensation

**Answer: Inapplicable**

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**and**  
**Answers from WMATA**

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4. Would WMATA consider including industry standard provisions regarding the following from the Retail NAESB: (EMBEDDED) Procurement
- a. Limitation on liability (Section 10);
  - b. Damages calculation (section 7);
  - d. Cover costs for failure to deliver, rather than default (Section 3.2); and
  - e. Standard representations and warranties and indemnity (Section 6).

**Answer: No. The above cited clauses are standard legal requirements of all WMATA contracts.**

5. Would WMATA consider including the following language regarding Dispute Resolution:

“All matters arising under or related to this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without reference to its choice of law rules. The Uniform Commercial Code as adopted by Pennsylvania applies to this Agreement and Electricity is deemed a “good” for such purposes. This Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code, 11 U.S.C. § 101, et seq.”

**Answer: No. See Chapter X, Paragraph 3.**

6. Would WMATA consider consolidated billing?

**Answer: No. WMATA requires that the LDC and supplier bills be separate.**

7. We need the 22-digit account numbers for Pepco in order to pull data. When will WMATA provide?

**Answer: See attached revised Appendix A-1 with this Amendment.**

8. When will WMATA seek pricing? If not an exact date, time period would be greatly appreciated for planning purposes.

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Electricity Supply for State of Maryland**

**Questions from Contractors  
and  
Answers from WMATA**

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**Answer: The IFB states: “Contractors meeting the technical qualifications will be given 72-hour notice by WMATA prior to the due date for price bids.” No date is given in the IFB.**

9. WMATA states in the appendix D under the technical section- supplier must deliver 200,000 MWh’s or more behind Pepco OR CNE Territories. CNE is a supplier, what does this reference mean? We have experience in the PJM region with many accounts; large and small volume, does this suffice or does it have to be specifically in the Pepco Zone to quality to bid? Example we are the supplier for SEPTA in Philadelphia and Septa is substantially larger than WMATA.

**Answer: It should read the PEPCO or BGE territories. We prefer experience in the Pepco zone, but references must be provided and point of contact to discuss performance with large customers.**

10. Pg. 11-13 Bidders Period, seeking 90 days, I need further clarification as to what this is in reference too? Is this in reference to our technical response?

**Answer: The 90-day acceptance period refers to both the contractor’s technical proposal and price proposal.**

11. Pg. 7- refers to (2) one-year extensions. At what point would WMATA pursue the extensions? Could it be right away? Or are you referring to this being more towards the end of the three years so you are not required to bid?

**Answer: Refer to Chapter II, Paragraph Nos. 3 and in the RFP regarding Options.**

12. When is WMATA Union contract up for negotiation again?

**Answer: WMATA staff work under multiple unions.**

13. Has there been a strike which altered usage materially within the last 5 years? If so; when and by how much? Percentage is fine.

**Answer: No.**

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**Questions from Contractors**  
**and**  
**Answers from WMATA**

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14. Pg. 28- Has there been a time when WMATA has not appropriated funds for electricity? If yes, when and under what circumstance and how long did it last?

**Answer: No.**

15. Pg. 35- How will WMATA take action to prevent delays in providing information about accounts?

**Answer: WMATA will work proactively with successful supplier to ensure proper enrollment.**

Of particular concern, ie: DC has a one year rule with regards to accounts being dropped back to the utility in the event the supplier was unable to pick them up OR if the incumbent (current supplier) drops the account too early. Would WMATA allow the NEW supplier to enroll accounts rather than the incumbent dropping them?

**Answer: Yes .**

This procedure would assure the enrollment of the account in a seamless and timely manner which will prevent them from dropping back to the utility and being adversely affected by the one year rule in DC.

16. With regards to adding/dropping accounts, how often is this done within a three year period? Do they tend to be larger or smaller accounts?

**Answer: There are minimal adds or drops of accounts over a three year period. These accounts are small in nature and will not affect the total electricity consumed.**

17. Would WMATA consider pushing off the Technical response due date for 1 week.

**Answer: See amendments issued to this solicitation extending the proposal due date.**

18. Can you clarify the pricing request expectations and term of the contract? Appendix D – Technical Scope of Services, page 4 (Page 114 of the RPP ) in section H differs from the UNIT PRICE SCHEDULE CONTINUATION SHEET (PDF page 11) .

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Electricity Supply for State of Maryland**

**Questions from Contractors  
and  
Answers from WMATA**

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**Answer: The IFB has been revised to say “a three-year base contract with two one-year options.”**

19. Can WMATA provide information regarding any known energy efficiency projects which would impact the expected usage forecast?

**Answer: WMATA currently has no planned large scale energy efficiency projects that will impact the forecasted usage.**

20. If the monthly consumption for WMATA changes outside a percentage [such as 10%] of what is anticipated, would WMATA allow suppliers the ability to true up respective of the differences?

**Answer: No.**

21. With utilities having the ability to revise usage, will WMATA accept that suppliers cannot mark an invoice as "Final"?

**Answer: Yes, that is acceptable.**

22. Will WMATA accept modifications to the contract which do not relate to the supply of electricity?

**Answer: No, this contract will solely be for electricity supply to WMATA's Maryland facilities.**

23. Can you confirm that Item 7 of Chapter 1 terms and conditions does not apply to the supply of electricity?

**Answer: See the revised Chapter I paragraphs 6 and 7 attached to this Amendment.**

24. Would WMATA accept modifications for the Termination for convenience from 20 days to 60 days?

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**Questions from Contractors  
and  
Answers from WMATA**

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**Answer: Yes, the IFB is revised on page 47.**

25. Would WMATA consider that a claim and supporting documentation for a price change would be by mutual agreement in order to adjust price?

**Answer: Price adjustments will be allowed as indicated in the IFB.**

26. Would WMATA consider including the following language respective of the section A. Capacity Cost:  
"Capacity, Capacity performance, or any other future unknown component of the PJM Capacity product as defined by OATT Tariff and FERC Guidelines."

