

1
2
3 Chairman Phil Mendelson
4 at the request of the Mayor

5
6 A PROPOSED RESOLUTION

7
8
9
10 IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

11
12
13
14
15 To approve, on an emergency basis, multiyear Contract No. DCAM-24-NC-CA-0005 with
16 WGL Energy Services, Inc., to provide firm and interruptible natural gas supply for
17 the District’s real estate portfolio.

18
19 RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That
20 this resolution may be cited as the “Multiyear Contract No. DCAM-24-NC-CA-0005 with
21 WGL Energy Services, Inc., Emergency Approval Resolution of 2024”.

22 Sec. 2. Pursuant to section 451(c) of the District of Columbia Home Rule Act,
23 approved December 24, 1973 (87 Stat. 803; D.C. Official Code § 1-204.51(c)) and
24 notwithstanding the requirements of section 202(a) of the Procurement Practices Reform
25 Act of 2010, effective April 8, 2011 (D.C. Law 18-371; D.C. Official Code § 2-352.02(a)),
26 the Council approves Contract No. DCAM-24-NC-CA-0005, a multiyear agreement with
27 WGL Energy Services, Inc. to provide firm and interruptible natural gas for the District of
28 Columbia’s real estate portfolio in the not-to-exceed amount of \$18,275,000.

29 Sec. 4. Transmittal.

30 The Council shall transmit a copy of this resolution, upon its adoption, to the
31 Mayor.

32 Sec. 3. Fiscal impact statement.

33 The Council adopts the fiscal impact statement provided by the Chief Financial
34 Officer as the fiscal impact statement required by section 4a of the General Legislative
35 Procedures Act of 1975, approved October 16, 2006 (120 Stat. 2038; D.C. Official Code §
36 1-3013.47a).

37 Sec. 5. Effective date.

38 This resolution shall take effect immediately.

Pursuant to section 202(c) of the Procurement Practices Reform Act of 2010, as amended, D.C. Official Code § 2-352.02(c), the following contract summary is provided:

COUNCIL CONTRACT SUMMARY
(Standard and multiyear)

Confirmation Firm and Interruptible Gas Agreement for Natural Gas Supply

- (A) **Contract Number:** DCAM-24-NC-CA-0005
- Proposed Contractor:** WGL Energy Services, Inc.
- Contract Amount:** Not-to-Exceed (“NTE”) \$18,275,000
- Unit and Method of Compensation:** Unit rate per dekatherm (Dth) of natural gas
- Term of Contract:** June 1, 2024, through June 30, 2027
- Type of Contract:** Unit Rates Contract
- Source Selection Method:** Cooperative Agreement under the University of Maryland Natural Gas Supply (Large Accounts) Contract
- (B) **For a contract containing option periods, the contract amount for the base period and for each option period. If the contract amount for one or more of the option periods differs from the amount for the base period, provide an explanation of the reason for the difference:**
- Base Period: Not-to-Exceed \$18,275,0000
- (C) **The goods or services to be provided, the methods of delivering goods or services, and any significant program changes reflected in the proposed contract:**

The Department purchases energy for most of the District of Columbia’s real estate portfolio, which is approximately 25 million square feet of space. This portfolio consumes approximately 815,014 dekatherms (Dth) of natural gas per year. Currently, the District is required to use Washington Gas as its local distribution company (“LDC”) for its natural gas supply. The proposed Contract requires WGL Energy Services, Inc., to deliver gas to the City Gate for distribution by Washington Gas as well as to maintain the nominations and balancing for the LDC.

Specific Services Required:

The proposed Contract is a full requirements contract, and WGL would be required to provide the necessary natural gas supply for the District's real estate portfolio for a 37-month period. 100% of the delivered volumes purchased shall be at an Index Price with a total NTE contract value of \$18,275,000. At any time during the effectiveness of the contract, the parties may agree to select a lock-in fixed price for the delivery of all or a portion of the remaining full requirements volumes that are subject to this index price, by executing an amendment(s) to the contract.

(D) The selection process, including the number of offerors, the evaluation criteria, and the evaluation results, including price, technical or quality, and past performance components:

Subject to the terms and conditions of the University of Maryland Contract Number No. 102855, pursuant to Request for Proposal (RFP) No. 115054, and in accordance with the Authority for Cooperative Agreements Source Selection found under D.C. Code Section 2-354.01, the DGS Chief Contracting Officer authorized the purchase of natural gas supply services through Cooperative Purchasing pursuant to D.C. Code Section 2-354.11.

(E) A description of any bid protest related to the award of the contract, including whether the protest was resolved through litigation, withdrawal of the protest by the protestor, or voluntary corrective action by the District. Include the identity of the protestor, the grounds alleged in the protest, and any deficiencies identified by the District as a result of the protest:

The Contract award was not protested.

(F) The background and qualifications of the proposed contractor, including its organization, financial stability, personnel, and performance on past or current government or private sector contracts with requirements similar to those of the proposed contract:

WGL Energy Services, Inc., supplies electricity, natural gas, renewable energy, carbon reduction, distributed generation, and energy efficiency solutions. It serves residential, government, commercial, and industrial customers in the United States. WGL Energy Services, Inc., was formerly known as Washington Gas Energy Services, Inc. The company was founded in 1996 and is based in Vienna, Virginia. WGL Energy Services, Inc., operates as a subsidiary of Washington Gas Resources Corp. The Contractor has been determined responsible in accordance with 27 DCMR 4706.1.

(G) A summary of the subcontracting plan required under section 2346 of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended, D.C. Official Code § 2-218.01 et seq. ("Act"), including a certification that the subcontracting plan meets the minimum requirements of the Act

and the dollar volume of the portion of the contract to be subcontracted, expressed both in total dollars and as a percentage of the total contract amount:

As the vendor is a utility provider and there are no opportunities for subcontracting by CBEs, DGS submitted a CBE waiver to the DSLBD portal on March 15, 2024. The waiver request was approved by the Acting Director of DSLBD (DGS-WR-5243) on March 29, 2024.

(H) Performance standards and the expected outcome of the proposed contract:

The Contract is a “full requirements” contract and requires WGL Energy Services, Inc., to provide natural gas for the Department’s purchase beginning June 1, 2024, through June 30, 2027, at the established unit rate.

(I) The amount and date of any expenditure of funds by the District pursuant to the contract prior to its submission to the Council for approval:

N/A

(J) A certification that the proposed contract is within the appropriated budget authority for the agency for the fiscal year and is consistent with the financial plan and budget adopted in accordance with D.C. Official Code §§ 47-392.01 and 47-392.02:

The proposed contract is within the appropriated budget authority for the agency for the fiscal year and is consistent with the financial plan and budget adopted in accordance with D.C. Official Code §§ 47-392.01 and 47-392.02. The relevant Fiscal Sufficiency certification accompanies this Council Package.

(K) A certification that the contract is legally sufficient, including whether the proposed contractor has any pending legal claims against the District:

The proposed contract has been deemed legally sufficient by the Department’s Office of the General Counsel, and the Contractor appears to have no pending legal claims against the District.

(L) A certification that the Citywide Clean Hands database indicates that the proposed contractor is current with its District taxes. If the Citywide Clean Hands Database indicates that the proposed contractor is not current with its District taxes, either: (1) a certification that the contractor has worked out and is current with a payment schedule approved by the District; or (2) a certification that the contractor will be current with its District taxes after the District recovers any outstanding debt as provided under D.C. Official Code § 2-353.01(b):

The Citywide Clean Hands database indicates that the Contractor is current with its District taxes. The Clean Hands certification for the Contractor accompanies this Council Package.

- (M) A certification from the proposed contractor that it is current with its federal taxes, or has worked out and is current with a payment schedule approved by the federal government:**

The Contractor has certified that it is current with its federal taxes.

- (N) The status of the proposed contractor as a certified local, small, or disadvantaged business enterprise as defined in the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended, D.C. Official Code § 2-218.01 *et seq.*:**

WGL Energy Services, Inc., is not a certified Local, Small, or Disadvantaged Business Enterprise certified by the District's Department of Small and Local Business Development ("DSLBD").

- (O) Other aspects of the proposed contract that the Chief Procurement Officer considers significant:**

N/A

- (P) A statement indicating whether the proposed contractor is currently debarred from providing services or goods to the District or federal government, the dates of the debarment, and the reasons for debarment:**

The Contractor is not debarred from providing services to the Government of the District of Columbia or the Federal Government according to the Office of Contracts and Procurement's Excluded Parties List and the Federal Government's Excluded Parties List.

- (Q) Any determination and findings issues relating to the contract's formation, including any determination and findings made under D.C. Official Code § 2-352.05 (privatization contracts):**

The Chief Contracting Officer determined that the Contractor is responsible, and that the Contractor's proposed pricing is fair and reasonable based on the competitive procurement process administered by the University of Maryland Department of Procurement and Business Services; the District is entering into a Cooperative Agreement.

- (R) Where the contract, and any amendments or modifications, if executed, will be made available online:**

The contract, if approved, will be posted on the DGS website.

- (S) Where the original solicitation, and any amendments or modifications, will be made available online:**

Subject to the terms and conditions of the University of Maryland Contract Number No.

