

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. 7

Amendment Number 7 is hereby issued and posted on the Department's web site September 16, 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 M Form of Notice to Proceed and Letter Contract provided as Exhibit 1 to Amendment 7

2. Section 5.4.1.3 c Key Personnel and Team Capabilities

Delete: In its entirety
Insert: Discussion of the Key Personnel including their roles and responsibilities

3. Section 5.4.2.1, Price Proposal Attachments, c) and d) are revised to read as follows:

c) SBE Subcontracting Plan - Each Offeror shall complete and submit as part of its Price Proposal a SBE Subcontracting Plan in the form of **Attachment H**. The SBE Subcontracting Plan shall be submitted with a total contract price of \$950,000 (Letter Contract Amount). The Offeror shall ensure that the SBE Subcontracting Plan is filled out completely and complies with Section 4.3.1 of the RFP, as amended.

d) First Source Employment Agreement and Employment Plan- Each Offeror shall complete and submit as part of its Price Proposal a First Source Agreement in the form of **Attachment I**. The First Source Employment Agreement and Employment Plan shall be submitted with a total contract price of \$950,000 (Letter Contract Amount).

4. Section 9.3 Contractor's Payment and Performance Bonds

Delete: In its entirety

Insert: **Section 9.3 Contractor's Payment and Performance Bonds**

In addition to the trade subcontractor bonds required by **Section 9.2**, the Microgrid Partner shall be required to post an initial payment and performance bond having a penal value equal to the value of the Letter Contract, \$950,000, prior to the execution of the Letter Contract. Prior to the commencement of construction of the Microgrid, the Microgrid Partner shall provide a payment and performance bond having a penal value equal to the estimated construction cost of the Microgrid. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties.

5. The fourth installment of responses to questions about the RFP is provided as Exhibit 2 to Amendment 7.
6. A complete set of responses to questions about the RFP issued to date is provided in Exhibit 3 to Amendment 7.

James H. Marshall

James H. Marshall
Contracting Officer

September 16, 2022

Date

End of Amendment No. 7

Exhibit 1

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



[DATE]

[Contractor's address]

Reference: Request for Proposals No. DCAM-22-CS-RFP-0011 (“RFP”) –
Redevelopment St. Elizabeths East Campus – Microgrid Project

Subject: **Notice to Proceed and Letter Contract**

Dear Mr. _____,

We refer to the proposal submitted by _____ (the “Contractor” or “Microgrid Partner/Owner”) in response to the above referenced RFP. We are pleased to inform you that this work has been awarded to _____ and if this Letter Contract (“Letter Contract”) is signed by the Contractor without modification of any kind, it will serve as a notice to proceed for the work described below. This notice to proceed is subject to the following terms:

1. Letter Contract. This is a Letter Contract between the Contractor and the District of Columbia Government, acting by and through its Department of General Services (“DGS” or the “Department”), and shall govern our relationship until such time as a final power purchase agreement is entered into for the work described in the above referenced RFP (the “Definitive Contract”); provided, however, that to the extent an issue is not covered in this Letter Contract, RFP as amended and the Power Purchase Agreement (**Exhibit A**) shall govern. Once the Definitized Contract is executed by an authorized Contracting Officer, this Letter Contract shall automatically terminate and merge into the Definitized Contract.
2. Scope of Work. The Contractor shall provide services including development, design, construction, ownership, operations, maintenance, and potential transfer for the Microgrid to be constructed on St. Elizabeths East Campus as described in the Contractor’s Proposal dated _____ submitted in response to the subject RFP.
3. Deliverables. In connection with the services provided pursuant to this Letter Contract, the Contractor shall provide, at a minimum, the deliverables associated with the design and pre-construction deliverables included in the RFP to the Department’s Project Manager, and in the referenced instances to the Contracting Officer.
4. Amount. The limit of this authorization is up to **\$950,000** for engineering, design, and permitting costs. In no event will the Contractor be entitled to receive more than this amount unless authorized in advance and in writing by a duly authorized Contracting Officer. This amount includes all costs incurred by the Contractor in connection with the work authorized hereby.

5. Insurance. At all times while working under this Letter Contract, the Contractor shall maintain insurance as described in Section 8 of the RFP. All such policies shall be endorsed to add the District of Columbia, including, but not limited to, its Department of General Services, and the respective agents, employees, and offices of each as additional insureds.

6. Duration. Once executed, the Letter Contract will become effective on the date the Letter Contract is executed by the Department. This Letter Contract will terminate on the earlier to occur of the following: (i) the date the Definitized Contract (PPA) becomes effective; or (ii) [Insert Date]. DGS reserves the right to terminate this Letter Contract, in whole or specified part, for convenience in the manner described in **Article 5** and **Article 6** of the District of Columbia Department of General Services Standard Contract Provisions General Provisions for Construction Contracts (**Exhibit B**).

7. Key personnel. To carry out its duties, the Microgrid Partner/Owner shall provide at least the key personnel identified in (**Exhibit F**) (“Key Personnel”), who shall carry out the functions identified in (**Exhibit F**). Among other things, the Key Personnel shall include:

- a) the Project Executive;
- b) the Microgrid Architect or lead design engineer;
- c) the Project Manager;
- d) the Safety/Quality Assurance/Quality Control Manager; and
- e) the Operations Manager for long-term operations.

It is contemplated that these Key Personnel will work from the design stage, purchasing and throughout the bulk of the field work. The Microgrid Partner/Owner’s obligation to provide adequate staffing is not limited to providing the Key Personnel but is determined by the needs of the Project. If any of the Key Personnel become unavailable to perform services in connection with the Letter Contract due to death, disability, or separation from the employment of the Microgrid Partner/Owner/Owner or any affiliate of the Microgrid Partner/Owner, then the Microgrid Partner/Owner shall promptly notify the Department’s Contracting Officer and propose a replacement acceptable to the Department. The Department shall be entitled to complete information before approving such replacement. Certain members of the Microgrid Partner/Owner’s Key Personnel shall be subject to a replacement fee for their removal or reassignment by the Microgrid Partner/Owner.