**Answer: No. See answer to question 44 regarding capacity costs.**

27. Would WMATA accept the clarification regarding Transmission Services that this is not limited to Network Integration Transmission Service (NITS), Regional Transmission Enhancement Projects (RTEP) or Transmission Enhancement Charges (TEC), or any other future and presently unknown component to Transmission as defined by PJM OATT Tariff?

**Answer: No. See answer to question 45 regarding transmission costs.**

28. Would WMATA accept that in the event of new ancillary services charges arising, contractor reserves the right to pass through costs related to the component, as well as any changes to revenue requirements related to Reactive Supply & Voltage Control and Black Start?

**Answer: No.**

29. Would WMATA accept that in the event of new regulations arising in RPS costs, contractor reserves the right to pass through increases to WMATA?

**Answer: Yes, the Contractor may pass through any changes in law regarding the RPS costs in Maryland.**

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**Questions from Contractors  
and  
Answers from WMATA**

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30. The IFB requires that Supplier submit its financial data. Supplier does not maintain its own audited financial statements, but it can provide WMATA financial information of its parent company. Please clarify that this is acceptable.

**Answer: Yes it is acceptable if documentation from parent company states the subsidiaries included in its financial statements.**

31. Will WMATA agree to provide Supplier notice of Termination for Convenience with at least 45 days prior written notice?

**Answer: See termination clause in the IFB.**

32. While Contracting Officer must consent to any assignment by Supplier, does WMATA agree that such consent shall not be unreasonably withheld, delayed or conditioned?

**Answer: Yes.**

33. Supplier requests confirmation that any obligations under the Employment Restriction Warranty shall arise only to the extent that such Authority employees are identified at the time the Contract is executed with the Supplier.

**Answer: WMATA will not identify its employees at execution of the contract. Names of WMATA employees and Board members are available on WMATA's web page.**

34. Supplier wishes to clarify that, notwithstanding the "F.O.B. Destination" section or any other section in the IFB to the contrary, risk of loss and title shall pass to the Authority once the electricity is supplied to the Delivery Point. "Delivery Point" means existing and future points of interconnection between the ISO-controlled grid or a third-party transmission system and/or distribution system, as applicable, and the Utility's transmission system and/or distribution system.

**Answer: Yes, title shall pass to Authority once electricity is supplied to the delivery point.**

35. Supplier requests clarification by WMATA that any indemnification obligations will only arise before electricity is supplied to the Delivery Point.

**Answer: Indemnification applies to the performance of the contract in its entirety.**



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**Questions from Contractors**  
**and**  
**Answers from WMATA**

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36. Supplier requests clarification from WMATA that if either Party fails to deliver the supplies or perform its obligations within the time specified in the Contract, or any extension thereof, the liability of the other Party will be limited to direct actual damages only, subject in all cases to an affirmative obligation on the part of each Party to mitigate its damages. Furthermore, in no event will either Party be liable for any consequential, exemplary, special, incidental or punitive damages, including, without limitation, lost opportunities or lost profits.

**Answer: Yes, any damages for default of either party will be limited to the actual damages incurred and verified.**

37. Supplier requests that the IFB be amended to include the following provision: "**Adequate Assurance**. If Supplier has reasonable grounds: (i) to believe that WMATA's creditworthiness has become unsatisfactory; or (ii) for insecurity with respect to WMATA's performance under the Agreement, Supplier may demand, in writing, adequate assurance of future performance from WMATA in a form, in an amount, from an issuer, and for a term, all as reasonably satisfactory to Supplier ("Adequate Assurance"). To satisfy a demand, WMATA shall provide Adequate Assurance to Supplier within 3 Business Days of the date of the written demand. "Business Day" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday and shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time."

**Answer: No, WMATA will not amend the IFB to include the requested language on Adequate Assurance.**

38. Supplier requests that the following be considered an events of default: (a) Authority's failure to make, when due, any payment required under this Contract if not paid within the cure period; or (b) any representation or warranty made by a Party in this Contract proves to have been false or misleading in any material respect when made or ceases to remain true in all material respects during the term of this Contract, if not cured within 5 business days after written notice from the other Party; or (c) except to the extent excused by Force Majeure, the failure by a Party to perform any material obligation set forth in this Contract (other than the events that are otherwise specifically covered as a separate Event of Default hereunder) where, in circumstances such failure is curable, it is not cured within 20 business days after receipt of written notice thereof.

**Answer: No, The IFB contains WMATA's required provisions on vendor default.**

39. With respect to any liquidated damages under this contract, please clarify whether the Contracting Officer would accept the following formula, provided that Supplier provides Contracting Officer the proper documentation required under the IFB:

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**Questions from Contractors  
and  
Answers from WMATA**

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If WMATA is the defaulting party, the termination payment shall be equal to the sum of: (i) the positive difference, if any, between the contract price and the Market Price, multiplied by the estimated undelivered volume of electricity which Customer would consume from the termination date through the original term of the contract, as reasonably calculated by Supplier; (ii) Supplier's Costs; and (iii) any unpaid amounts due from WMATA to Supplier prior to the termination date.

If Supplier is the defaulting party, the termination payment shall be equal to the sum of: (i) the positive difference, if any, between the Market Price and the contract price, multiplied by the estimated undelivered volume of electricity which WMATA would consume from the termination date through the original term of the contract, as reasonably calculated by WMATA; (ii) WMATA's Costs; minus (iii) any unpaid amounts due from WMATA to Supplier prior to the termination date.

"Costs" means, with respect to the non-defaulting party, brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred by such party as a result of the event of default. The "Market Price" shall be the price of electricity and services as of the termination date under terms substantially similar to those of the applicable terminated contract. The non-defaulting Party may determine the Market Price by reference to information either available to it internally or supplied by one or more third parties. The non-defaulting party shall not be required to enter into a replacement transaction in order to determine or be entitled to a termination payment. Except for any unpaid amounts due prior to the termination date, no termination payment shall be owed by the non-defaulting party to the defaulting party.