102855, pursuant to Request for Proposal (RFP) No. 115054 and in accordance with the Authority for Cooperative Agreements Source Selection found under D.C. Code Section 2-354.01, the DGS Chief Contracting Officer authorized the purchase of natural gas supply services through Cooperative Purchasing pursuant to D.C. Code Section 2-354.11. DGS awarded Confirmation Firm and Interruptible Gas Agreement(s) with WGL Energy Services, Inc. and all subsequent modifications will be posted on the DGS Contract Award website.

- (T) **A notation identifying: (i) whether the Contractor is a covered contractor, as that term is defined in D.C. Official Code § 1-1161.01; and (ii) to which prohibited recipients, as that term is defined in D.C. Official Code § 1-1161.01(45D), the Contractor is prohibited from making campaign contributions and during what prohibited period, as that term is defined in § 1-1161.01(45C).**

In accordance with D.C. Law 22-250 the Contractor has provided the required campaign finance reform contractor self-certification.



Date of Notice: March 26, 2024

Notice Number: L0011577765

WGL ENERGY SERVICES, INC.
1000 MAINE AVE SW
WASHINGTON DC 20024

FEIN: **-***2887
Case ID: 1922052



CERTIFICATE OF CLEAN HANDS

As reported in the Clean Hands system, the above referenced individual/entity has no outstanding liability with the District of Columbia Office of Tax and Revenue or the Department of Employment Services. As of the date above, the individual/entity has complied with DC Code § 47-2862, therefore this Certificate of Clean Hands is issued.

TITLE 47. TAXATION, LICENSING, PERMITS, ASSESSMENTS, AND FEES
CHAPTER 28 GENERAL LICENSE
SUBCHAPTER II. CLEAN HANDS BEFORE RECEIVING A LICENSE OR PERMIT
D.C. CODE § 47-2862 (2006)
§ 47-2862 PROHIBITION AGAINST ISSUANCE OF LICENSE OR PERMIT

Authorized By Melinda Jenkins
Branch Chief, Collection and Enforcement Administration

To validate this certificate, please visit MyTax.DC.gov. On the MyTax DC homepage, click the “Validate a Certificate of Clean Hands” hyperlink under the Clean Hands section.

Memorandum

To: Delano Hunter
 Director

From: Antoinette Hudson Beckham *Henry Wong for AHB*
 Agency Fiscal Officer

Reference: WGL Energy Services, Inc.
 Firm and Interruptible Natural Gas Confirmation Agreement
 Contract Number: DCAM-24-NC-CA-0005

Date: March 4, 2024

Subject: Fiscal Sufficiency Review

The proposed multi-year contract with WGL Energy Services, Inc. (“WGL”) to provide natural gas with a Not-to-Exceed (“NTE”) value of \$18,275,000 covers the delivery period from June 1, 2024, through June 30, 2027. As shown in the table below, the cost of natural gas is estimated to be \$575,000 from June 1, 2024 through September 30, 2024 in FY 2024. In each of FYs 2025 through FY 2026, the cost of natural gas is estimated to be \$6,000,000. In FY 2027, the cost of natural gas is estimated to be \$5,700,000.

<u>Fiscal Year</u>	<u>Delivery Period</u>	<u>Total NTE Amount</u>
Remainder of FY24	June 1, 2024 – September 30, 2024	\$575,000
FY25	October 1, 2024 – September 30, 2025	\$6,000,000
FY26	October 1, 2025 – September 30, 2026	\$6,000,000
FY27	October 1, 2026 – June 30, 2027	\$5,700,000
NTE Total Value		\$18,275,000

In my capacity as the Agency Fiscal Officer of DGS, I certify that there will be sufficient funds to pay for the estimated cost of \$575,000 in DGS’s FY 2024 budget. The DIFS attributes for natural gas are: (a) fund 1010001; (b) account 7121005; (c) program 500047; and cost center 50101.

For FY 2025, the Mayor’s Proposed Budget for FY 2025 is currently being formulated and it requires Council and Congress’s review and approval. The Mayor’s Proposed Budgets for FYs 2026 and FY 2027 will be formulated to include the estimated costs of natural gas; they will also require the Council and Congress’s review and approval.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Attorney General



BRIAN L. SCHWALB
ATTORNEY GENERAL

Legal Counsel Division

TO: Tomás Talamante
Director
Office of Policy and Legislative Affairs

FROM: Megan D. Browder
Deputy Attorney General
Legal Counsel Division

DATE: March 26, 2024

RE: Legal Sufficiency Certification – “Firm and Interruptible Gas Multiyear Agreement for Natural Gas Supply (Contract No. DCAM-24-NC-CA-0005) Emergency Approval Resolution of 2024” and Accompanying Declaration Resolution

This is to Certify that this Office has reviewed the above-referenced draft resolutions and found them to be legally sufficient. If you have any questions in this regard, please do not hesitate to call me at (202) 724-5524.

A handwritten signature in black ink that reads "Megan D. Browder".

Megan D. Browder

TASK ORDER No. 01
University of Maryland Contract No. 102855
(DGS Contract No. [DCAM-24-NC-CA-0005](#))
Natural Gas Supply

Date: March 22, 2024

THIS TASK ORDER NO. 01 is issued by the Government of the District of Columbia, acting by and through its **DEPARTMENT OF GENERAL SERVICES** (the “Department”, “DGS” or “Buyer”) to the Contractor listed below. Assuming this Task Order No. 01 is signed by the Contractor without modification of any kind, it shall constitute a binding legal contract between the Department and the Contractor. The terms of this Task Order No. 01 are as follows:

1. Contractor.

This Task Order No. 01 is being issued to **WGL Energy Services, Inc.** (the “Contractor” or “Seller”) under the University of Maryland Contract No. 102855, pursuant to Request for Proposal (“RFP”) No. 115054 for Natural Gas Supply (Large Accounts) executed by Seller and University of Maryland (the “UMD Contract”).

2. Services Purchased.

The Department purchases energy for most of the District of Columbia’s real estate portfolio, which is approximately 25 million square feet of space. This portfolio consumes approximately 815,014 dekatherms (Dth) of natural gas per year. Currently, the District of Columbia is required to use Washington Gas as its local distribution company (“LDC”) for its natural gas supply. The Contractor shall deliver firm and interruptible gas to the City Gate for distribution by Washington Gas as well as to maintain the nominations and balancing for the LDC, as described in **Exhibit A** (Firm Gas Confirmation Agreement) and **Exhibit B** (Interruptible Gas Confirmation Agreement) and in accordance with the Terms and Conditions of the UMD Contract. One Hundred percent of the delivered volumes purchased shall be at an Index Price with a total Not-To-Exceed Contract value of \$18,275,000. At any time during the effectiveness of the Confirmation, DGS and Contractor may agree to select a Lock-In Fixed Price for the delivery of all or a portion of the remaining full requirements volumes that are subject to this Index Price, by executing an amendment(s) to this Confirmation.

3. Notice to Proceed.

Upon full execution by the delegated Contacting Officer’s signature, this Task Order No. 01 serves as the Contractor’s Notice-to-Proceed in accordance with Paragraph No. 5 unless otherwise directed by the delegated Contracting Officer.

4. Price.

The Contractor shall be compensated for its delivery of natural gas supply provided pursuant to this Task Order No. 01 in accordance with *Exhibit A* (Firm Gas Confirmation Agreement) and *Exhibit B* (Interruptible Gas Confirmation Agreement). The **Total Not-to-Exceed amount for this Task Order No. 01 is \$18,275,000.**

In no event is the Contractor or Program authorized to modify services described herein without the duly expressed written consent of the Contracting Officer. The Contractor **will not be paid** more than the Not-to-Exceed limit of **\$18,275,000** unless the following is complete: The Contractor is authorized to change these orders and exceed the established limit of the agreement in advance through the expressed written approval of the DGS' Contracting Officer, issued and executed under a Modification against the original Task Order No. 01. The Contractor is hereby made aware that only the Contracting Officer is authorized to issue Task Order under the Contract, and the Department shall have no obligation to provide or remit compensation to the vendor for any work, materials, or supplies that the Contractor provides contrary, beyond, or outside of that parameter and understanding of this Task Order. The Contractor should always take care to receive Task Order instructions from the Contracting Officer, versus any non-authorized personnel of the Department such as the COTR/PM who is not authorized to make changes under this agreement.

5. Term.

The term of this Task Order No. 01 shall begin on June 1, 2024 up to a 37-month period, ending on June 30, 2027. **Funding beyond September 30, 2024 is subject to the availability of appropriated funds.**

6. Insurance Requirement.

A. GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the

Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

General liability, commercial auto, workers' compensation and property insurance policies (if applicable to this agreement) shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor and subcontractors.

B. INSURANCE REQUIREMENT.

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries

a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit including explosion, collapse and underground hazards.

The contractor should be named as an additional insured on the applicable manufacturer’s/distributor’s Commercial General Liability policy using Insurance Services Office, Inc. (“ISO”) form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

DGS should collect, review for accuracy and maintain all warranties for goods and services.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers must be endorsed onto the policy.
3. Workers’ Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

All insurance required by paragraphs 1,2 and 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Crime Insurance (3rd Party Indemnity) – The Contractor shall provide a Crime policy including 3rd party fidelity to cover the dishonest acts of Contractors, its employees and/or volunteers which result in a loss to the District. The Government of the District of Columbia shall be included as loss payee. The policy shall provide a limit of \$50,000 per occurrence.
5. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$5,000,000 per occurrence or claim, \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
6. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.
7. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's

umbrella or excess liability policy or (ii) \$15,000,000 per occurrence and \$15,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. PRIMARY AND NONCONTRIBUTORY INSURANCE.