If the Microgrid Partner/Owner replaces one of the key personnel listed in (**Exhibit F**) as being subject to a replacement fee, without the prior written consent of the Department, then the Microgrid Partner/Owner shall pay to the Department \$25,000 for each replacement as replacement fee and not a penalty, to reimburse the Department for its administrative costs arising from the Microgrid Partner/Owner’s failure to provide the Key Personnel. The foregoing replacement fee amount shall not bar recovery of any other damages, costs, or expenses other than the Department’s internal administrative costs.

8. ProjectTeam. The Microgrid Partner/Owner shall utilize the Department’s current project management software (“ProjectTeam”) system to submit any and all Project Documentation required to be provided by the Microgrid Partner/Owner for the Project, including, but not limited to: (i) requests for information; (ii) submittals; (iii) meeting minutes; (v) certified payrolls (in addition to upload via LCP Tracker); (vi) drawings and specifications; (vii) punchlist; and (viii) other Project Documents as may be designated by the Department. The Microgrid Partner/Owner also shall require all subcontractors and subconsultants to utilize ProjectTeam for the Project execution.

Electronic storage and transmission of information via ProjectTeam system shall be compliant with the provisions of the Document Security section of these General Requirements.

9. Ownership and Use of Documents. All documents and work product prepared by the Contractor shall become the property of the Department upon the payment of invoices submitted under the Letter Contract.

10. Trade Work/Site Control. Unless otherwise directed by the Department, the Contractor shall not perform any trade work or take control of the site. Any authorization to proceed with trade work will include appropriate provisions relating to compliance documents (first source employment agreement, Department of Small and Local Business Development (DSLBD)), bonds, insurance, and safety procedures. At a minimum, however, the Department's Standard Contract Provisions for Construction (**Exhibit B**) shall apply. In addition to the requirements set forth in any such subsequent authorization, prior to executing this Letter Contract, the Contractor shall provide the Department's Contracting Officer with certificates evidencing insurance, a payment and performance bond having a penal value equal to the value of the Letter Contract. In the event the Contractor fails to provide the Department with such certificates of insurance, or bond, the Department may withhold any subsequent payment until such documents are provided.

11. Entire Agreement; Modification. This Letter Contract, along with the Standard Contract Provisions, (**Exhibit B** – Construction Services and **Exhibit C** – Architectural & Engineering Services and) supersede all contemporaneous or prior negotiations, representations, course of dealing, or agreements, either written or oral. No modifications to this Letter Contract shall be effective against the Department and unless made in writing signed by the Department. Notwithstanding the provisions of this Section 14, nothing herein shall limit the Department's ability to unilaterally modify this Letter Contract.

12. Davis Bacon Act Wage Determination. The Contractor agrees that the work performed under this Letter Contract shall be subject to the Davis Bacon Wage Determination as set forth in (**Exhibit D**) in effect at the time of Letter Contract execution by the Department.

13. Service Contract Act. The Contractor agrees that the work performed under this Letter Contract shall be subject to the Service Contract Act as set forth in (**Exhibit E**) in effect at the time of Letter Contract execution by the Department.

14. Living Wage Act. The Contractor agrees that the work performed under this Letter Contract shall be subject to the Living Wage Act in effect at the time of Letter Contract execution by the Department. As such, the Contractor and its subcontractors shall comply with the wage reporting requirements imposed by the act as set forth in (**Exhibit G**).

ISSUED BY:
The Department of General Services

ACCEPTED BY:

By: _____
Name: George G. Lewis
Title: Contracting Officer
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Exhibit 2

DCAM-22-CS-RFP-0011

Redevelopment St. Elizabeths East Campus - Microgrid Project

Questions About The RFP

No.	Question	Response
67	Clarify what the FEMA \$6.6M to \$15M grant to be used for? (section 1.3 & 1.8.2)	The grant scope includes design and construction in two phases. Specifically, eligible expenses per phase are: Phase 1 •Engineering/Design •Permitting Phase 2 •HP Engines •Powerhouse •SCADA PLC System •100 kWh-hr Battery System •Express Feeders •Express Feeder Switchgear and Transformers •Express Feeder Interconnection •Distribution Feeders •Distribution Feeders Switchgear & Transformers •Microgrid Controller •Construction cost related to microgrid

68	Can you elaborate further on timing of the FEMA grant and relation to completion of this project?	<p>As described in Section 1.8.2.2., a Letter Contract for \$950,000 will be issued to the Microgrid Partner immediately upon selection, with funding from the design phase of the FEMA grant. Upon completion of sufficient design work to update the Benefit Cost Analysis (BCA), the updated BCA, design documents, an updated construction cost estimate, documentation of environmental and historical reviews will be submitted to FEMA for review. Once approved, construction on the Microgrid may begin. Although FEMA does not guarantee any particular response time, the agency typically approves a submitted BCA within approximately 60-90 days. Once construction begins, regular requests for reimbursement can be submitted to FEMA throughout the remainder of the project. It is through these reimbursements that the remaining grant funds will be made available to the Microgrid Partner. As stated in Attachment A8, the standard total period of performance for the grant is 36 months from the date of award, which includes both design and construction. If the project requires more time to be completed, there is an option to request up to two, 1-year extensions.</p>
69	Would roof or additional land on site be considered for solar as part of the microgrid?	Yes.

70	Clarify role of encouraging and coordinating PV for other stakeholders (section 1.9.2.1)	The Microgrid Partner will not have a lease or ownership of any property or structure suitable for solar deployment, with the possible exception of the roof of the Powerhouse. However, other locations throughout the St. Elizabeths campus may be suitable for solar deployment, including future construction as part of new developments. Sourcing power from such solar deployments would be at the Microgrid Partner's discretion, if for example the Microgrid Partner determined that power produced from solar installations would have lower cost or emissions than other sources of the electricity that the Microgrid delivers to its off-takers, or if connecting solar output behind the Microgrid's point of common coupling with Pepco would lead to lower interconnection costs.
71	For the submission due on 8/9 (9/23), can you specify which attachments are required then? Specifically, will we need to have subs identified and committed to comply?	See Section 4.5.2.1 of the RFP and Amendment 7, Item No. 3.
72	Powerhouse will displace ~50 parking spots in UCC lot. Please confirm that parking can be accommodated elsewhere on St Elizabeth's East campus and Microgrid Partner does not have to provide.	Confirmed.
73	Can the bidder get permission for another round of site visit to confirm additional details?	No.
74	Is there a master plan for the greater St. Elizabeth's campus that will be shared, in addition to what was in the pre-bid conference slides?	Please visit the following web site: http://stelizabethseast.com/our-opportunity/master-plan/slides/
75	Can you please provide the previous responses to requests for additional information in excel format? The responses were provided as a .pdf which cut off portions of the responses in certain cells.	See Amendment 7, Item No. 6.