**Answer: See Chapter II, Paragraph 8 (page 33). Liquidated Damages is not used in this contract.**

40. Supplier submits its IFB response on the condition that it receives confidential treatment.

**Answer: Yes, that is acceptable.**

41. Supplier requests clarification that implementation of new, or changes in existing laws, regulations, utility tariffs that increase Supplier's costs related to the electricity sold to the Authority will be considered a justifiable reason for a change in Contract price per Chapter IV, Section 1(c) of the Supply and Service Contract.

**Answer: Yes, that will be acceptable.**

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**Questions from Contractors  
and  
Answers from WMATA**

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42. Please clarify, confirm or provide the correct account numbers that are associated with all of the accounts. Each account should have a 22-digit-long customer identification number. Also, account number 55016514378 is listed two times. Please confirm the account number is correct for both service locations.

**Answer: See revised Appendix A-1.**

43. It has been this Supplier's experience that WMATA has customer identification numbers for billing and service enrollments with the utility, Pepco, for summary and subaccounts. Can you clarify how WMATA handles their accounts, and which are to be enrolled for service and which should be billed?

**Answer: The accounts to be billed are listed in Appendix A-1. However the subaccounts listed in Appendix A-1 will not be billed but roll up into the MD-Mont RT and MD-PG RT master accounts.**

44. Please clarify that the Supplier should collectively include Capacity Cost and the Capacity Performance Costs at all known rates in the fixed price. Capacity prices are known through May 31, 2020, based on the PJM Reliability Pricing Model (RPM). It is not currently anticipated that capacity costs will materially change from this, and any change would utilize the process in Chapter IV, Section 1(c) of the Supply and Service Contract. For the final month of the contract, Supplier would bear the risk at fixing beyond the currently known RPM costs. Supplier would prefer to fix all Capacity and Capacity Performance costs for all terms if possible.

**Answer: For this contract capacity costs are included in price but WMATA will allow any law changes to capacity price.**

45. Please clarify how WMATA would like to handle Transmission costs. Would WMATA like to include the first year transmission cost at 2016 Pepco and BGE "OATT" (Open Access Transmission Tariff) rates for the applicable utility and adjust these upwards or downwards according the movements in the costs per applicable year according to the changes in the rates that are implemented for those years? This is in accordance with Appendix D, Section C. The quantities for transmission (also known as the NITS PLC) would be fixed at contract onset and only the rates would be subject to change.

**Answer: Yes, WMATA would like Suppliers to include the 2016 PEPCO and BGE Open Access Transmission Tariff rates in the bid. Transmission price changes will be adjusted per rates applicable in future years. The only components allowed for adjustment will be the Network Integrated Transmission Service Cost (NITS),**

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**Regional Transmission Expansion Plan (RTEP) and the Transmission Enhancement Cost (TEC).**

46. Please provide a list of actual monthly meter read dates for the expiration of the current contract for each account to ensure the enrollment of accounts for new service is met.

**Answer: WMATA does not know the meter read dates for the expiration of the current contract. The dates provided in Appendix A-1 are estimated current contract meter read end dates.**

47. Supplier would like to clarify that the Renewable Portfolio Standards are required by law and are a standard component of electric supply provided by suppliers. Supplier also can offer carbon free electricity in which WMATA can help address its greenhouse gas reduction efforts as mentioned in the Metro Sustainability Report for 2016. This would provide WMATA an emissions rate of zero lbs/MWh. Supplier would work with WMATA on GHG Scope 2 Accounting to communicate the associated reductions. This would be a pure value add to WMATA.

**Answer: Yes, Renewable Portfolio Standards are required by law. See answer to #29 regarding pass through due to changes in law.**

48. Please confirm that the Renewable Energy Certificates must be Green-e Certified.

**Answer: Replacement renewable energy credits are acceptable.**

49. Please clarify whether costs associated with FERC Order 745 should be fixed and included in the price or passed through when the costs become applicable.

**Answer: Include as they are now in price. Adjustment to price based on changes to FERC Order 745 will be passed through when changes become known.**

50. Please clarify if WMATA will provide the tax exemption certificate upon award.

**Answer: Yes, this will be provided to the successful Supplier.**

51. Please confirm that WMATA is exempt from sales taxes, but not Gross Receipts Tax (GRT). GRT is not assessed to end use customers.

**Answer: WMATA is exempt from sales tax but not the Gross Receipts Tax which should be included in price.**

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**and**  
**Answers from WMATA**

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52. Please clarify the process by which the Option for the 2-year extension is priced and accepted. Would this be an agreement extension mutually agreed upon by both parties? Please confirm that the Supplier should provide a three year price at the Step Two - Price Schedule phase of the bid, and that upon choosing whether to execute an extension option at any point during service, the extension option price would be refreshed based upon current market conditions in order to provide the best price to WMATA.

**Answer: See answer to Question #11.**

53. In relation to the Mid-Atlantic Purchasing Team Rider Clause, please clarify whether a Supplier would be able to provide pricing based upon the individual account load profiles. Also, would all of these entities utilize the same terms and conditions? Each customer would have a unique hourly demand profile that may render some terms and conditions inapplicable.

**Answer: The Mid-Atlantic Purchasing Team Ride Clause would require that any firms riding on this contract comply with the same Terms and Conditions.**

54. WMATA is calling for a "certificate of insurance". There is no reference other than page 1 - #5, include copies of any "required" certificate of insurance. And the first page after the table of contents, just listing what we need in the technical response. I need more information in regards to this. What kind of Certificate of Insurance are you looking for?

**Answer: See Chapter VII, Paragraph 2. There are no insurance requirements.**

Washington Metropolitan Area Transit Authority  
IFB No. CQ17045

Date: February 10, 2017

Dear Sir/Madam:

The Washington Metropolitan Area Transit Authority (WMATA) is seeking bids from qualified contractors to provide electricity for the State of Maryland. The term of the contract shall be for a period of three years with two option years. The contract start date shall be approximately July 1, 2017 but the Contractor will be required to enroll the accounts to start service when the existing supplier's contract expires. The contract end date shall be a minimum of 36 billing months up to a maximum of 60 billing months after the award date for each WMATA account listed in Appendix A-Revised.

A pre-bid conference will not be held.