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

D. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

E. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR’S LIABILITY UNDER THIS CONTRACT.**

F. CONTRACTOR’S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

G. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the Contract price.

H. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

- I. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted *electronically* (via email) to:

The Government of the District of Columbia
And emailed to the attention of:
Domonique L. Banks c/o Karen J. Araujo
Contracting Officer, Supervisory Contract Specialist
Department of General Services
Email: karen.araujo@dc.gov

The CO may request, and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the Contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- J. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants, or subcontractors in the performance of this Contract.
- K. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this Contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

7. Contracting Officer's Technical Representative (COTR).

The COTR for this Task Order is as follows:

Jen Croft | Deputy Associate Director
Sustainability + Energy Management Division
Department of General Services
Direct: (202) 369-8246 | Email: jen.croft@dc.gov

8. Contracting Officer.

This Task Order will be entered into and signed on behalf of the District only by contracting

officers. The name and contact information of the Contracting Officer for this Task Order is as follows:

George G. Lewis, CPPO

Chief Procurement Officer, Chief of Contracts and Procurement
Contracts & Procurement Division | Department of General Services

Email: george.lewis@dc.gov

Only a duly authorized Contracting Officer shall have the authority to direct the Contractor to start the project, issue change orders, contract modifications or change directives on the Department's behalf. The Program Manager shall *not* have the authority to modify any of the rights and obligations of the Department or the Contractor pursuant to this Task Order, or to issue change orders, contract modifications or change directive.

9. Invoice Payment.

The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

9.1 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

10. Invoice Submittal.

The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>. The E-invoicing vendor helpdesk number (202) 741-5200 and email is dcvendor.help@dc.gov. Properly prepared invoices with the necessary backup shall be paid within thirty (30) days of receipt. Invoices not paid by that date shall bear interest in accordance with the Quick Payment Act.

11. First Source Agreement and Employment Plan.

The Contractor shall comply with the First Source requirements and execute a First Source Agreement and First Source Employment Plan with the District of Columbia Department of Employment Services ("DOES") prior to beginning work.

12. SBE Subcontracting Requirements. *RESERVED [Intentionally Omitted]*

13. Campaign Finance Reform Act.

In accordance with the District of Columbia (District) that the Campaign Finance Reform Amendment Act of 2018 (CFRAA) (D.C. Law 22-250; D.C. Official Code § 1-1001.03 et seq) went into effect on November 9, 2022, and a recent amendment to the law approved on December 8, 2022, the form for completion of the Campaign Finance Reform

Contractor Self-Certification is incorporated herein. An award cannot be made to any Contractor who has not satisfied the campaign finance reform contractor self-certification requirements.

14. Terms & Conditions.

The Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Contracts, and Supplies and Services Contracts dated January 14, 2016, are incorporated by attachment into this Task Order as *Exhibit C*.

15. Contractor Licenses and Compliance Documents.

The Contractor shall comply with all laws and regulations based upon the project value and shall provide the Department with all of the applicable licenses, compliance documents and requirements including, but not limited to, the certificate of insurance, subcontracting plan, payment, and performance bonds, first source agreement and employment plan, tax compliance certificate, and all other compliance documents, as applicable to this District of Columbia government-funded project. The failure by the Contractor to comply with any of the legal and compliance requirements or the failure to provide the Department with any of the required documents within the time specified will result in termination of this Task Order based upon the Contractor's default. The Department shall not incur any cost due to the Contractor's failure to comply with the District of Columbia's laws and regulations.

16. Order of Precedence.

The following documents are incorporated into this Task Order No. 01 in the following order of precedence:

1. An Applicable Court Order, if any,
2. This Contract Document. Task Order No. 01 including *Exhibits A-B*
3. Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Contracts; and Supplies and Services Contracts dated January 14, 2016, *Exhibit C*;
4. University of Maryland Contract No. 102855, *by reference*.

**ISSUED BY SELLER:
DEPARTMENT OF GENERAL SERVICES**

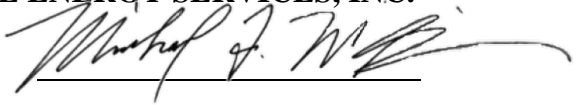
By: _____

Name: George G. Lewis, CPPO

Title: Chief Procurement Officer
Chief of Contracts and Procurement

Date: _____

**ACCEPTED BY BUYER:
WGL ENERGY SERVICES, INC.**

By:  _____

Name: Michael McGinn

Title: Vice President of Sales

Date: 3/22/2024

EXHIBIT A

Firm Gas Confirmation Agreement

**EXHIBIT A –
FIRM GAS CONFIRMATION AGREEMENT
DGS Contract No. DCAM-24-NC-CA-0005**

THIS FIRM GAS CONFIRMATION AGREEMENT under Task Order No. 01 (**DCAM-24-NC-CA-0005**) is effective by and between WGL Energy Services, Inc. (“Seller”) and the District of Columbia Government acting by and through its Department of General Services (“Buyer”) on the date of full execution by the Seller and the Buyer for the sale and delivery of Buyer’s full requirements of natural gas for all accounts listed on Attachment A to Exhibit A, and is subject to the terms and conditions of the University of Maryland Contract No. 102855, pursuant to Request for Proposal (“RFP”) No. 115054 executed by Seller and University of Maryland (the “UMD Contract”). The District of Columbia’s Standard Contract Provisions shall take precedence over conflicting terms and conditions in University of Maryland Contract Number 102855 and RFP No. 115054. It is understood that the Buyer has a Firm Delivery Service Agreement with its Local Distribution Company (“LDC”). Buyer agrees that the Seller’s delivery obligations hereunder are subject to, and depend upon, verification of Buyer’s Utility that the accounts listed herein as Attachment A meet the requisite Utility load profile and rate classification.

BUYER'S UTILITY: Washington Gas

Transportation Rate schedule(s): Firm Burner Tip + Storage + Balancing

All prices quoted are to the "Burner Tip," and include balancing charges, as provided on the website; <http://www.wglholdings.com/>, an adjustment for lost and unaccounted for gas and wet to dry conversion, and storage charges. All accounts will be billed based on Buyer's consumption. Prices are subject to change prior to written confirmation by Seller.

BILLING: UTILITY BILLING:

If during the effectiveness of this Confirmation, Buyer's utility adopts purchase of receivables discount rates applicable to one or more of Buyer's accounts covered by this Confirmation that in Seller's sole discretion would increase Seller's costs, Seller shall have the right to notify and bill Buyer directly for deliveries to such accounts at no additional cost or change in payment terms to Buyer.

TAX:

Buyer must provide to Seller a tax-exempt certificate or other documented evidence of Buyer's tax-exempt status for accounts covered under this Confirmation prior to the effective account enrollment date. If Buyer fails to provide Seller such documentation, Seller shall be obligated to bill Buyer for the applicable sales tax.

If after this Confirmation is executed, any of Seller's Pipeline Costs or Utility Costs significantly increase from the costs that underlie the Price because (1) FERC issues an order or a FERC regulated pipeline revises its tariff, (2) a change in law is enacted, or (3) the applicable Public Service Commission issues an order, or Buyer's utility revises its tariff (together "Regulatory Changes"), then Seller may pass through such cost increases to Buyer by separate monthly charge and Seller shall provide Buyer with supporting documentation and calculation of any cost increase upon request.

Quoted rates do not include any cost increases related to Columbia Gas Transmission Rate Case RP20-1060. Any cost changes as a result of this rate case will be passed through to Buyer as a separate monthly amount. Seller shall provide Buyer with supporting documentation and calculation upon request.

BUYER NAME: The District of Columbia Government, by and through its Department of General Services.

DELIVERY PERIOD:

The Delivery Period of this Confirmation Agreement shall be from June 1, 2024 through June 30, 2027 (37 months), subject to the availability of appropriated Fiscal Year (FY) 2024, FY2025, FY2026, and FY2027 budget funding.

The price for all volumes delivered hereunder shall be in accordance with the Seller's pricing options under University of Maryland Contract No. 102855, as follows:

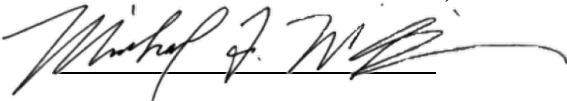
INDEXED PRICE: 100% of the delivered volumes purchased by the Buyer based on the weighted average under this Exhibit A (Firm Gas) and Exhibit B (Interruptible Gas) pursuant to the University of Maryland Contract No. 102855 shall be at indexed pricing with a total not-to-exceed value of \$18,275,000 (collectively) for the Delivery Period that spans FY2024 through FY2027. For FY2024, costs are estimated to total \$575,000. For FY 2025, costs are estimated to total \$6,000,000. For FY 2026, costs are estimated to total \$6,000,000. For FY 2027, costs are estimated to total \$5,700,000. However, the Seller and Buyer agree that the provision and receipt of any services under this Agreement are subject to the availability of appropriated FY2024 budget funding; and thereafter, the continuation of services beyond September 30, 2024, are subject to the availability of appropriated FY2025, FY2026 and FY2027 budget funding.