76	There are several attachments that are to be provided by Amendment, but that have yet been provided, specifically Attachment M – the Letter Agreement. Will the District provide these documents to the bidders for review?	See Amendment 7, Item No. 1.
77	How is the \$15M grant dispersed? Stages, etc?	The grant funds are administered as reimbursements for eligible expenses, per the grant’s scope of work. Regular requests for reimbursement will be submitted to FEMA; it is through these reimbursement that the grant funds will be made available to the Microgrid Partner.
78	Per section 1.8.2.2 of the RFP, \$950,000 of grant funding is available to the Microgrid Partner for design development, sufficient to update the Benefit Cost Analysis and to provide FEMA with design documents needed to proceed to the construction phase. What level of drawings does HSEMA require to update the Benefit Cost Analysis? Analysis?	The design drawings would ideally be 100%, but the maturity of the design drawings should at least be sufficient to support reliable cost inputs to the BCA.
79	Is the \$950,000 intended to cover Design Development level drawings only?	The funding that will be available under the Letter Contract will be part of the design phase of the FEMA grant and can be used for a variety of design and development tasks, but cannot be used for construction. However, the Microgrid Partner has full discretion to use its own funds for whatever purpose they desire.
80	Per section 5.4.1.2a of the RFP, each offeror’s proposal is limited to no more than 4 projects. Is that 4 projects per subcontractor or 4 representative projects from the entire team?	The 4 projects should be representative of the Microgrid Partner's team.
81	In relation to refeeding of UCC & Men’s Shelter, please confirm existing Pepco service type to be replaced/reconfigured (i.e., primary HT or secondary GS service).	The Microgrid Partner has full discretion to determine how and whether electrical service for the UCC and the Shelter would change. For one potential design approach, see the 1-line drawing and accompanying memo that has been included in the re-issued Attachment A7.

82	Please provide any available 15-minute interval data for the Men's Shelter.	No interval data is available at this time.
83	Please provide UCC heating consumption data for October 2020. Only 11 months of data were provided.	Additional UCC heating consumption data is now available, as follows. Oct 2021 = 183 MMBtu. Nov = 214. Dec = 519. Jan 2022 =826. Feb = 862. Mar = 700. Apr = 629. May = 561. June = 385. July = 385.
84	Explain the impact COVID-19 has on occupancy patterns for the UCC.	The pandemic has brought a slight increase in occupancy patterns for the District's Unified Communications Center (UCC).
85	Exhibit C Draft PPA - Please clarify if under Alternative A the microgrid partner would be responsible for the gas cost to operate the cogen equipment?	Yes, under Alternative A, the Microgrid Partner would be responsible for any natural gas costs needed to operate the Microgrid equipment.
86	Exhibit C Draft PPA - Does microgrid partner need to select either Alternative A or B for all electricity generated or could the partner select a different Alternative for cogenerated electricity vs electricity provided by Solar/BESS?	Yes, the Microgrid Partner could select a different Alternative for cogenerated electricity vs electricity provided by Solar/BESS.
87	Are we allowed to submit more resumes than just the 5 key personnel?	Offerors shall provide a response to this and every factor shall in a matter that best demonstrates the Offeror's ability to meet the requirements of the factor clearly, concisely and comprehensively.
88	If the reviewing committee does decide to have offerors give oral presentations, can the number of people allowed be expanded from 4?	In the event oral presentations are conducted, consideration will be given to increasing the number of presenters for each offeror providing an oral presentation.
89	With respect to the Contractor's Payment and Performance Bond referenced in Section 9.3 of the RFP, will that bond be permitted to be released upon completion of construction of the Microgrid?	Yes.
90	Section 5.4.1.3c Key Personnel and Team Capabilities- The remaining text for this question is missing. Please provide the complete question.	See Amendment 7, Item No. 2.

91	Section 5.4.1.2a #4 Past Performance and Relevant Experience – Please clarify what information is being requested for “delivery method implemented on project”.	Identification of the delivery method utilized in each of the projects submitted such as design-build, design-bid-build, design, own-operate, etc.
92	Attachment A4 Definition of Electricity Cost, Alternative B – We understand this paragraph to state that a 10% reduction in cost is already included in the 7.1 cents per kWh value given. Please confirm this correct.	Confirmed.
93	Regarding adjustments of the Benchmark 2020 energy prices for the sale of the various services, the Consumer Price Index (CPI) is noted as the mechanism by which the price will be adjusted. However, the specific CPI is not referenced. We assume that the CPI to use is the “Energy in Washington-Arlington-Alexandria, DC-VA-MD-WV, all urban consumers, not seasonally adjusted” value found at the following URL: https://data.bls.gov/timeseries/CUURS35ASA0E?amp%253bdata_tool=XGtable&output_view=data&include_graphs=true . If this is not correct, please specify the CPI that should be used for the project.	Yes, the correct the Consumer Price Index (CPI) to be used for price adjustments is the “Energy in Washington-Arlington-Alexandria, DC-VA-MD-WV, all urban consumers, not seasonally adjusted.”
94	Attachment A-4 Draft PPA Exhibit F – Estimated Loads - The estimated load for hot water listed in the draft PPA is 58,162MMBtu across the three off-takers, however, the loads provided in Attachment A-2 for the three off-takers do not total this amount. Please provide a breakdown of the estimated loads that equal the value provided in Attachment A-4 Draft PPA.	The loads specified in Exhibit F will provide the basis for the Take or Pay commitment (Section 11.3). They are the result of a modeling effort undertaken by an engineering team in support of the District government. Additional information about the off-taker loads may become available in the future, as both the Shelter and the Hospital transition from modeled to actual consumption.
95	Our surety does not agree with Attachment R being that the microgrid owner will design, build, own, operate, maintain, and finance the project, and thus payment & performance bonds shouldn’t be applicable. Please confirm if this attachment can be omitted.	Payment and Performance bonds are required due to the fact that the District owns the property the microgrid is to be built and to ensure the project is completed and all subcontractors are paid.