This will be a two-step bid process. Technical proposals are due March 2, 2017 at 1:00 pm local time. Contractors meeting the technical qualifications will be given 72-hour notice by WMATA prior to the due date for price bids. Your bid must be submitted in accordance with IFB terms.

All technical responses and price bids must be emailed to Charlene Spollen, Contract Administrator at [cspollen@wmata.com](mailto:cspollen@wmata.com).

If you have any technical, contractual, or administrative questions, please e-mail them to Charlene Spollen at [cspollen@wmata.com](mailto:cspollen@wmata.com) no later than close of business, November 22, 2016. WMATA will provide written answers, by e-mail to all those who obtain the IFB and provide their e-mail addresses.

The following documents must be completed, signed and submitted with your company's bid:

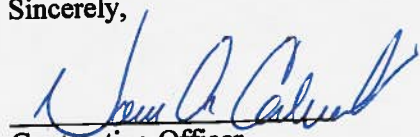
Step One – Technical Response:

Technical Proposal;  
Pre-Award Data;  
Representations and Certifications;  
Certificate(s) of Insurance; and  
Acknowledgement of Amendments to IFB

Step Two – Price Bid:

Solicitation, Offer & Award form; and  
Appendix D – Unit Price Schedule

Sincerely,



Contracting Officer  
Office of Procurement and Materials

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**APPENDIX A-1 - REVISED ACCOUNT LIST**

**APPENDIX B - MARYLAND PROJECTIONS**

**APPENDIX D-1 - SCOPE OF SERVICES (SCOPE OF WORK)**

**APPENDIX E-1 - UNIT PRICE SCHEDULE**



**UNIT PRICE SCHEDULE CONTINUATION SHEET**

This is a two-step bid process:

Step 1: Submission of technical proposals.

Step 2: Submission of price bids from contractors determined by WMATA to be technically acceptable, responsive and responsible.

See the revised Unit Price Schedule attached to this solicitation as Appendix E-1.

There are three pricing scenarios for the State of Maryland:

1. No renewable energy;
2. 25% renewable energy; and
3. 50% renewable energy.

WMATA requires a minimum acceptance period of two hours for the bid prices.

WMATA plans to award a contract to the technically acceptable offeror with the lowest overall price.

Suppliers may submit a single three-year firm fixed price (CLINs 1, 2 and 3) or separate firm fixed prices for each year (CLINs 1a-c, 2a-c, and 3a-c) for the three-year base contract.

Contractors must submit pricing for the two Option Years.

If suppliers are not bidding on line items shown the attached Unit Price Schedule, please indicate "No Bid" on the specific line item in the Unit Price Schedule.



**IFB SOLICITATION INSTRUCTIONS**

**1. INTRODUCTION**

- (a) The Authority seeks to award a contract to provide electricity for the State of Maryland. The term of the contract shall be for a period of three years with two option years. The contract start date shall be approximately July 1, 2017 but the Contractor will be required to enroll the accounts to start service when the existing supplier's contract expires. The contract end date shall be a minimum of 36 billing months up to a maximum of 60 billing months after the award date for each WMATA account listed in Appendix A. To that end, it is issuing this Invitation for Bids (IFB) to solicit bids from qualified firms and individuals who can satisfy the requirements of the Contract.
- (b) Since this is a two-step bid solicitation, award of a Contract hereunder shall be to the lowest priced, responsible bidder whose bid is responsive to, and meets all requirements of the solicitation.
- (c) The Authority contemplates award of a firm fixed price Contract. Unless otherwise specified in the Price Schedule, the Authority reserves the right to make multiple awards pursuant to this solicitation.
- (b) **REQUIREMENTS CONTRACT** This solicitation seeks to award a requirements Contract. A requirements Contract provides the Contractor with both the legal right and the legal duty to supply goods and/or services in an amount that is determined by WMATA's needs, rather than by a fixed quantity. Bidders are advised that the quantities of supplies and/or services specified in the Price Schedule are estimates only, included for purposes of price evaluation and in order to provide information to assist bidders in formulating their bids. While they represent the Authority's best such estimate as of the time of the solicitation, they do not constitute a commitment on the part of the Authority to procure supplies or services at the estimated level.
- (e) In the event that the Contractor is unable or otherwise fails to provide goods or services within the time frames required in this Contract, the Authority reserves the right to procure them from any other source and in any other manner it deems appropriate. Nothing contained herein shall be deemed to waive, modify or impair the Authority's right to treat such failure as a material breach of the Contractor's obligations pursuant to the "Default" article of this Contract, or to pursue any other remedy to which the Authority may be entitled pursuant to this Contract, at law or in equity.

**2. GOODS TO BE FURNISHED/SERVICES TO BE SUPPLIED**

Bidders are advised that:

- (a) If "services" are to be performed pursuant to this solicitation, they must be provided in all respects as specified in the Contract and include the services to be furnished, together with any labor, materials or other work necessary for satisfactory and complete performance.
- (b) If "supplies" are to be provided pursuant to this solicitation, they must be delivered in all respects as specified in the Contract and include the items to be furnished, together with any labor, service or other work necessary for satisfactory and complete performance.

Contract, or to pursue any other remedy to which the Authority may be entitled pursuant to this Contract, at law or in equity.

**5. INDEFINITE QUANTITY CONTRACT – NOT USED**

**6. ORDERING**

- (a) The Contracting Officer shall order electricity according to the accounts listed on revised Appendix A-1.
- (b) Not used.
- (c) Not used.

**7. ORDER LIMITATIONS**

- (a) *Minimum order.* Not used.
- (b) *Maximum order.* The Contractor is not obligated to honor orders for electricity exceeding 125 accounts.