LOCK-IN FIXED PRICE OPTION: At any time during the effectiveness of this Confirmation, Buyer and Seller may agree to select a Lock-In Fixed Price for the delivery of all or a portion of the remaining full requirements volumes that are subject to this Index Price, by executing an amendment(s) to this Confirmation.

The weighted average of all Fixed Price purchases, Lock-In Fixed Price purchases, and Index Price purchases will be the rate reflected on Buyer's invoice for delivered volumes.

IN WITNESS WHEREOF, the duly authorized representatives of the Buyer and Seller have each executed this Agreement as of the last date of the last signature (the “Effective Date”).

Seller: WGL ENERGY SERVICES, INC.

By: 

Name: Michael McGinn

Title: Vice President of Sales

Date: 3/22/2024

Buyer: DISTRICT OF COLUMBIA, acting by and through the Department of General Services

By: _____

Name: George G. Lewis, CPPO

Title: Chief, Contracts and Procurement

Date: _____

Tax-Exempt: Yes ____ No ____

Attachment A to Exhibit A

Buyer's List of Accounts (Firm Gas)

**52488.236942.001: District of Columbia Government
Attachment "A": Account Information (405 account(s))**

Account Data: All volumes measured in therm per day unless otherwise noted.

Business Development Manager: Public Sector House Account Phone: 703-287-9586 Email: publicsector@wglenergy.com

Customer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual therm
District of Columbia Government #120001220322 WGD Firm 2901 20TH ST NE WASHINGTON DC 20018-2405	86.72	75.82	54.96	26.66	9.16	2.53	2.43	2.43	3.15	16.38	49.97	69.51	12081.55
District of Columbia Government #120000975553 WGD Firm 1730 R ST NW WASHINGTON DC 20009-2410	11.94	10.44	7.56	3.66	1.25	0.33	0.32	0.32	0.42	2.24	6.87	9.57	1659.92
District of Columbia Government #110002066642 (N) WGD Firm 1351 Alabama Ave SE #LAB LAB WASHINGTON DC 20032	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
District of Columbia Government #120001067111 WGD Firm 2130 G ST NW WASHINGTON DC 20037-2703	187.68	163.54	117.38	54.72	15.98	1.32	1.09	1.09	2.67	31.97	106.32	149.57	25177.58
District of Columbia Government #120001747589 WGD Firm 4300 WISCONSIN AVE NW WASHINGTON DC 20016	67.87	59.30	42.91	20.66	6.90	1.69	1.61	1.61	2.17	12.57	38.98	54.34	9387.51
District of Columbia Government #120001376926 WGD Firm 4301 13th St NW, GEN, WASHINGTON DC 20011	4.61	4.13	3.19	1.92	1.14	0.84	0.84	0.84	0.87	1.46	2.97	3.84	807.16
District of Columbia Government #120000501482 WGD Firm 3203 MARTIN LUTHER KING JR AVE SE WASHINGTON DC 20032-1539	29.79	26.22	19.39	10.11	4.38	2.21	2.18	2.18	2.41	6.75	17.75	24.15	4461.98
District of Columbia Government #120001494422 WGD Firm 4301 13TH ST NW FUR WASHINGTON DC 20011	212.86	188.72	142.56	79.90	41.16	26.49	26.27	26.27	27.85	57.15	131.50	174.75	34367.98
District of Columbia Government #110000662798 WGD Firm 2424 EVARTS ST NE WASHINGTON DC 20018-2120	20.65	18.05	13.09	6.36	2.19	0.62	0.59	0.59	0.76	3.91	11.90	16.55	2879.27
District of Columbia Government #120001236450 WGD Firm 503 SHERIDAN ST NW BLRM WASHINGTON DC 20011	235.42	204.97	146.72	67.67	18.79	0.29	0.00	0.00	2.00	38.96	132.77	187.34	31265.19
District of Columbia Government #120001008792 WGD Firm 305 15TH ST SE WASHINGTON DC 20003	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	7.30
District of Columbia Government #120001212055 WGD Firm 1801 RHODE ISLAND AVE NE WASHINGTON DC 20018-2439	27.55	24.09	17.48	8.50	2.95	0.85	0.81	0.81	1.04	5.24	15.89	22.09	3847.75
District of Columbia Government #120001398250 WGD Firm 1150 MICHIGAN AVE NE WASHINGTON DC 20017-1811	13.73	12.68	10.67	7.93	6.24	5.60	5.59	5.59	5.66	6.94	10.18	12.07	3121.87
District of Columbia Government #110000771011 WGD Firm	204.32	178.12	128.00	59.97	17.91	1.99	1.74	1.74	3.46	35.27	115.99	162.95	27539.49

*The estimated volumes are the best natural gas usage estimates for the Buyer and represent the aggregation of all accounts being served under this confirmation.
52488.236942.001 WGL Energy Services Natural Gas Purchase and Sales Agreement, Exhibit A Firm Gas Confirmation

Customer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual therm
818 INGRAHAM ST NW WASHINGTON DC 20011 District of Columbia Government #120000140851 WGD Firm	180.49	157.14	112.49	51.88	14.41	0.22	0.00	0.00	1.53	29.87	101.79	143.63	23970.11
815 DIVISION AVE NE FUR WASHINGTON DC 20019 District of Columbia Government #110001883534 WGD Firm	1.30	1.15	0.86	0.47	0.23	0.14	0.14	0.14	0.15	0.33	0.79	1.06	204.56
2115 Bryant St NE, Washington DC 20018 District of Columbia Government #120001067962 WGD Firm	64.21	57.25	43.95	25.89	14.73	10.50	10.44	10.44	10.89	19.34	40.76	53.23	10950.74
1355 NEW YORK AVE NE WASHINGTON DC 20002-1620 District of Columbia Government #120001658059 WGD Firm	94.11	83.36	62.79	34.88	17.62	11.09	10.99	10.99	11.69	24.74	57.87	77.14	15049.76
4400 C ST SE WASHINGTON DC 20019 District of Columbia Government #120001339874 WGD Firm	2.34	2.19	1.90	1.51	1.27	1.18	1.17	1.17	1.18	1.37	1.83	2.10	583.24
2000 ADAMS PL NE WASHINGTON DC 20018 District of Columbia Government #120000908968 WGD Firm	0.51	0.51	0.51	0.51	0.51	0.51	0.51	0.51	0.51	0.51	0.51	0.51	186.15
2175 W VIRGINIA AVE NE GEN WASHINGTON DC 20002 District of Columbia Government #120001634332 WGD Firm	738.07	683.85	580.17	439.43	352.41	319.47	318.96	318.96	322.52	388.32	555.32	652.48	172080.47
3401 4TH ST SE 2 WASHINGTON DC 20032-5406 District of Columbia Government #120000074621 WGD Firm	33.42	29.10	20.83	9.61	2.67	0.04	0.00	0.00	0.28	5.53	18.85	26.60	4438.75
4801 NANNIE HELEN BURROUGHS AVE NE WASHINGTON DC 20019-3635 District of Columbia Government #120000781480 WGD Firm	28.19	24.55	17.57	8.10	2.25	0.03	0.00	0.00	0.24	4.67	15.90	22.43	3743.91
917 SPRING RD NW WASHINGTON DC 20010 District of Columbia Government #120000855235 WGD Firm	129.49	113.25	82.19	40.02	13.95	4.09	3.93	3.93	5.00	24.71	74.74	103.85	18110.05
5625 CONNECTICUT AVE NW WASHINGTON DC 20015-2603 District of Columbia Government #110001373015 WGD Firm	168.08	147.40	107.85	54.18	20.99	8.42	8.23	8.23	9.58	34.68	98.38	135.43	24232.19
215 G St NE Washington DC 20002 District of Columbia Government #120000799540 WGD Firm	81.76	72.51	54.82	30.81	15.96	10.34	10.26	10.26	10.86	22.09	50.58	67.15	13239.28
2701 NAYLOR RD SE WASHINGTON DC 20020 District of Columbia Government #120001614862 WGD Firm	413.99	361.69	261.67	125.92	41.97	10.20	9.71	9.71	13.14	76.61	237.71	331.43	57234.21
301 49TH ST NE WASHINGTON DC 20019-4706 District of Columbia Government #110000607744 WGD Firm	13.89	13.55	12.90	12.02	11.48	11.28	11.27	11.27	11.30	11.71	12.75	13.35	4461.87
5004 D ST SE GEN WASHINGTON DC 20019 District of Columbia Government #120001588744 WGD Firm	21.76	19.13	14.10	7.27	3.04	1.44	1.42	1.42	1.59	4.78	12.89	17.61	3219.37
1520 C ST SE WASHINGTON DC 20003-2432 District of Columbia Government #110000152964 WGD Firm	95.37	83.90	61.97	32.21	13.80	6.83	6.73	6.73	7.48	21.40	56.72	77.27	14227.77
420 12TH ST SE HSE WASHINGTON DC 20003-2208													

*The estimated volumes are the best natural gas usage estimates for the Buyer and represent the aggregation of all accounts being served under this confirmation.
52488.236942.001 WGL Energy Services Natural Gas Purchase and Sales Agreement, Exhibit A Firm Gas Confirmation