96	What are the time constraints for the grant? When does the grant expire	The FEMA grant has a term of three years. If the design and construction has not been completed within the 3-year term limit, HSEMA can request an extension; extension of the term is FEMA's decision.
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Exhibit 3

DCAM-22-CS-RFP-0011
Redevelopment St. Elizabeths East Campus - Microgrid Project
Questions About The RFP

No.	Question	Response
1	Can you share a list of other firms who we might reach out to?	Yes. Please see Amendment 3, Item Number 5a.
2	Can the bid date be extended? 4 Weeks to assemble a PPA proposal for a microgrid project will be difficult given the technical scope and the interconnection of 3 buildings	Yes. Please see Amendment 3, Item Number 4.
3	Can the interval data included in attachment A2 be supplied in an excel format	Yes. Please see Amendment 3 Item Number 2.
4	The Preliminary Load Model in attachment A2 (page 2390) are these the estimated loads for the Shelter and New Hospital?	Yes, the final page provides modeled load estimates specifically for the new Hospital. See Amendment 3 Item Number 2.
5	Will the bidder be responsible for making connections at the each building or can the ETS / Energy Transfer Stations be within the lot designated for the microgrid?	The Microgrid Partner may provide the required services in whatever fashion they determine is best. As described in Exhibit B (Delivery Points) of Attachment A4 (the Draft PPA), each off-taker will receive thermal service from the Microgrid that connects to its existing hot-water or chilled-water distribution system (or in the case of the Hospital, its planned distribution systems).
6	What are Construction schedules for the new Hospital and Men's Shelter? (section 1.6)	The Men’s Shelter is now open and operating. Key dates for Hospital integration have been provided in Attachment A1. See Amendment 3 Item Number 1.
7	Define difference between Microgrid "Partner" and Microgrid "Contractor" (Section 1.1)	There is no difference. The text of the RFP states in Section 1.1 "....Microgrid Partner (“Partner” or “Contractor”)...."
8	Clarify requirements for "take-or-pay basis" (section 1.2)	The “take or pay” approach is specified in Section 11.3 of the Draft PPA (Attachment A4).

9	Clarify up to \$950,000 funds from FEMA for design-development funding (section 1.8.2.2)	As described in Section 1.8, immediately upon selection, a Letter Contract will be issued for \$950,000 so that the Microgrid Partner can begin design work without delay. The form of this Letter Contract (Attachment M) will be provided as an Amendment.
10	Clarify HSEMA role in working with FEMA between phases 1 and 2. (section 2.2.1)	As described in Section 2.2.1, HSEMA and its Consultants will work with both the Microgrid Partner and FEMA in order to document the Benefit Cost Analysis (BCA) that FEMA requires in order to proceed to Phase 2 of the grant. HSEMA and its Consultants performed a preliminary BCA at the time of the original grant application, as it does with all FEMA projects. Data from the Microgrid Partner's design process, such as more detailed construction cost estimates, will be incorporated into an updated BCA that HSEMA will submit to FEMA.
11	Can you elaborate further on the project schedule- specifically the Notice of Intent to Award and Notice to Proceed?	It is the District's intent to progress the RFP process in a manner that supports the goals. The Department will issue the Notice of Intent to Award and Notice to Proceed at the conclusion of the selection process.
12	Will you be providing an adjusted schedule for Attachment A1? As presented, things started more than 8 months ago.	Yes. See Amendment 3, Item 1.
13	Will you consider a submission extension given the importance of the requirements and compliance and less than 30 days before 8/9 excluding weekends?	Yes. Please see Amendment 3, Item Number 4.
14	Could the load information be provided in a CSV file?	Yes. Please see Amendment 3 Item Number 2.
15	Are calculations or design criteria for distributed energy resources available?	As described in Section 1.9.2, the choice of distributed energy resources is up to the Microgrid Partner, with the exceptions noted in that Section.

16	What duration BESS is desired and how is it planned to be used? (section 1.9.2)	As described in Section 1.9.2, the BESS should have a minimum 0.25C (4-hr) rating. The planned use of the battery system (for example in generating grid-services revenues) is up to the Microgrid Partner as the owner of the equipment, as long as the Performance Criteria in Exhibit H of the Draft PPA (Attachment A4) are met.
17	Clarify basis of design for generation sizes	As described in Section 1.9.2, the selection and sizing of generation assets is up to the Microgrid Partner, with the exceptions noted in that Section.
18	When will responses to questions be provided?	Responses to questions will be provided in installments. This is the first of those installments.
19	Is Right of Use required for the feeder installation? (section 1.9.2.c)	The Microgrid Partner will require easements for any utility rights-of-way needed for feeder installation, in cooperation with the Hospital and with the District agencies responsible for a given area.
20	Clarify MG Partner's roles in obtaining easements and permits?	The Microgrid Partner will be responsible for obtaining easement permits, with the cooperation of the Hospital and the District agencies responsible for a given area.
21	Pricing Proposal is based on energy reduction percentage vs actual cost of project? (section 3.5.2.1)	Reduction in energy costs is the percent reduction below the baseline provided as Exhibit C to the Draft PPA (Attachment A4). A 10% discount is the minimum reduction, further reductions will be evaluated as described in Section 3.5.2.1.
22	Please provide copies of all presentations shown at the pre-bid conference	Please see Amendment 3, Item Number 5b.
23	Please provide pictures of all locations visited during the pre-bid site walk including equipment nameplates if possible.	Please see Amendment 3, Items Number 3 and 6.
23a	Electric Rooms/Utility Transformer	Please see response to Question 23 above.
23b	Boiler/water heater rooms	Please see response to Question 23 above.
23c	Chillers	Please see response to Question 23 above.
23d	Emergency Generators	Please see response to Question 23 above.