**8. AUDIT, AVAILABILITY, AND INSPECTION OF RECORDS**

- (a) *Authorized persons.* The Contracting Officer and his or her representatives, including representatives of the Authority's governing jurisdictions and any other Federal, state, or local entity providing funding for this Contract and the U.S. Comptroller General shall have access and inspection rights described in this article.
- (b) *Examination of costs.* The Contractor shall maintain, and the Contracting Officer shall have the right to examine and audit, all records sufficiently to properly reflect all costs incurred or anticipated to be incurred directly or indirectly in performance of this Contract. This right of examination shall include inspection of the Contractor's facilities engaged in performing this Contract at all reasonable times.
- (c) *Cost or pricing data.* If the Contractor is required to submit cost or pricing data in connection with any pricing action relating to this Contract, the Contracting Officer shall have the right to examine and audit all of the Contractor's records related to: (1) any proposal for the Contract, subcontract, or modification; (2) any clarifications or discussions conducted on the proposal; (3) pricing of the Contract, subcontract or modification; or (4) performance of the Contract, subcontract or modification.
- (e) *Availability.* The accounts, records and cost information required to be originated under this Contract, and together with all other accounts, records and cost information related to this Contract, shall be maintained and made available by the Contractor and subcontractor(s):
  - (1) At their offices at all reasonable times for inspection, audit, reproduction or such other purposes as the Contracting Officer or by anyone he or she authorizes may require or pursuant to any other provision of this Contract; and

**CHAPTER III – ACCEPTANCE/INSPECTIONS/DEFICIENCIES**

**1. INSPECTION OF SERVICES – NOT USED**

**2. INSPECTION OF SUPPLIES – NOT USED**

**3. ACCEPTANCE OF SUPPLIES – NOT USED**

**4. NEW MATERIAL [SUPPLIES]**

Unless this Contract specifies otherwise, the Contractor represents that any supplies and components to be provided under this Contract are new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety). If at any time during the performance of this Contract, the Contractor believes that furnishing supplies or components that are not new is in the Authority's best interests, the Contractor shall notify the Contracting Officer immediately in writing. The Contractor's notice shall include the reasons for the request, along with any proposed price reduction, that the Authority may take if the Contracting Officer agrees to authorize such supplies or components. The Contracting Officer's authorization to use such supplies or components shall be final and binding and not subject to further review pursuant to the "Disputes" article of this Contract or otherwise.

**5. WARRANTY – NOT USED**

**6. CORRECTION OF DEFICIENCIES**

(a) The Contractor must replace materials or correct workmanship not conforming to the Contract's requirements at no additional cost to WMATA. In addition, the Contractor is subject to any liquidated damages specified in this Contract or actual damages incurred by WMATA. If the Contractor fails to correct deficiencies, the Contracting Officer, may take specific action as follows:

(1) Replace or correct the item or work at the Contractor's expense. This may be accomplished by award of a new contract or by use of WMATA's own resources.

(2) Accept the items with a reduction in price. This action will be accomplished by formal modification to this Contract. The reduced price will be based upon the reasonable value of the item, considering the possible cost of correcting the item.

(3) Terminate this Contract for default. If the item or work must be re-procured, the Contractor is normally liable for excess costs incurred by WMATA in accordance with the "Termination for Default" article of this Contract.

**7. FIRST ARTICLE INSPECTION – NOT USED**

- (ii) The completed or partially completed plans, drawings, information and other property that would have been required to be furnished to the Authority, if the Contract had been completed.
- (8) Take any action that may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this Contract that is in the Contractor's possession and in which the Authority has or may acquire an interest;
- (9) Use its best efforts to sell, as the Contracting Officer authorizes, any property of the types referred to in paragraph (b)(7). The Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions that the Contracting Officer prescribes. The proceeds of any transfer or disposition will be applied to reduce payments to be made by the Authority under this Contract, credited to the price or cost of the work, or paid in any other manner that the Contracting Officer directs.
- (c) The Contractor shall submit complete termination inventory schedules not later than one hundred twenty (120) days from the effective date of termination, unless the Contracting Officer extends the time in writing.
- (d) As soon as reasonably practicable, and not later than sixty (60) business days following the Authority's issuance of a "Notice of Termination" pursuant to paragraph (a), the Contractor shall submit a termination settlement proposal (TSP) to the Contracting Officer in the form that he or she prescribes, detailing the costs to which it asserts entitlement pursuant to this article. If the Contractor fails to submit the TSP within the time prescribed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due to the Contractor as a result of the termination and shall pay the amount so determined.
- (e) Following submission of the Contractor's TSP pursuant to paragraph (d), the parties shall agree upon the whole, or any part, of the amount to be paid or remaining to be paid as a result of the termination. The amount may include a reasonable allowance for profit on work completed. In no event shall the total amount to be paid to the Contractor pursuant to this article exceed the total Contract price as reduced by (1) payments previously made and (2) the Contract price of the remaining work, not terminated.
- (f) If the parties disagree on the whole amount to be paid because of the termination, the Contracting Officer shall pay the Contractor the amounts that he or she determines as follows, but without duplication of any amounts agreed upon under paragraph (e):
  - (1) The Contract price for completed supplies or services that the Authority accepted [or sold or acquired under paragraph (b)(9)] not previously paid for, adjusted for any saving of freight and other charges.
  - (2) The total of:
    - (i) The costs incurred prior to termination in the performance of the work terminated, including initial costs and preparatory expenses allocable



**CHAPTER VIII – INTELLECTUAL PROPERTY RIGHTS**

**1. PATENT INDEMNITY – NOT USED**

**2. SET-OFF**

The Authority has common law, equitable and statutory rights to set-off. These rights shall include, but are not limited to, the Authority's right to set-off any monies due to the Contractor under this Contract, by any amounts due and owing to the Authority with regard to, any Contract with the Authority, plus any amounts due and owing to the Authority for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The Authority shall exercise its set-off rights in accordance with applicable law and practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the Authority, its representatives, or the Federal Government.

**3. RIGHTS IN TECHNICAL DATA – LIMITED – NOT USED**

**4. RIGHTS IN TECHNICAL DATA – UNLIMITED – NOT USED**

**5. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT [SUPPLIES] – NOT USED**

employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements that FTA may issue.

- (c) The Contractor also agrees to include all of these requirements in each subcontract financed, in whole or in part, with Federal assistance provided by FTA, modified only, if necessary, to identify the affected parties.
- (d) Failure by the Contractor, sub-recipient, or subcontractor to carry out these requirements is a material breach of this Contract, that may result in the termination or such other remedy as the Authority deems appropriate.