Customer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual therm
District of Columbia Government #120000913943 WGD Firm 414 8TH ST SE WASHINGTON DC 20003-2832	23.60	20.89	15.72	8.69	4.35	2.70	2.68	2.68	2.85	6.14	14.48	19.33	3756.02
District of Columbia Government #120001835194 WGD Firm 441 4TH ST NW 1 WASHINGTON DC 20001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
District of Columbia Government #110001346953 WGD Firm 850 Delaware Ave SW, HSE Washington DC 20024	42.44	37.70	28.64	16.34	8.74	5.86	5.82	5.82	6.13	11.88	26.47	34.96	6986.90
District of Columbia Government #110000518248 WGD Firm 1100 Oak Drive SE Washington DC 20032	314.97	278.27	208.09	112.84	53.94	31.65	31.30	31.30	33.71	78.25	191.28	257.04	49097.55
District of Columbia Government #110001017687 WGD Firm 3375 MINNESOTA AVE SE WASHINGTON DC 20019	130.02	115.20	86.87	48.42	24.64	15.64	15.50	15.50	16.48	34.45	80.08	106.63	20866.11
District of Columbia Government #120001383930 WGD Firm 1626 KRAMER ST NE WASHINGTON DC 20002-4559	2.64	2.30	1.65	0.77	0.23	0.02	0.02	0.02	0.04	0.45	1.50	2.10	354.71
District of Columbia Government #120001194600 WGD Firm 601 15TH ST NE WASHINGTON DC 20002-4505	164.79	143.48	102.71	47.37	13.15	0.20	0.00	0.00	1.40	27.27	92.94	131.14	21885.60
District of Columbia Government #120000771465 WGD Firm 2550 BENNING RD NE CBTC WASHINGTON DC 20002	54.93	47.83	34.24	15.79	4.38	0.07	0.00	0.00	0.47	9.09	30.98	43.71	7295.39
District of Columbia Government #120001052204 WGD Firm 1819 35TH ST NW WASHINGTON DC 20007-2332	359.52	313.02	224.07	103.34	28.69	0.44	0.00	0.00	3.05	59.50	202.76	286.10	47746.54
District of Columbia Government #110000747367 WGD Firm 1000 5TH ST SE WASHINGTON DC 20003-3446	4.18	3.80	3.08	2.10	1.50	1.27	1.27	1.27	1.29	1.75	2.91	3.58	849.03
District of Columbia Government #110001463964 WGD Firm 4530 MacArthur Blvd NW GEN Washington DC 20007	0.26	0.26	0.26	0.26	0.26	0.26	0.26	0.26	0.26	0.26	0.26	0.26	94.90
District of Columbia Government #120001411038 WGD Firm 2860 S CAPITOL ST SE WASHINGTON DC 20032-1723	21.52	18.74	13.41	6.19	1.73	0.04	0.01	0.01	0.19	3.57	12.14	17.13	2860.30
District of Columbia Government #120001304555 WGD Firm 5002 HAYES ST NE WASHINGTON DC 20019	31.80	27.82	20.19	9.85	3.45	1.03	0.99	0.99	1.26	6.09	18.37	25.51	4453.88
District of Columbia Government #120001339668 WGD Firm 2000 ADAMS PL NE FUR WASHINGTON DC 20018	272.62	237.36	169.91	78.36	21.76	0.33	0.00	0.00	2.31	45.12	153.75	216.95	36205.74
District of Columbia Government #110001759841 WGD Firm 1355 Valley Pl SE, Washington DC 20020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
District of Columbia Government #120000967865 WGD Firm 931 U ST NW FUR WASHINGTON DC 20001	306.34	266.71	190.92	88.05	24.45	0.37	0.00	0.00	2.60	50.70	172.76	243.77	40682.86

*The estimated volumes are the best natural gas usage estimates for the Buyer and represent the aggregation of all accounts being served under this confirmation.
52488.236942.001 WGL Energy Services Natural Gas Purchase and Sales Agreement, Exhibit A Firm Gas Confirmation

Customer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual therm
District of Columbia Government #120001716386 WGD Firm 3500 15TH ST SE WASHINGTON DC 20032	65.35	57.45	42.35	21.86	9.19	4.39	4.31	4.31	4.83	14.42	38.74	52.88	9680.31
District of Columbia Government #110000886322 WGD Firm 2219 ADAMS PL NE WASHINGTON DC 20018-3622	46.21	40.23	28.80	13.28	3.69	0.06	0.00	0.00	0.39	7.65	26.06	36.77	6136.86
District of Columbia Government #120000232260 WGD Firm 1333 EMERSON ST NE WASHINGTON DC 20017-2800	62.93	54.85	39.39	18.41	5.43	0.52	0.44	0.44	0.97	10.79	35.69	50.17	8460.79
District of Columbia Government #120000770723 WGD Firm 704 26TH ST NE CAFE WASHINGTON DC 20002	106.20	94.73	72.80	43.03	24.63	17.66	17.55	17.55	18.31	32.22	67.55	88.10	18179.49
District of Columbia Government #110000426178 WGD Firm 4801 N Capitol Street NE HSE Washington DC 20011	5.56	5.56	5.56	5.56	5.56	5.56	5.56	5.56	5.56	5.56	5.56	5.56	2029.40
District of Columbia Government #110001583514 WGD Firm 350 Mcmillan Dr NW Washington DC 20001	43.23	37.81	27.46	13.40	4.72	1.43	1.37	1.37	1.73	8.30	24.98	34.68	6059.91
District of Columbia Government #120000376562 WGD Firm 1101 HALF ST SW WASHINGTON DC 20024-3613	197.27	172.42	124.89	60.38	20.49	5.39	5.16	5.16	6.79	36.95	113.51	158.04	27396.62
District of Columbia Government #120001528369 WGD Firm 115 ATLANTIC ST SW WASHINGTON DC 20032-1404	6.91	6.12	4.61	2.56	1.29	0.81	0.80	0.80	0.86	1.81	4.25	5.66	1104.04
District of Columbia Government #120000348850 WGD Firm 1350 49TH ST NE WASHINGTON DC 20019-3955	206.50	186.88	149.34	98.40	66.90	54.97	54.79	54.79	56.08	79.90	140.35	175.52	40146.58
District of Columbia Government #110001571741 WGD Firm 1335 Farragut St NW GEN Washington DC 20012	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
District of Columbia Government #120001242235 WGD Firm 1320 44TH ST NE WASHINGTON DC 20019	265.07	230.78	165.20	76.19	21.16	0.32	0.00	0.00	2.25	43.87	149.49	210.93	35202.47
District of Columbia Government #110001742946 WGD Firm 920 F St NE, Washington DC 20002	57.13	49.91	36.10	17.36	5.78	1.39	1.32	1.32	1.80	10.56	32.79	45.73	7893.82
District of Columbia Government #120001353743 WGD Firm 3180 V ST NE WASHINGTON DC 20018	40.68	35.49	25.57	12.10	3.77	0.62	0.57	0.57	0.91	7.21	23.19	32.49	5534.98
District of Columbia Government #120000130795 WGD Firm 2001A E CAPITOL ST SE WASHINGTON DC 20003	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
District of Columbia Government #120001056999 WGD Firm 1480 GIRARD ST NW WASHINGTON DC 20009-4612	96.49	84.01	60.14	27.74	7.70	0.12	0.00	0.00	0.82	15.97	54.42	76.79	12815.07
District of Columbia Government #120001891437 WGD Firm 821 HOWARD RD SE WASHINGTON DC 20020-5805	52.90	46.05	32.97	15.20	4.22	0.06	0.00	0.00	0.45	8.75	29.83	42.09	7024.43

*The estimated volumes are the best natural gas usage estimates for the Buyer and represent the aggregation of all accounts being served under this confirmation.
52488.236942.001 WGL Energy Services Natural Gas Purchase and Sales Agreement, Exhibit A Firm Gas Confirmation