23e	Proposed Powerhouse location	Please see response to Question 23 above.
24	Clarification of design consideration for future off-takers (See RFP for details)	The RFP does not obligate the Microgrid Partner to add future off-takers. If the Microgrid Partner were to serve other off-takers, either initially or in the future, then they would be added by modification to the PPA and the Microgrid Partner's requirements would include the design, build, finance, own, and operate the additional off-taker.
25	Who is serving as owner's rep for this project?	DGS, with support from the Cube Root - CBRE Partners (C2JV) joint venture team, including its subcontractor Urban Ingenuity.
26	What firm has done the preliminary design and calculations	DGS, with support from the C2JV team, including its subcontractor Urban Ingenuity, with cooperation from HSEMA and its contractor Setty and from DMPED and its contractor Jacobs.
27	Where was load data derived and how will it be verified	Load data from the UCC is from historical utility usage. Load data from the Shelter and Hospital are from the required energy modeling that each site conducted to meet pre-construction regulatory requirements. Now that the Shelter has begun operations, recent utility usage is being compiled to be issued as an Amendment to Attachment A2.
28	Please provide updated representative schedule	See Amendment 3, Item No. 1.
29	Is an extension of the due date possible?	Yes, see Amendment 3, Item No. 4.

- 30 Can the photos of mechanical systems of UCC and men's sh Yes. The Department has prepared a collection of photos, diagrams, and plans of the Men's Shelter, the Unified Communication Center, and the Cedar Hill Regional Hospital. Due to the sensitive nature of this information, the Department requires that potential offerors complete a Confidentiality Agreement (Attachment A14) (provided as Exhibit 3 to Amendment 3). Submit completed Confidentiality Agreement to the attention of James Marshall to <https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2> The RFP Information will be sent to the email address included in the Confidentiality Agreement within 2 business days.☐
- 31 Can the deadline date to submit questions be extended by ;Yes, see Amendment 3, Item No. 7.
- 32 Who will own the microgrid? The Microgrid and its assets will be owned and operated by the Microgrid Partner selected to design, build, finance, operate, maintain and potentially transfer the system to the District at the end of the Term of the PPA. The District government will be the single Pepco customer, and the sole Pepco meter at the Microgrid Powerhouse will be a DGS account. The new Hospital, as a commercial tenant of DGS, will be sub-metered for any electricity it receives from the Microgrid and will reimburse the District for those energy costs.
- 33 During the Pre-proposal Conference a question regarding c The Department anticipates that offerors will assemble and propose teams that will most effectively deliver the required services. As long as the requirements of the RFP and resulting PPA including the SBE Subcontracting and First Source Employment requirements are met, the composition of those teams is the team's decision.

34	Does Environmental Liability include (air permitting, noise pollution, etc...)? (section 1.9.1)	No. As described in Section 3.1.3 of the Draft PPA (Attachment A4), the Microgrid Partner, with the Host Customer's cooperation, is responsible for the permitting process. The District's environmental liability is limited to pre-existing conditions, as specified in Section 1.9.1.
35	RFP mentions Hazmat abatement...is this expected or known?	Fly ash and other contaminants have been discovered in certain areas of the St. Elizabeths campus.
36	Verify requirements for 51% of Offerors team hired after contract start must be DC Residents? (section 4.4.1)	The Contractor shall comply with Section 4.4.1.
37	Does financier count toward local DC residential, SBE requirements?	No, the SBE subcontracting requirements applies to contractors and subcontractors, not lenders.
38	Please provide the as-built drawings for the UCC and Men's Shelter and latest design drawings for Cedar Hill Medical Center	Due to security concerns we are unable to provide as-built drawings for the UCC, Men's Shelter or the Cedar Hill Regional Medical Center. Potential offerors are encouraged to complete the Confidentiality Agreement provided in Amendment 3 and submit the completed form to James Marshall through the DGS portal at https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2 and receive the package of RFP Photos, Drawings and Related Information.
38a	Site Plan including underground utilities	Please see Amendment 5, item No. 1, Revised Attachmentv A7 Site Information
38b	Electrical Single Line Diagram (Normal & Emergency Power)	Please see Amendment 4, Item No. 1.
38c	Mechanical P&ID	This information is not available.
38c i	i. Heating Hot Water	This information is not available.
38c ii	ii Domestic Hot Water	This information is not available.
38c iii	iii Chilled Water	This information is not available.
39	Please provide Pepco feeder design for Cedar Hill Medical Center	This information is not available.

40	For each building what is the design supply and return temperature for:	Please see Draft PPA (Attachment A4), Performance Criteria (Exhibit H) #5 .
40a	Heating Hot Water	Please see Draft PPA (Attachment A4), Performance Criteria (Exhibit H) #5 .
40b	Domestic Hot Water	Please see Draft PPA (Attachment A4), Performance Criteria (Exhibit H) #5 .
40c	Chilled Water	Please see Draft PPA (Attachment A4), Performance Criteria (Exhibit H) #5 .
41	Existing Diesel Generators –	Please see Draft PPA (Attachment A4), Performance Criteria (Exhibit H) #5 .
41a	UCC - RFP mentions two new 1250kW Diesel Gensets to be installed at UCC and integrated into the microgrid. What is the pitch of these generators?	Two-thirds pitch stator winding and fully linked amortisseur winding.
41b	Men’s Shelter - Please provide capacity of the existing diesel generator at the men’s shelter. Is this generator supposed to be integrated (parallel operation) to the microgrid or just power existing critical loads segregated by ATS?	The only generators specified in the RFP for parallel operation are the new generators being installed at the UCC (as described in Section 1.9.2). The existing 1500 kW generator at the Shelter will remain available to serve loads at the Shelter via the existing ATS.
41c	Cedar Hill Regional Medical Center – Are there any diesel emergency generators planned for the hospital? If so please provide details (kW rating and pitch) and whether they are supposed to be integrated (parallel operation) to the microgrid or just power existing critical loads segregated by ATS?	The only generators specified in the RFP for parallel operation are the new generators being installed at the UCC (as described in Section 1.9.2). Any generators installed as part of the Hospital project will only be available to serve the Hospital when neither the Microgrid nor Pepco power are available, for critical loads segregated by ATS.
42	Please provide copies of any existing or applied air permits for the UCC, Men’s Shelter and Cedar Hill Regional Medical Center	This information is not available at this time. Note that the Microgrid Partner will be responsible for compliance with air emissions regulations.
43	Attachment A4 Draft PPA	
43a	Please provide Exhibit A Listing of Premises	Please see Amendment 5, item No. 1, Revised Attachmentv A7 Site Information.