**2. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT- OVERTIME COMPENSATION – NOT USED**

**3. WALSH-HEALEY PUBLIC CONTRACTS ACT**

If this Contract is for materials, supplies, or equipment in an amount that may exceed \$10,000 and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. §§ 35-45), the following terms and conditions apply:

- (a) All stipulations required by the Act and regulations issued by the U.S. Secretary of Labor (41 C.F.R. Part 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the U.S. Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this Contract shall be paid not less than the minimum wage prescribed by the U.S. Secretary of Labor (41 C.F.R. § 50-202.2). Learners, student learners, apprentices, and certain handicapped workers may be employed at less than the prescribed minimum wage (41 C.F.R. § 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. § 40).

**4. DAVIS-BACON ACT – NOT USED**

**5. COPELAND ANTI-KICKBACK ACT – FTA**

- (a) The Contractor agrees to comply with section 1 of the Copeland “Anti-Kickback Act,” 18 U.S.C. § 874 that prohibits anyone from inducing, by any means, any person employed on construction, prosecution, completion or repair of a Federally assisted building or work, to give up any part of his or her compensation to which he or she is entitled. Contractor further agrees to comply with section 2 of the Act, 40 U.S.C. § 3145, as amended, and implementing U.S. DOL regulations, “Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part, by Loans or Grants from the United States.” Contractor agrees to comply with 29 C.F.R. Part 3 which imposes record keeping requirements for all such contracts in excess of \$2,000.

**Procurement of Electricity Supply for MD**

**Technical Scope of Services**

WMATA is planning to purchase firm "Electricity Supply" in a quantity to meet its full requirements for the accounts listed in Appendix A. "Electricity Supply" means all components of electricity, including but not limited to generation capacity, energy, transmission capacity, ancillary services under all applicable transmission requirements by Pennsylvania, New Jersey, Maryland Interconnection, L.L.C (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 Local Distribution Company (or LDC) 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, all of Contractor's overhead and profit, but not including other costs and rates related to the delivery or distribution of electricity by the LDC, and Capacity Cost Component. WMATA is exempt from all applicable taxes including Gross Receipts Tax (GRT).

Appendix B contains projected energy and demand requirements for future years as required in this Contract. The Authority believes that the information presented represents a reasonable estimate of future requirements. The Authority however, does not warrant the accuracy of such information and actual requirements may be more or less than the estimates.

The power will be delivered to the Local Distribution Companies (or LDCs) in sufficient quantity to meet WMATA's total requirements, including any losses to the meter. The LDC in the State of Maryland is Potomac Electric Power Company (PEPCO) and in some cases Baltimore Gas and Electric (BGE). The Offeror will have a reliable power supply and provide all of the necessary services in order to assure that electricity can be delivered in acceptable quantities to the appropriate delivery points of the LDCs. Specific delivery points are listed in Appendix A. WMATA reserves the right to add additional accounts to the Contract when new service is added to the WMATA load. This additional load will be projected in Appendix B.

WMATA provides transit service and requires power in three jurisdictions – D.C., Maryland and Virginia. For this solicitation, WMATA purchases power from PEPCO and BGE under the following rate schedules in the State of Maryland.

PEPCO

MD – TM-RT, HPS-GT-3A, MGT-LV and T

BGE

GL – POLR II

## H. Term of Contract

The term of the contract shall be for a period of **three years with two option years**. The contract start date shall be approximately July 1, 2017 but the Contractor will be required to enroll the accounts to start service when the existing supplier's contract expires. The contract end date shall be a minimum of **36** billing months up to a maximum of 60 billing months after the award date for each WMATA account listed in Appendix A.

## **EVALUATION FACTORS AND THEIR RELATIVE IMPORTANCE**

### 1. Introduction:

This section outlines the Evaluation Criteria WMATA will consider in evaluating each Offeror's capabilities and proposal submitted in response to this solicitation.

### 2. Evaluation Criteria

There are two types of evaluation criteria to be used in the evaluation, namely, Technical Factors and Price.

Each Offeror's proposal will be evaluated against these factors. The technical factors will determine if the Offeror meets the technical conditions set forth in this IFB. Once contractors are evaluated and determined to be technically acceptable, WMATA will ask contractor(s) to provide pricing.

## **TECHNICAL EVALUATION FACTORS**

In its proposal, the Authority requires the respondent to submit details on:

Technical Capabilities  
Experience/Key Personnel  
Corporate Qualifications  
Supplier Authorization  
Two key personnel (account manager and backup)

### **Technical Capabilities**

An Offeror must demonstrate experience in supplying electricity to the Washington Metropolitan area. The Offeror shall have at least a two-year record of customer satisfaction for delivering large volumes of electricity per year, more than 200,000Mwh, to the Potomac Electric Power Company, and/or Constellation Energy service territories.

The Offeror shall have at least two years of experience that has been satisfactory to customers, delivering electricity to PEPCO accounts or customers within the PJM Interconnection, L.L.C. service territory, the independent system operator that manages the power grid in the Mid-Atlantic region ("PJM").



**CQ17045 -- Electricity Supply**  
**APPENDIX E-1 Revised**  
**Unit Price Schedule**

There are three pricing scenarios below.