Customer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual therm
#120001353263 WGD Firm 110 N ST NW WASHINGTON DC 20001 District of Columbia Government	17.44	15.18	10.87	5.01	1.39	0.02	0.00	0.00	0.15	2.89	9.83	13.88	2315.91
#120000894515 WGD Firm 2720 MARTIN LUTHER KING JR AVE SE BLRM WASHINGTON DC 20032 District of Columbia Government	269.68	247.04	203.76	145.00	108.67	94.92	94.71	94.71	96.20	123.67	193.39	233.94	57805.76
#120001349485 WGD Firm 101 N ST NW WASHINGTON DC 20001-2377 District of Columbia Government	86.15	79.04	65.45	47.01	35.60	31.28	31.22	31.22	31.68	40.31	62.20	74.93	18689.50
#120000550448 WGD Firm 425 C ST NE WASHINGTON DC 20002-5817 District of Columbia Government	27.70	25.21	20.47	14.03	10.04	8.54	8.51	8.51	8.68	11.69	19.33	23.78	5654.98
#120001062922 WGD Firm 1833 W VIRGINIA AVE NE B WASHINGTON DC 20002 District of Columbia Government	243.46	213.94	157.50	80.88	33.51	15.58	15.30	15.30	17.24	53.06	143.97	196.86	35885.11
#120001632039 WGD Firm 1125 NEW JERSEY AVE NW WASHINGTON DC 20001-1365 District of Columbia Government	456.83	406.45	310.10	179.32	98.46	67.85	67.37	67.37	70.68	131.83	287.02	377.30	76313.76
#120001192687 WGD Firm 17 DC VILLAGE LN SW WASHINGTON DC 20032-5206 District of Columbia Government	31.68	27.58	19.74	9.11	2.53	0.04	0.00	0.00	0.27	5.24	17.87	25.21	4207.34
#120001680830 WGD Firm 425 2ND ST NW WASHINGTON DC 20001-2003 District of Columbia Government	148.60	130.33	95.38	47.95	18.62	7.52	7.35	7.35	8.55	30.73	87.01	119.75	21441.32
#120000376810 WGD Firm 95 M ST SW WASHINGTON DC 20024-3622 District of Columbia Government	66.45	57.95	41.70	19.64	6.00	0.84	0.76	0.76	1.32	11.63	37.81	53.03	9001.13
#120000599502 WGD Firm 7420 GEORGIA AVE NW WASHINGTON DC 20012-1722 District of Columbia Government	21.22	18.47	13.22	6.10	1.69	0.03	0.00	0.00	0.18	3.51	11.97	16.88	2817.68
#120001038153 WGD Firm 2701 PENNSYLVANIA AVE SE WASHINGTON DC 20020-3928 District of Columbia Government	38.85	33.89	24.40	11.51	3.55	0.53	0.49	0.49	0.81	6.84	22.12	31.02	5272.86
#120001601950 WGD Firm 2101 14TH ST SE WASHINGTON DC 20020-4801 District of Columbia Government	40.52	35.82	26.83	14.63	7.09	4.23	4.19	4.19	4.50	10.20	24.68	33.10	6353.88
#110000604469 WGD Firm 4810 36TH ST NW WASHINGTON DC 20008-4940 District of Columbia Government	121.75	108.52	83.21	48.85	27.61	19.57	19.45	19.45	20.32	36.38	77.14	100.86	20684.97
#110000607751 WGD Firm 5004 D ST SE HSE WASHINGTON DC 20019 District of Columbia Government	33.85	30.05	22.79	12.93	6.84	4.53	4.49	4.49	4.74	9.35	21.05	27.85	5538.36
#110001237129 WGD Firm 200 I St SE, GEN Washington DC 20003 District of Columbia Government	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	357.70
#120001165931 WGD Firm 1340 G ST SE REAR WASHINGTON DC 20003 District of Columbia Government	24.59	21.51	15.61	7.61	2.66	0.79	0.76	0.76	0.96	4.71	14.20	19.73	3442.50
#120000227773 WGD Firm	138.64	120.70	86.40	39.85	11.06	0.17	0.00	0.00	1.18	22.94	78.19	110.32	18411.46

*The estimated volumes are the best natural gas usage estimates for the Buyer and represent the aggregation of all accounts being served under this confirmation.
52488.236942.001 WGL Energy Services Natural Gas Purchase and Sales Agreement, Exhibit A Firm Gas Confirmation

Customer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual therm
401 I ST SW WASHINGTON DC 20024-4438 District of Columbia Government #120001068911 WGD Firm	100.58	100.58	100.58	100.58	100.58	100.58	100.58	100.58	100.58	100.58	100.58	100.58	36711.70
1835 W VIRGINIA AVE NE WASHINGTON DC 20002-1827 District of Columbia Government #120001418165 WGD Firm	1.03	0.92	0.70	0.41	0.23	0.16	0.16	0.16	0.17	0.30	0.65	0.85	173.79
4600 SHEPHERD PKWY SW SCH WASHINGTON DC 20032 District of Columbia Government #110000159233 WGD Firm	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1925 FRANKLIN ST NE GEN WASHINGTON DC 20018 District of Columbia Government #120000047577 WGD Firm	11.97	10.47	7.59	3.69	1.28	0.36	0.35	0.35	0.45	2.27	6.91	9.60	1671.17
414 FARRAGUT ST NE WASHINGTON DC 20011 District of Columbia Government #120001584941 WGD Firm	249.97	219.18	160.29	80.36	30.94	12.23	11.94	11.94	13.96	51.33	146.18	201.36	35969.81
445 RIGGS RD NE WASHINGTON DC 20011 District of Columbia Government #120001419064 WGD Firm	65.15	57.66	43.35	23.93	11.92	7.38	7.31	7.31	7.80	16.88	39.93	53.33	10348.43
4665 BLUE PLAINS DR SW FUR WASHINGTON DC 20032 District of Columbia Government #120001523097 WGD Firm	16.07	14.15	10.49	5.51	2.43	1.27	1.25	1.25	1.37	3.70	9.61	13.04	2424.13
1233 MONROE ST NE WASHINGTON DC 20017 District of Columbia Government #120001623251 WGD Firm	543.84	477.71	351.23	179.55	73.41	33.22	32.60	32.60	36.94	117.21	320.92	439.43	79794.70
3815 FORT DR NW WASHINGTON DC 20016-1870 District of Columbia Government #120001721550 WGD Firm	65.69	57.19	40.94	18.88	5.24	0.08	0.00	0.00	0.56	10.87	37.04	52.27	8723.43
1325 S ST NW WASHINGTON DC 20009-4329 District of Columbia Government #120001446943 WGD Firm	9.88	8.60	6.16	2.84	0.79	0.01	0.00	0.00	0.08	1.64	5.57	7.86	1312.03
300 MCMILLAN DR NW, ANX, WASHINGTON DC 20001 District of Columbia Government #120001059985 WGD Firm	78.23	68.91	51.08	26.87	11.91	6.24	6.15	6.15	6.77	18.08	46.80	63.51	11818.29
1008 21ST ST NW WASHINGTON DC 20036 District of Columbia Government #120001166319 WGD Firm	15.69	13.66	9.78	4.51	1.25	0.02	0.00	0.00	0.13	2.60	8.85	12.49	2083.89
1338 G ST SE SHOP WASHINGTON DC 20003 District of Columbia Government #120001306469 WGD Firm	27.21	27.21	27.21	27.21	27.21	27.21	27.21	27.21	27.21	27.21	27.21	27.21	9931.65
1241 W ST NE CNG WASHINGTON DC 20018-1102 District of Columbia Government #110001346938 WGD Firm	24.75	22.12	17.09	10.26	6.03	4.43	4.41	4.41	4.58	7.78	15.88	20.60	4311.03
850 Delaware Ave SW, GEN Washington DC 20024 District of Columbia Government #120000101168 WGD Firm	48.81	42.72	31.07	15.26	5.48	1.78	1.72	1.72	2.12	9.52	28.28	39.19	6882.17
3260 R ST NW WASHINGTON DC 20007-2940 District of Columbia Government #120000693404 WGD Firm	221.85	193.17	138.30	63.84	17.79	0.36	0.10	0.10	1.98	36.79	125.16	176.57	29485.46

*The estimated volumes are the best natural gas usage estimates for the Buyer and represent the aggregation of all accounts being served under this confirmation.
52488.236942.001 WGL Energy Services Natural Gas Purchase and Sales Agreement, Exhibit A Firm Gas Confirmation

Customer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual therm
5600 EADS ST NE WASHINGTON DC 20019-6919 District of Columbia Government #120000991857 WGD Firm	59.40	52.00	37.83	18.60	6.72	2.22	2.15	2.15	2.63	11.62	34.44	47.71	8387.68
4665 BLUE PLAINS DR SW B WASHINGTON DC 20032 District of Columbia Government #120000933776 WGD Firm	31.22	27.31	19.83	9.68	3.41	1.03	0.99	0.99	1.25	6.00	18.04	25.05	4376.87
4930 CONNECTICUT AVE NW WASHINGTON DC 20008-2021 District of Columbia Government #120001623319 WGD Firm	488.98	431.38	321.22	171.70	79.25	44.26	43.72	43.72	47.50	117.41	294.83	398.05	75090.19
3950 CHESAPEAKE ST NW WASHINGTON DC 20016 District of Columbia Government #120000708632 WGD Firm	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1340 HAMILTON ST NW WASHINGTON DC 20011-6922 District of Columbia Government #120000359592 WGD Firm	153.21	134.34	98.24	49.25	18.95	7.48	7.31	7.31	8.55	31.45	89.59	123.41	22043.90
4399 S CAPITOL TER SW WASHINGTON DC 20032-2207 District of Columbia Government #120000462024 WGD Firm	5.30	5.15	4.86	4.47	4.23	4.14	4.13	4.13	4.14	4.33	4.79	5.06	1663.64
4001 CALVERT ST NW WASHINGTON DC 20007-1602 District of Columbia Government #120001735402 WGD Firm	25.49	22.29	16.18	7.88	2.75	0.81	0.78	0.78	0.99	4.87	14.72	20.44	3566.11
3240 STANTON RD SE WASHINGTON DC 20020-2910 District of Columbia Government #120000065272 WGD Firm	295.29	257.09	184.04	84.88	23.57	0.36	0.00	0.00	2.51	48.87	166.54	234.99	39216.78
2725 10TH ST NE WASHINGTON DC 20018-1711 District of Columbia Government #120001093612 WGD Firm	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	109.50
1812 ERIE ST SE POOL WASHINGTON DC 20020 District of Columbia Government #110001567384 WGD Firm	301.96	265.87	196.84	103.15	45.22	23.29	22.95	22.95	25.32	69.12	180.30	244.98	45430.78
2501 Martin Luther King Jr Ave SE Washington DC 20020 District of Columbia Government #110001567392 WGD Firm	83.87	73.53	53.76	26.92	10.32	4.04	3.94	3.94	4.62	17.17	49.02	67.55	12053.89
4409 Minn Ave NE Washington DC 20019 District of Columbia Government #120000564100 WGD Firm	34.86	30.39	21.83	10.22	3.04	0.32	0.27	0.27	0.57	6.00	19.78	27.80	4693.79
3123 19TH ST NW WASHINGTON DC 20010 District of Columbia Government #120001320569 WGD Firm	457.64	403.73	300.62	160.66	74.13	41.37	40.86	40.86	44.40	109.84	275.91	372.53	70265.52
3101 16TH ST NW WASHINGTON DC 20010-3302 District of Columbia Government #110001442463 WGD Firm	36.40	31.78	22.94	10.93	3.51	0.70	0.66	0.66	0.96	6.57	20.82	29.10	4987.18
1375 MISSOURI AVE NW Washington DC 20011-1862 District of Columbia Government #120000150017 WGD Firm	78.10	68.33	49.63	24.26	8.57	2.63	2.54	2.54	3.18	15.04	45.16	62.67	10961.93
3320 IDAHO AVE NW WASHINGTON DC 20016-3738 District of Columbia Government #120000344222 WGD Firm	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1330 V ST NW WASHINGTON DC 20009													

