

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES



SOLICITATION DCAM-22-CS-RFP-0011

**REDEVELOPMENT ST. ELIZABETHS EAST CAMPUS-  
MICROGRID PROJECT**

**AMENDMENT NO. 10**

Amendment Number 10 is hereby issued and posted on the Department's web site September 27, 2022. The Amendment and all RFP documents are available at <https://dgs.dc.gov/event/dcam-22-cs-rfp-0011-redevelopment-st-elizabeths-east-campus-%E2%80%93-microgrid-project>  
Except as otherwise noted, all other terms and conditions of the solicitation remain unchanged.

**1. Section 1.15 Attachments, Attachment A4 Draft Power Purchase Agreement, Section 11**

**Delete:** Reserved  
**Insert:** 11.3 Take or Pay

To the extent that the Department fails to purchase in any calendar year during the Term at least seventy-five percent (75%) of each of the Estimated Loads as listed in Exhibit F, the Department shall be obligated to pay Microgrid Partner within sixty (60) days of the conclusion of the calendar year an amount equal to the sum of the Output the Department fails to accept multiplied by the applicable Benchmark Price per unit of Output as set forth in Exhibit C.

**Insert:** 17.29 Not-to-Exceed (“NTE Amount”)

Subject to the limitations of Section 17.13, the Parties have agreed to the NTE Amount for the Microgrid for each fiscal year (October 1 through September 30) of the Host Customer (including pro-rated amounts for any partial Host Customer fiscal years) for the Term as set forth in Exhibit C (Microgrid Energy Price). Microgrid Partner/Owner acknowledges and agrees that in no event shall it be paid more than the applicable NTE Amount for any payments contemplated pursuant to his Agreement, including but not limited to any energy delivered during an applicable Host Customer fiscal year unless such NTE Amount is increased in writing by a

duly authorized contracting officer of Host Customer. In light of the environmental attributes associated with the energy produced by the Microgrid and Host Customer's commitment to reduce greenhouse emissions, the Parties further acknowledge and agree that Host Customer desires to take all of the energy delivered by the Microgrid, in priority to and displacing purchases from non-renewable sources of energy. In order to implement such desires, Microgrid Partner/Owner shall promptly notify Host Customer from time to time in the event that Microgrid Partner/Owner reasonably expects the energy produced by the Microgrid and delivered to Host Customer in any Host Customer fiscal year to require payment in excess of the applicable NTE Amount for such fiscal year, and provide an estimate of the expected energy that is likely to be produced by the Microgrid during the balance of such Host Customer fiscal year. Thereafter, Host Customer shall seek to adjust its energy budgets so as to accommodate such deliveries, and shall approve an increase to the aggregate NTE Amount to the extent of available funds in its energy budget for such fiscal year. It is understood and agreed, however, that such adjustment shall not occur automatically and shall require Host Customer's Contracting Officer to issue an appropriate adjustment to such NTE Amount for such fiscal year.

Due to the fact that Amendment 10 serves to replace language included in the previous draft of Attachment A4, the Department does not consider this a material change in the terms of the solicitation.

*James H. Marshall*

\_\_\_\_\_  
James H. Marshall  
Contracting Officer

September 27, 2022

Date

End of Amendment No. 10