- 1) No renewable energy
- 2) 25% renewable energy
- 3) 50% renewable energy

CLIN	No renewable energy	Per KWH	36-month fixed price
1	36-month fixed price	\$ -	\$ -
		Per KWH	12-month fixed price
1a	MD - 12-month fixed price Year 1		
1b	MD - 12-month fixed price Year 2		
1c	MD - 12-month fixed price Year 3	\$ -	\$ -

CLIN	25% renewable energy	Per KWH	36-month fixed price
2	36-month fixed price	\$ -	\$ -
		Per KWH	12-month fixed price
2a	MD - 12-month fixed price Year 1		
2b	MD - 12-month fixed price Year 2		
2c	MD - 12-month fixed price Year 3	\$ -	\$ -

CLIN	50% renewable energy	Per KWH	36-month fixed price
3	36-month fixed price	\$ -	\$ -
		Per KWH	12-month fixed price
3a	MD - 12-month fixed price Year 1		
3b	MD - 12-month fixed price Year 2		
3c	MD - 12-month fixed price Year 3	\$ -	\$ -

CLIN	Option Year 1 (4th Year)	Per KWH	12-month fixed price
4		\$ -	\$ -
4a	No renewable energy		
4b	25% renewable energy		
4c	50% renewable energy	\$ -	\$ -

CLIN	Option Year 2 (5th Year)	Per KWH	12-month fixed price
5		\$ -	\$ -
5a	No renewable energy		
5b	25% renewable energy		
5c	50% renewable energy	\$ -	\$ -

**Appendix A-1 (Revised) dated 11/18/2016**

	<b>ADDRESS</b>	<b>ACCOUNT #</b>	<b>PEPCO 22-DIGIT ACCOUNT #</b>	<b>RATE SCHEDULE</b>	<b>Approximate Current Contract End Date</b>
1	MD-MONT RT Master Account	55023467768	0550234677687001224292	RT	7/25/2017
2	MD-PG RT Master Account	55016741880	0550167418807001579591	RT	7/25/2017
3	5400 Marinelli Road	55020481812	0550204818127001307779	MGT	7/27/2017
4	4805 Pear Road	55017789300	0550177893007001866024	MGT	7/6/2017
5	2-A Wisconsin Avenue	55023766433	0550237664337001874401	MGT	7/1/2017
6	100 Hungerford Drive	55015764784	0550157647847001100759	GS ND	7/29/2017
7	4911-T Calvert Road	55023943859	0550239438597001305719	T	7/16/2017
8	100 Addison Road	55023287265	0550232872657001272994	MGT	7/8/2017
9	5391 Lackawanna Street	55018570535	0550185705357001683103	GS ND	7/15/2017
10	11010 Viers Mill Road	55012975797	0550129757977001743680	MGT	7/7/2017
11	5441 Marinelli Road	55014764280	0550147642807001489663	MGT	7/28/2017
12	12501 Georgia Avenue	55016905717	0550169057177001093018	MGT	7/13/2017
13	4421-A Southern Avenue	55016514378	0550165143787001843518	T	7/6/2017
14	4400 Britannia Way	55016758603	0550167586037001343711	GS ND	7/22/2017
15	4301 Auth Place #B	55016638961	0550166389617001265616	GS ND	7/22/2017
16	5900 Capitol Gateway Drive	55020112151	0550201121517001603993	T	7/22/2017
17	4301 Auth Place #A	55016638763	0550166387637001264770	GS ND	7/22/2017
18	16000 Redland Road	55014566867	0550145668677001224207	MGT	7/16/2017
19	15903 Somerville Drive	55016534459	0550165344597001799873	MGT	7/16/2017
20	5300 Tuckerman Lane	55019171101	0550191711017001507270	MGT	7/28/2017
21	900 Lottsford Road	55024217071	0550242170717001138778	MGT	7/26/2017
22	2310 Chillum Rd	55017711197	0550177111977001388883	MGT	7/11/2017
23	4901 Paint Branch PW	55013712306	0550137123067001193748	MGT	7/13/2017
24	3500 Pennsy Drive RM CD#B	55023980992	0550239809927001913052	GT 3A	7/15/2017
25	3500 Pennsy Drive RM C221	55017633334	0550176333347001698766	GT 3A	7/15/2017
26	12600 Flack Street	55016560884	0550165608847001340814	MGT	7/13/2017
27	4301 Auth Place	55016514378	0550148513847002052165	GS ND	7/22/2017
28	6840 Distribution Drive	55017692553	0550176925537001855561	MGT	7/15/2017
29	6901-B Distribution Drive	55022178754	0550221787547002053287	MGT	7/14/2017
30	11175 Georgia Ave	55022108363	0550221083637001461304	MGT	7/14/2017
31	6901-A Distribution Drive	55022508984	0550225089847001308310	MGT	N/A
32	6901 Distribution Drive	55018766810	0550187668107001389197	MGT	N/A
33	1680 Chapman Ave	55018564827	0550185648277001453349	MGT	N/A

<b>WMATA MD-RT SUBACCOUNT ADDRESSES</b>					
	<b>ADDRESS</b>	<b>ACCOUNT #</b>	<b>PEPCO 22-DIGIT ACCOUNT #</b>	<b>RATE SCHEDULE</b>	<b>Approximate Current Contract End Date</b>
1	1405 East West Highway	2007481217	0550234677687001224325	RT	7/25/2017
2	8416 Colesville Road	2007481316	0550234677687001224356	RT	7/25/2017
3	10455 Rockville Pike	2007481415	0550234677687001224379	RT	7/25/2017
4	5540 Wisconsin Avenue	2007481514	0550234677687001225235	RT	7/25/2017
5	7452 Wisconsin Avenue	2007481613	0550234677687001225314	RT	7/25/2017
6	8702 Wisconsin Avenue	2007481712	0550234677687001225344	RT	7/25/2017
7	7422 Wisconsin Avenue	2007481811	0550234677687001225372	RT	7/25/2017
8	9700 Wisconsin Avenue	2007481910	0550234677687001225402	RT	7/25/2017
9	8700 Wisconsin Avenue	2007482017	0550234677687001226430	RT	7/25/2017
10	10501 Rockville Pike	2007482116	0550234677687001226460	RT	7/25/2017
11	11600 Rockville Pike	2007482215	0550234677687001226512	RT	7/25/2017
12	11598 Rockville Pike	2007482314	0550234677687001226546	RT	7/25/2017
13	15800 Fields Road	2007482413	0550234677687001226619	RT	7/25/2017
14	12 Halpine Drive	2007482512	0550234677687001226650	RT	7/25/2017
15	89 Hungerford Drive	2007482611	0550234677687001226750	RT	7/25/2017
16	900 Rockville Pike-First Street	2007482710	0550234677687001226789	RT	7/25/2017
17	10 Halpine Drive	2007482819	0550234677687001227635	RT	7/25/2017
18	321 Hungerford Drive	2007482918	0550234677687001227687	RT	7/25/2017
19	15830 Redland Road	2007483114	0550234677687001227745	RT	7/25/2017
20	15950 Frederick Road	2007483312	0550234677687001227767	RT	7/25/2017
21	15947 Frederick Road	2007483411	0550234677687001227788	RT	7/25/2017
22	10790 Georgia Avenue	2007483700	0550234677687001227811	RT	7/25/2017
23	1908 Lansdowne Way	2007483809	0550234677687001227837	RT	7/25/2017
24	9700 Georgia Avenue	2007483908	0550234677687001227865	RT	7/25/2017
25	11000 Georgia Avenue	2007484005	0550234677687001227898	RT	7/25/2017
26	12750 Layhill Road	2007484104	0550234677687001227931	RT	7/25/2017
27	12850 Layhill Road	2007484203	0550234677687001227964	RT	7/25/2017
28	12601 Flack Street	2007484302	0550234677687001227984	RT	7/25/2017
29	12750 Layhill Road	2007484401	0550234677687001228856	RT	7/25/2017
30	8710 Wisconsin Avenue	2007484500	0550234677687001228910	RT	7/25/2017
31	7440 Wisconsin Avenue	2007484609	0550234677687001229033	RT	7/25/2017
32	3400-A 75th Avenue	3101463812	0550167418807001580828	RT	7/25/2017
33	6800 Landover Road	3101463911	0550167418807001580853	RT	7/25/2017
34	6020 Minnesota Avenue	3101464018	0550167418807001580872	RT	7/25/2017
35	5101 Ellin Road	3101464117	0550167418807001580896	RT	7/25/2017
36	3220 Pennsy Drive	3101464216	0550167418807001580927	RT	7/25/2017
37	6201 Columbia Park Road	3101464315	0550167418807001580982	RT	7/25/2017
38	100 South Addison Road	3101464414	0550167418807001581000	RT	7/25/2017