*The estimated volumes are the best natural gas usage estimates for the Buyer and represent the aggregation of all accounts being served under this confirmation.
52488.236942.001 WGL Energy Services Natural Gas Purchase and Sales Agreement, Exhibit A Firm Gas Confirmation

Customer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual therm
District of Columbia Government #110001082202 WGD Firm 4300 12TH ST SE HSE WASHINGTON DC 20032	20.89	19.61	17.17	13.85	11.80	11.02	11.01	11.01	11.09	12.64	16.58	18.87	5330.37
District of Columbia Government #120001474184 WGD Firm 3650 ELY PL SE WASHINGTON DC 20019-3039	683.23	597.47	433.45	210.83	73.18	21.08	20.27	20.27	25.90	129.99	394.16	547.83	95443.08
District of Columbia Government #120000580718 WGD Firm 4101 LIVINGSTON ST NW WASHINGTON DC 20015-2900	8.18	7.13	5.11	2.38	0.69	0.05	0.04	0.04	0.11	1.39	4.63	6.52	1095.81
District of Columbia Government #110001645958 WGD Firm 3301 Lowell St NW, GEN, Washington DC 20008	4.85	4.85	4.85	4.85	4.85	4.85	4.85	4.85	4.85	4.85	4.85	4.85	1770.25
District of Columbia Government #120001089883 WGD Firm 2531 SHERMAN AVE NW WASHINGTON DC 20001-2233	73.15	63.75	45.77	21.37	6.29	0.57	0.49	0.49	1.10	12.51	41.46	58.31	9827.31
District of Columbia Government #110000449691 WGD Firm 3310 CONNECTICUT AVE NW WASHINGTON DC 20008-1301	10.46	9.11	6.52	3.01	0.84	0.01	0.00	0.00	0.09	1.73	5.90	8.33	1389.66
District of Columbia Government #110000325933 WGD Firm 4500 Van Ness Street NW Washington DC 200016	11.53	10.25	7.81	4.49	2.44	1.66	1.65	1.65	1.73	3.29	7.22	9.51	1914.28
District of Columbia Government #120001660006 WGD Firm 1853 COL RD NW WASHINGTON DC 20009	6.10	5.31	3.80	1.75	0.49	0.01	0.00	0.00	0.05	1.01	3.44	4.86	810.24
District of Columbia Government #120001865019 WGD Firm 810 5TH ST NW WASHINGTON DC 20001-2622	86.86	77.84	60.58	37.16	22.68	17.19	17.11	17.11	17.70	28.65	56.45	72.62	15508.43
District of Columbia Government #120001456884 WGD Firm 300 MCMILLAN DR NW 1 WASHINGTON DC 20001	12.50	10.88	7.79	3.59	1.00	0.02	0.00	0.00	0.11	2.07	7.05	9.95	1660.35
District of Columbia Government #120001491949 WGD Firm 1342 FLORIDA AVE NE WASHINGTON DC 20002-7108	32.92	28.97	21.42	11.17	4.84	2.44	2.40	2.40	2.66	7.45	19.61	26.69	4929.28
District of Columbia Government #120001464920 WGD Firm 5701 BROAD BRANCH RD NW WASHINGTON DC 20015	84.01	74.46	56.19	31.40	16.08	10.27	10.18	10.18	10.81	22.40	51.82	68.93	13520.95
District of Columbia Government #120000687455 WGD Firm 1150 5TH ST SE WASHINGTON DC 20003-3485	80.07	71.49	55.10	32.85	19.09	13.88	13.80	13.80	14.36	24.77	51.17	66.53	13837.48
District of Columbia Government #120000428033 WGD Firm 1100 MICHIGAN AVE NE WASHINGTON DC 20017-1803	316.84	281.65	214.34	122.99	66.51	45.13	44.80	44.80	47.11	89.82	198.22	261.28	52479.79
District of Columbia Government #120001340351 WGD Firm 2210 ADAMS PL NE B WASHINGTON DC 20018	56.33	51.14	41.22	27.75	19.42	16.27	16.22	16.22	16.56	22.86	38.84	48.14	11247.23
District of Columbia Government #120000235826 WGD Firm 3660 ALABAMA AVE SE WASHINGTON DC 20020-2449	49.86	47.83	43.95	38.68	35.42	34.19	34.17	34.17	34.30	36.77	43.02	46.66	14555.94

*The estimated volumes are the best natural gas usage estimates for the Buyer and represent the aggregation of all accounts being served under this confirmation.
52488.236942.001 WGL Energy Services Natural Gas Purchase and Sales Agreement, Exhibit A Firm Gas Confirmation

Customer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual therm
District of Columbia Government #120001449749 WGD Firm 201 BRYANT ST NW WASHINGTON DC 20001-1705	83.24	73.39	54.55	28.98	13.17	7.19	7.10	7.10	7.74	19.70	50.04	67.69	12702.47
District of Columbia Government #110001299426 WGD Firm 1830 Const Ave NE,GEN Washington DC 20002-6628	1.43	1.40	1.32	1.23	1.17	1.14	1.14	1.14	1.14	1.19	1.31	1.37	455.36
District of Columbia Government #120000995080 WGD Firm 1100 ALABAMA AVE SE B WASHINGTON DC 20032	1017.19	934.25	775.63	560.33	427.21	376.81	376.04	376.04	381.48	482.14	737.63	886.25	222402.00
District of Columbia Government #120001820469 WGD Firm 4450 H ST SE WASHINGTON DC 20019	311.86	271.52	194.36	89.64	24.89	0.38	0.00	0.00	2.65	51.61	175.88	248.17	41416.65
District of Columbia Government #120000396057 WGD Firm 1910 MASSACHUSETTS AVE SE 27 WASHINGTON DC 20003-2542	182.23	158.66	113.57	52.38	14.54	0.22	0.00	0.00	1.55	30.16	102.77	145.02	24201.20
District of Columbia Government #120001148218 WGD Firm 5101 GEORGIA AVE NW WASHINGTON DC 20011-3921	44.34	38.85	28.35	14.10	5.29	1.95	1.90	1.90	2.26	8.93	25.83	35.67	6329.78
District of Columbia Government #120001695853 WGD Firm 3630 TILDEN ST NW WASHINGTON DC 20008	58.72	52.22	39.78	22.89	12.45	8.50	8.44	8.44	8.87	16.76	36.80	48.45	9758.20
District of Columbia Government #120001830906 WGD Firm 2425 IRVING ST SE WASHINGTON DC 20020-2719	56.05	49.40	36.67	19.40	8.72	4.67	4.61	4.61	5.05	13.12	33.62	45.55	8514.63
District of Columbia Government #110001017596 WGD Firm 301 53RD ST SE GEN WASHINGTON DC 20019	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	91.25
District of Columbia Government #120000525770 WGD Firm 1300 NAYLOR CT NW WASHINGTON DC 20001-4226	9.30	8.10	5.80	2.67	0.74	0.01	0.00	0.00	0.08	1.54	5.25	7.40	1235.28
District of Columbia Government #110001299418 WGD Firm 1830 Const Ave NE Washington DC 20002-6628	220.02	191.55	137.12	63.24	17.56	0.27	0.00	0.00	1.87	36.41	124.08	175.08	29219.09
District of Columbia Government #120000974648 WGD Firm 601 G ST NE WASHINGTON DC 20002	191.45	166.87	119.84	56.01	16.55	1.61	1.37	1.37	2.99	32.83	108.57	152.64	25745.31
District of Columbia Government #120000222394 WGD Firm 1620 V ST NW WASHINGTON DC 20009-2609	74.69	65.03	46.55	21.47	5.96	0.09	0.00	0.00	0.63	12.36	42.13	59.44	9919.44
District of Columbia Government #120001177142 WGD Firm 420 34TH ST NE WASHINGTON DC 20019-1410	117.80	103.88	77.28	41.17	18.84	10.39	10.26	10.26	11.17	28.05	70.91	95.83	18025.76
District of Columbia Government #110001682027 WGD Firm 810 26th St NE, GEN, Washington DC 20002	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
District of Columbia Government #120000336129 WGD Firm 1350 UPSHUR ST NW BLRM WASHINGTON DC 20011	90.27	80.61	62.13	37.05	21.54	15.67	15.58	15.58	16.21	27.94	57.70	75.02	15605.84