43b	<p>Exhibit C – Electricity states “...Any electricity supplied to the Microgrid by Pepco will be fully paid for by Microgrid Partner under any third-party supply contracts entered into by Microgrid Partner and under the applicable tariffs, including standby service charges if any.” Does electricity supplied to the microgrid refer to auxiliary power required by the microgrid plant separate from Off-Taker load or does the PPA envision that Microgrid Partner purchase power from Pepco and then resell it to the Off-Taker to meet Off-Taker load?</p>	<p>The Microgrid Partner has full discretion to determine how to source the power that will be provided to meet Off-Taker loads, including any electricity supplied to the Microgrid by Pepco, as long as the supply meets the Performance Criteria specified in Exhibit H of the Draft PPA (Attachment A4).</p>
44	<p>Exhibit C to the Draft PPA titled “Microgrid Energy Price” provides under Alternative A, Definition of Electricity Cost, that the Microgrid Partner shall charge a price for electricity which is based on the Benchmark Price for the prior fiscal year less a minimum 10% discount. The Benchmark Price is defined to mean the Department’s average District-wide price for electricity during the prior fiscal year. For fiscal years following the commissioning of the Microgrid, will the energy purchased from Microgrid Partner be included in the calculation of the Department’s average District- wide price for electricity in determining the Benchmark Price?</p>	<p>No.</p>
45	<p>Exhibit C to the Draft PPA does not define how the Department’s Benchmark Price for natural gas will be calculated or how often it is to be calculated. Please confirm it will be calculated in the same manner as the Benchmark Price for electricity and at the same intervals.</p>	<p>The Benchmark Price for electricity and for natural gas will both be calculated in the same manner and at the same interval: the Department of General Service’s average District-wide price during the prior fiscal year, including all costs, such as supply, delivery, and transmission, minus a 10% discount.</p>

46	The Draft PPA (attachment A4) refers to Exhibit E (Host Disclosed Hazardous Materials), but Exhibit E is not included. Please provide.	As noted in Section 1.9.1 of the RFP, The District retains those environmental risks associated with the site that are not specifically caused by the Microgrid, including liability for any pre-existing environmental conditions at the site as well as any environmental issues that the District causes during the operational term.
47	We are currently a subconsultant to HOK providing design services on New Health Hospital at St. Elizabeth's East. Can you confirm that there is not a conflict of interest for us to propose on the REDEVELOPMENT ST. ELIZABETHS EAST CAMPUS- MICROGRID PROJECT?	Confirmed. Based on information provided, no conflict of interest exist.
48	Would this project qualify for PEPCO's Non Wire Alternatives in Ward 8?	Please contact dcdsp/nwaprocess@exeloncorp.com if you would like to be added to the invitation list for future events.
49	Will the full set of construction drawings for the Cedar Hill Regional Medical Center be provided?	Due to security concerns we are unable to provide as-built drawings for the UCC, Men's Shelter or the Cedar Hill Regional Medical Center. Potential offerors are encouraged to complete the Confidentiality Agreement provided in Amendment 3 and submit the completed form to James Marshall through the DGS portal at https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2 and receive the package of RFP Photos, Drawings and Related Information.
50	Based on the letter from Washington Gas, the maximum gas pressure available from Washington Gas is insufficient. Please confirm if the Microgrid Partner should carry a cost for gas boosters, or if the utility will be able to increase their delivery pressure.	The Microgrid Partner has full discretion to determine whether an additional gas compressor may be desired. The Department has no information indicating the possibility of an increase in delivery pressure from Washington Gas.
51	Will the new power house building need to go through architectural review by the historic review board in Washington DC?	Yes.

52	Please clarify in section 1.9.2 if the two 1250 kW diesel engines will be installed by others, or if they are to be provided and installed by the Microgrid Partner. If they are installed by others, confirm intent for these units to be paralleled on common switchgear at UCC by others separate from the microgrid project, and not to be included for normal energy modeling, but instead for critical back-up power only. Please also provide information on schedule and a single line diagram for these diesel generators.	In 2023, two new diesel engines at the UCC are planned to be installed by others, including their operation via ATS and PLC onto the two mains at the UCC, with a portion of the capital costs covered by the same FEMA BRIC grant. Their operation has been designed for critical back-up power. At the Microgrid Partner's discretion, they could be made available for critical back-up power at other Microgrid off-takers via the Microgrid's distribution system, in order to help meet obligations under Exhibit H of the Draft PPA.
53	To achieve 800kW of solar, there is a significant area required beyond the footprint of the powerhouse building. Is St. Elizabeth's able to provide additional land for the solar panels to be installed?	Roughly 400kW of new Community Solar is currently planned for installation on the top level of the Hospital parking garage, which could be made available to the Microgrid when operating in island mode. Another 400kW is installed and operating the existing St Elizabeths Behavioral Health hospital, which as noted in Section 1.6 is a potential future off-taker. The Microgrid Partner has full discretion to work with other Off-Takers, adjoining sites, and future development to ultimately include 800kW of solar (or more) within the Microgrid.
54	Should the Microgrid Partner assume oxy-cat system only for emissions? Or should we carry a price for an ammonia SCR system?	The Microgrid Partner will be responsible for compliance with air emissions regulations.
55	The RFP indicates the battery energy storage system is required. Please clarify what the intended use is of this battery system, and if it is a requirement of the grant funding, or any other reason it is required.	The BESS is a requirement of the grant funding. Any particular uses, including applications that generate additional revenues, will be at the Microgrid Partner's discretion, along with meeting the performance criteria specified in Exhibit L of the Draft PPA (Attachment A4).
56	Can the District provide the Risk Management Process Appendix A and B referenced on the cisa.gov website as referenced in Attachment A7?	No. These materials are For Official Use Only (FOUO), and should not be required to meet the security requirements outlined in Attachment A7.