39	8600 Harkins Road	3101464513	0550167418807001581008	RT	7/25/2017
40	4300 Garden City Drive	3101464612	0550167418807001581054	RT	7/25/2017
41	102 South Addison Road	3101464711	0550167418807001581082	RT	7/25/2017
42	6303 East Capitol Street	3101464810	0550167418807001581099	RT	7/25/2017
43	6301 East Capitol Street	3101464919	0550167418807001581115	RT	7/25/2017
44	2400 Jamestown Road	3101465106	0550167418807001581139	RT	7/25/2017
45	4301 Garden City Drive	3101465205	0550167418807001581158	RT	7/25/2017
46	6224 35th Avenue	3101465304	0550167418807001581210	RT	7/25/2017
47	6222 33rd Avenue	3101465403	0550167418807001582035	RT	7/25/2017
48	6200 Cherrywood Lane	3101465502	0550167418807001582061	RT	7/25/2017
49	2300 Jamestown Road	3101465601	0550167418807001582129	RT	7/25/2017
50	5050 Pierce Avenue	3101465700	0550167418807001582163	RT	7/25/2017
51	4600 Albion Road	3101465809	0550167418807001582174	RT	7/25/2017
52	7300 50th Avenue	3101465908	0550167418807001582193	RT	7/25/2017
53	6100 Cherrywood Lane	3101466005	0550167418807001582210	RT	7/25/2017
54	5701 Sunnyside Avenue	3101466104	0550167418807001582234	RT	7/25/2017
55	5801 Sunnyside Avenue	3101466203	0550167418807001582257	RT	7/25/2017
56	6300 Cherrywood Lane	3101466302	0550167418807001582278	RT	7/25/2017
57	3101 Branch Avenue	3101466401	0550167418807001582296	RT	7/25/2017
58	3101 Branch Avenue	3101466500	0550167418807001582313	RT	7/25/2017
59	4701 Old Soper Road	3101466609	0550167418807001582364	RT	7/25/2017
60	1411 Southern Avenue	3101466708	0550167418807001582386	RT	7/25/2017
61	4500 Silver Hill Road	3101466807	0550167418807001583211	RT	7/25/2017
62	4704 Old Soper Road	3101466906	0550167418807001583230	RT	7/25/2017
63	4500-B Silver Hill Road	3101467003	0550167418807001583272	RT	7/25/2017
64	2102 Oxon Run Rd	3101467102	0550167418807001583315	RT	7/25/2017
65	5700-A Capitol Gateway Drive	3101467201	0550167418807001583354	RT	7/25/2017
66	5700-C Capitol Gateway Drive	3101467409	0550167418807001583385	RT	7/25/2017
67	9000 Lottsford Road	3101467508	0550167418807001583404	RT	7/25/2017
68	300 Garret Morgan Boulevard	3101467607	0550167418807001583488	RT	7/25/2017
69	9450 Lottsford Road	3101467706	0550167418807001583540	RT	7/25/2017
70	4350 Garden City Drive	3101467805	0550167418807001583563	RT	7/25/2017

WMATA BGE ACCOUNT ADDRESSES				
	ADDRESS	Electric Choice #	RATE SCHEDULE	Approximate Current Contract End Date
1	9300 Lemon-Bridges Rd	4949763494	G	7/15/2017
2	8201 Ardwick-Ardmore Rd	9751649274	GL	7/21/2017
3	3501 Pennsy Drive	7863131232	GL	7/21/2017
4	3360 Pennsy Drive	8399769407	G	7/21/2017
5	3421 Pennsy Drive – Bldg D	6292406652	GL	7/21/2017
6	3501 Pennsy Dr-A	5402055046	G	7/21/2017
7	2S 8900 Greenwood Pl	1084593367	G	7/14/2017
8	4350 Garden City Drive	2701417641	GL	7/21/2017
9	2R 4700 Cobb Rd	1848628514	GL	7/21/2017
10	3421 Pennsy Drive – Bldg A	8704978733	GL	N/A
11	3421 Pennsy Drive – Bldg B	0995189895	GL	N/A
12	3421 Pennsy Drive – Bldg C	8318555180	G	N/A
13	10201 Good Luck Road	4435496001	GL	N/A