57	Can the District confirm that the electric loads provided in Attachment A2 (PDF and spreadsheet) are only for the UCC, Men’s Shelter, and Hospital? Electric load estimates for the powerhouse (chillers, HW pumps, cooling towers) are not included in any load data in Attachment A2.	No projected house loads at the Powerhouse have been included in the load data provided in Attachment A2.
58	Are the two PEPCO transformers for the UCC owned by PEPCO or owned by the UCC?	They are currently owned by Pepco. Pepco has been made aware of the possibility of needing to work out arrangements for their use by the Microgrid, but further discussions will be necessary.
59	Can a full set of drawings be provided for the UCC building and the Men’s Shelter?	Due to security concerns we are unable to provide as-built drawings for the UCC, Men's Shelter or the Cedar Hill Regional Medical Center. Potential offerors are encouraged to complete the Confidentiality Agreement provided in Amendment 3 and submit the completed form to James Marshall through the DGS portal at https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2 and receive the package of RFP Photos, Drawings and Related Information.
60	While DGS has already extended the proposal due date, will DGS consider extending the proposal due date by an additional two or three weeks to ensure offerors have sufficient time to develop a thorough response that provides sufficient information for evaluation?	Yes. See Amendment 5, item no. 5.

61	The RFP coversheet indicated that all communication regarding the RFP should be submitted to the DGS portal. However, Section 5.2 (Submission Identification) states offerors shall submit its Technical Proposal and Price Proposal in separate electronic files to james.marshall@dc.gov. Please confirm proposals are to be submitted via email and not to the DGS portal.	Yes. See Amendment 5, item no. 4.
62	Is a digital download (link) to a PDF an acceptable submission format for DGS as opposed to an attached file?	Yes. See Amendment 5, item no. 4.
63	Please confirm what the baseline and proposed cases represent in Table 2 of Attachment A2	These tables were prepared during the Shelter design process, as part of the Shelter’s compliance with District energy efficiency regulations. Baseline represents a typical design approach. “Proposed” represents the specific design of the Shelter.
64	4.3 Subcontracting Plan- Will any ongoing maintenance and/or service contracts for this operation of this project meet the requirements of the subcontracting plan?	Yes.
65	Section 4.3 Subcontracting Plan- Given the scope of this project, the requirement 50% SBE/CBE participation may be unattainable. The lion’s share of the dollar volume will be comprised of equipment costs, much of which cannot be procured through SBE/CBEs. Can the participation requirement be reduced to 35% recognizing that much of the SBE/CBE participation will be labor related?	The required SBE subcontracting percentage has been reduced to 35%. Please see Amendment 5, item no. 2.

66	<p>We are finding it very difficult to meet the 51% CBE requirement for the microgrid development and we potentially will not bid due to this requirement. Given the nature and complexity of the project, finding qualified CBE partners with Microgrid knowledge inside the District is not feasible. As an example, another microgrid project that we are executing in North East DC is using vendors from Maryland and Virginia. We did not receive a single proposal for a vendor inside the District. Can DGS:</p>	<p>The required SBE subcontracting percentage has been reduced to 35%. Please see Amendment 5, item no. 3.</p>
66a	<p>Confirm if the CBE requirement applies to only the grant proceeds or the total project value?</p>	<p>The SBE Subcontracting requirements applies to the total contract amount..</p>
66b	<p>Provide a sample list of qualified firms with the specialized microgrid knowledge required to execute this project?</p>	<p>The Department is not in a position to identify specialized expertise required for microgrids. Potential Offerors are encouraged to visit the Department of Small Local Business Development at https://dslbd.dc.gov/service/find-certified-companies to identify potential subcontractors.</p>

67	Clarify what the FEMA \$6.6M to \$15M grant to be used for? (section 1.3 & 1.8.2)	<p>The grant scope includes design and construction in two phases. Specifically, eligible expenses per phase are:</p> <p>Phase 1</p> <ul style="list-style-type: none"> • Engineering/Design • Permitting <p>Phase 2</p> <ul style="list-style-type: none"> • CHP Engines • Powerhouse • MCC PLC System • 800 kWh-hr Battery System • Express Feeders • Express Feeder Switchgear and Transformers • Express Feeder Interconnection • Distribution Feeders • Distribution Feeders Switchgear & Transformers • Microgrid Controller • Construction cost related to microgrid
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68	Can you elaborate further on timing of the FEMA grant and relation to completion of this project?	<p>As described in Section 1.8.2.2., a Letter Contract for \$950,000 will be issued to the Microgrid Partner immediately upon selection, with funding from the design phase of the FEMA grant. Upon completion of sufficient design work to update the Benefit Cost Analysis (BCA), the updated BCA, design documents, an updated construction cost estimate, documentation of environmental and historical reviews will be submitted to FEMA for review. Once approved, construction on the Microgrid may begin. Although FEMA does not guarantee any particular response time, the agency typically approves a submitted BCA within approximately 60-90 days. Once construction begins, regular requests for reimbursement can be submitted to FEMA throughout the remainder of the project. It is through these reimbursements that the remaining grant funds will be made available to the Microgrid Partner. As stated in Attachment A8, the standard total period of performance for the grant is 36 months from the date of award, which includes both design and construction. If the project requires more time to be completed, there is an option to request up to two, 1-year extensions.</p>
69	Would roof or additional land on site be considered for solar as part of the microgrid?	Yes.

70	Clarify role of encouraging and coordinating PV for other stakeholders (section 1.9.2.1)	The Microgrid Partner will not have a lease or ownership of any property or structure suitable for solar deployment, with the possible exception of the roof of the Powerhouse. However, other locations throughout the St. Elizabeths campus may be suitable for solar deployment, including future construction as part of new developments. Sourcing power from such solar deployments would be at the Microgrid Partner's discretion, if for example the Microgrid Partner determined that power produced from solar installations would have lower cost or emissions than other sources of the electricity that the Microgrid delivers to its off-takers, or if connecting solar output behind the Microgrid's point of common coupling with Pepco would lead to lower interconnection costs.
71	For the submission due on 8/9 (9/23), can you specify which attachments are required then? Specifically, will we need to have subs identified and committed to comply?	See Section 4.5.2.1 of the RFP and Amendment 7, Item No. 3.
72	Powerhouse will displace ~50 parking spots in UCC lot. Please confirm that parking can be accommodated elsewhere on St Elizabeth's East campus and Microgrid Partner does not have to provide.	Confirmed.
73	Can the bidder get permission for another round of site visit to confirm additional details?	No.
74	Is there a master plan for the greater St. Elizabeth's campus that will be shared, in addition to what was in the pre-bid conference slides?	Please visit the following web site: http://stelizabethseast.com/our-opportunity/master-plan/
75	Can you please provide the previous responses to requests for additional information in excel format? The responses were provided as a .pdf which cut off portions of the responses in certain cells.	See Amendment 7, Item No. 6.

76	There are several attachments that are to be provided by Amendment, but that have yet been provided, specifically Attachment M – the Letter Agreement. Will the District provide these documents to the bidders for review?	See Amendment 7, Item No. 1.
77	How is the \$15M grant dispersed? Stages, etc?	The grant funds are administered as reimbursements for eligible expenses, per the grant’s scope of work. Regular requests for reimbursement will be submitted to FEMA; it is through these reimbursement that the grant funds will be made available to the Microgrid Partner.
78	Per section 1.8.2.2 of the RFP, \$950,000 of grant funding is available to the Microgrid Partner for design development, sufficient to update the Benefit Cost Analysis and to provide FEMA with design documents needed to proceed to the construction phase. What level of drawings does HSEMA require to update the Benefit Cost Analysis? Analysis?	The design drawings would ideally be 100%, but the maturity of the design drawings should at least be sufficient to support reliable cost inputs to the BCA.
79	Is the \$950,000 intended to cover Design Development level drawings only?	The funding that will be available under the Letter Contract will be part of the design phase of the FEMA grant and can be used for a variety of design and development tasks, but cannot be used for construction. However, the Microgrid Partner has full discretion to use its own funds for whatever purpose they desire.
80	Per section 5.4.1.2a of the RFP, each offeror’s proposal is limited to no more than 4 projects. Is that 4 projects per subcontractor or 4 representative projects from the entire team?	The 4 projects should be representative of the Microgrid Partner's team.
81	In relation to refeeding of UCC & Men’s Shelter, please confirm existing Pepco service type to be replaced/reconfigured (i.e., primary HT or secondary GS service).	The Microgrid Partner has full discretion to determine how and whether electrical service for the UCC and the Shelter would change. For one potential design approach, see the 1-line drawing and accompanying memo that has been included in the re-issued Attachment A7.

82	Please provide any available 15-minute interval data for the Men's Shelter.	No interval data is available at this time.
83	Please provide UCC heating consumption data for October 2020. Only 11 months of data were provided.	Additional UCC heating consumption data is now available, as follows. Oct 2021 = 183 MMBtu. Nov = 214. Dec = 519. Jan 2022 =826. Feb = 862. Mar = 700. Apr = 629. May = 561. June = 385. July = 385.
84	Explain the impact COVID-19 has on occupancy patterns for the UCC.	The pandemic has brought a slight increase in occupancy patterns for the District's Unified Communications Center (UCC).
85	Exhibit C Draft PPA - Please clarify if under Alternative A the microgrid partner would be responsible for the gas cost to operate the cogen equipment?	Yes, under Alternative A, the Microgrid Partner would be responsible for any natural gas costs needed to operate the Microgrid equipment.
86	Exhibit C Draft PPA - Does microgrid partner need to select either Alternative A or B for all electricity generated or could the partner select a different Alternative for cogenerated electricity vs electricity provided by Solar/BESS?	Yes, the Microgrid Partner could select a different Alternative for cogenerated electricity vs electricity provided by Solar/BESS.
87	Are we allowed to submit more resumes than just the 5 key personnel?	Offerors shall provide a response to this and every factor shall in a matter that best demonstrates the Offeror's ability to meet the requirements of the factor clearly, concisely and comprehensively.
88	If the reviewing committee does decide to have offerors give oral presentations, can the number of people allowed be expanded from 4?	In the event oral presentations are conducted, consideration will be given to increasing the number of presenters for each offeror providing an oral presentation.
89	With respect to the Contractor's Payment and Performance Bond referenced in Section 9.3 of the RFP, will that bond be permitted to be released upon completion of construction of the Microgrid?	Yes.
90	Section 5.4.1.3c Key Personnel and Team Capabilities- The remaining text for this question is missing. Please provide the complete question.	See Amendment 7, Item No. 2.

91	Section 5.4.1.2a #4 Past Performance and Relevant Experience – Please clarify what information is being requested for “delivery method implemented on project”.	Identification of the delivery method utilized in each of the projects submitted such as design-build, design-bid-build, design, own-operate, etc.
92	Attachment A4 Definition of Electricity Cost, Alternative B – We understand this paragraph to state that a 10% reduction in cost is already included in the 7.1 cents per kWh value given. Please confirm this correct.	Confirmed.
93	Regarding adjustments of the Benchmark 2020 energy prices for the sale of the various services, the Consumer Price Index (CPI) is noted as the mechanism by which the price will be adjusted. However, the specific CPI is not referenced. We assume that the CPI to use is the “Energy in Washington-Arlington-Alexandria, DC-VA-MD-WV, all urban consumers, not seasonally adjusted” value found at the following URL: https://data.bls.gov/timeseries/CUURS35ASA0E?amp%253bdata_tool=XGtable&output_view=data&include_graphs=true . If this is not correct, please specify the CPI that should be used for the project.	Yes, the correct the Consumer Price Index (CPI) to be used for price adjustments is the “Energy in Washington-Arlington-Alexandria, DC-VA-MD-WV, all urban consumers, not seasonally adjusted.”
94	Attachment A-4 Draft PPA Exhibit F – Estimated Loads - The estimated load for hot water listed in the draft PPA is 58,162MMBtu across the three off-takers, however, the loads provided in Attachment A-2 for the three off-takers do not total this amount. Please provide a breakdown of the estimated loads that equal the value provided in Attachment A-4 Draft PPA.	The loads specified in Exhibit F will provide the basis for the Take or Pay commitment (Section 11.3). They are the result of a modeling effort undertaken by an engineering team in support of the District government. Additional information about the off-taker loads may become available in the future, as both the Shelter and the Hospital transition from modeled to actual consumption.

95	Our surety does not agree with Attachment R being that the microgrid owner will design, build, own, operate, maintain, and finance the project, and thus payment & performance bonds shouldn't be applicable. Please confirm if this attachment can be omitted.	Payment and Performance bonds are required due to the fact that the District owns the property the microgrid is to be built and to ensure the project is completed and all subcontractors are paid.
96	What are the time constraints for the grant? When does the grant expire	The FEMA grant has a term of three years. If the design and construction has not been completed within the 3-year term limit, HSEMA can request an extension; extension of the term is FEMA's decision.