*The estimated volumes are the best natural gas usage estimates for the Buyer and represent the aggregation of all accounts being served under this confirmation.
52488.236942.001 WGL Energy Services Natural Gas Purchase and Sales Agreement, Exhibit A Firm Gas Confirmation

Customer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual therm
#120001079348 WGD Firm 1200 L ST NW GEN WASHINGTON DC 20005 District of Columbia Government	0.26	0.26	0.26	0.26	0.26	0.26	0.26	0.26	0.26	0.26	0.26	0.26	94.90
#120001279005 WGD Firm 3522 CONNECTICUT AVE NW WASHINGTON DC 20008-2401 District of Columbia Government	42.37	37.22	27.36	13.99	5.73	2.60	2.55	2.55	2.89	9.14	25.00	34.23	6218.39
#120001355797 WGD Firm 2900 V ST NE WASHINGTON DC 20018-1519 District of Columbia Government	177.94	155.61	112.89	54.92	19.08	5.51	5.30	5.30	6.76	33.87	102.66	142.68	24861.44
#120000685665 WGD Firm 7800 14TH ST NW WASHINGTON DC 20012-1464 District of Columbia Government	210.45	186.87	141.79	80.60	42.76	28.44	28.21	28.21	29.76	58.37	130.99	173.23	34499.68
#120000191193 WGD Firm 1259 SUMNER RD SE WASHINGTON DC 20020-5921 District of Columbia Government	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
#120000574075 WGD Firm 429 O ST NW WASHINGTON DC 20001-4619 District of Columbia Government	80.80	70.35	50.36	23.22	6.45	0.10	0.00	0.00	0.69	13.37	45.57	64.30	10730.88
#120000603015 WGD Firm 201 N ST SW WASHINGTON DC 20024-3533 District of Columbia Government	37.36	33.00	24.66	13.34	6.34	3.69	3.65	3.65	3.93	9.23	22.66	30.48	5809.07
#120000548764 WGD Firm 5760 GEORGIA AVE NW WASHINGTON DC 20011-2929 District of Columbia Government	36.78	32.04	22.98	10.68	3.08	0.20	0.16	0.16	0.47	6.22	20.81	29.30	4921.00
#110002053095 (N) WGD Firm 1129 New Hampshire Ave NW WASHINGTON DC 20037 District of Columbia Government	37.07	34.93	30.83	25.27	21.83	20.53	20.50	20.50	20.65	23.25	29.85	33.69	9684.81
#120001704309 WGD Firm 4525 BENNING RD SE WASHINGTON DC 20019-5150 District of Columbia Government	10.46	9.11	6.52	3.01	0.84	0.01	0.00	0.00	0.09	1.73	5.90	8.33	1389.66
#120000965802 WGD Firm 330 3RD ST SE WASHINGTON DC 20003 District of Columbia Government	117.56	103.05	75.29	37.62	14.33	5.51	5.37	5.37	6.32	23.94	68.64	94.65	16859.91
#120000217170 WGD Firm 400 E ST SW FIRE WASHINGTON DC 20024 District of Columbia Government	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	73.00
#120001754932 WGD Firm 1380 TAYLOR ST NW WASHINGTON DC 20011-5508 District of Columbia Government	7.75	6.77	4.90	2.36	0.79	0.20	0.19	0.19	0.25	1.44	4.45	6.20	1072.62
#110000383106 WGD Firm 6825 GA AVE NW WASHINGTON DC 20012 District of Columbia Government	31.46	28.15	21.82	13.23	7.92	5.91	5.88	5.88	6.10	10.11	20.30	26.23	5542.70
#110000568938 WGD Firm 6315 5TH ST NW WMSCTR WASHINGTON DC 20011-1325 District of Columbia Government	239.75	209.29	151.05	71.99	23.11	4.61	4.33	4.33	6.32	43.29	137.09	191.67	32843.85
#120000619656 WGD Firm 1401 7TH ST NW WASHINGTON DC 20001-3331 District of Columbia Government	48.54	42.26	30.25	13.95	3.87	0.06	0.00	0.00	0.41	8.03	27.37	38.62	6445.59
#110000071701 WGD Firm	40.21	37.05	31.01	22.82	17.75	15.83	15.80	15.80	16.01	19.84	29.57	35.23	9009.14

*The estimated volumes are the best natural gas usage estimates for the Buyer and represent the aggregation of all accounts being served under this confirmation.
52488.236942.001 WGL Energy Services Natural Gas Purchase and Sales Agreement, Exhibit A Firm Gas Confirmation

Customer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual therm
1018 13TH ST NW GEN WASHINGTON DC 20005 District of Columbia Government #120000360947 WGD Firm	22.09	19.23	13.77	6.35	1.76	0.03	0.00	0.00	0.19	3.66	12.46	17.58	2934.00
3600 CALVERT ST NW WASHINGTON DC 20007-1830 District of Columbia Government #120000592432 WGD Firm	121.49	105.77	75.72	34.92	9.70	0.15	0.00	0.00	1.03	20.11	68.52	96.68	16134.86
6001 GEORGIA AVE NW WASHINGTON DC 20011 District of Columbia Government #120001281357 WGD Firm	214.40	186.85	134.14	62.60	18.37	1.62	1.36	1.36	3.17	36.62	121.51	170.90	28790.45
4201 MARTIN LUTHER KING JR AVE SW WASHINGTON DC 20032-1328 District of Columbia Government #120001570809 WGD Firm	0.24	0.24	0.24	0.24	0.24	0.24	0.24	0.24	0.24	0.24	0.24	0.24	87.60
515 MISSISSIPPI AVE SE POOL WASHINGTON DC 20032 District of Columbia Government #120000661336 WGD Firm	456.02	397.03	284.21	131.08	36.40	0.55	0.00	0.00	3.87	75.47	257.18	362.89	60561.93
1709 3RD ST NE WASHINGTON DC 20002-2125 District of Columbia Government #120001106653 WGD Firm	56.67	49.90	36.96	19.39	8.53	4.42	4.36	4.36	4.80	13.01	33.86	45.99	8537.58
4811 MACARTHUR BLVD NW WASHINGTON DC 20007 District of Columbia Government #120001407275 WGD Firm	636.42	558.67	409.97	208.14	83.34	36.10	35.37	35.37	40.48	134.84	374.34	513.67	92732.94
3950 CHESAPEAKE ST NW BLR WASHINGTON DC 20016 District of Columbia Government #120000644332 WGD Firm	52.31	46.18	34.46	18.56	8.72	5.00	4.94	4.94	5.34	12.78	31.66	42.64	8094.33
50 49TH ST NE WASHINGTON DC 20019-5229 District of Columbia Government #120001210059 WGD Firm	18.98	16.80	12.63	6.97	3.47	2.15	2.13	2.13	2.27	4.92	11.63	15.54	3014.80
2501 18TH ST NE WASHINGTON DC 20018-1302 District of Columbia Government #120000265666 WGD Firm	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2305 36TH ST SE WASHINGTON DC 20020-1237 District of Columbia Government #120000105318 WGD Firm	40.65	35.91	26.85	14.56	6.95	4.07	4.03	4.03	4.34	10.09	24.68	33.17	6333.85
3219 O ST NW WASHINGTON DC 20007-2843 District of Columbia Government #120001049010 WGD Firm	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200 BRYANT ST NW WASHINGTON DC 20001-1041 District of Columbia Government #110001463972 WGD Firm	12.67	11.62	9.61	6.88	5.19	4.55	4.54	4.54	4.61	5.88	9.13	11.01	2737.10
4530 MacArthur Blvd NW Washington DC 20007 District of Columbia Government #110000070653 WGD Firm	98.24	88.54	69.99	44.81	29.24	23.35	23.25	23.25	23.89	35.66	65.54	82.93	18446.18
2200 Champlain Street NW Washington DC 20009 District of Columbia Government #120001373071 WGD Firm	166.53	146.83	109.15	58.01	26.39	14.42	14.23	14.23	15.53	39.44	100.12	135.43	25421.04
1650 30TH ST SE WASHINGTON DC 20020-3702 District of Columbia Government #110000327459 WGD Firm	223.37	195.36	141.79	69.08	24.12	7.10	6.84	6.84	8.68	42.68	128.96	179.15	31253.17

*The estimated volumes are the best natural gas usage estimates for the Buyer and represent the aggregation of all accounts being served under this confirmation.
52488.236942.001 WGL Energy Services Natural Gas Purchase and Sales Agreement, Exhibit A Firm Gas Confirmation

Initials: _____
Page 12

Customer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual therm
District of Columbia Government #120000567079 WGD Firm 1503 10TH ST NW WASHINGTON DC 20001-3217	181.65	158.15	113.21	52.21	14.50	0.22	0.00	0.00	1.54	30.06	102.45	144.55	24123.87
District of Columbia Government #120000997482 WGD Firm 1310 CHILDRESS ST NE WASHINGTON DC 20002-2504	32.26	28.09	20.11	9.27	2.57	0.04	0.00	0.00	0.27	5.34	18.19	25.67	4284.07
District of Columbia Government #110000765567 WGD Firm 4225 6TH ST SE GEN WASHINGTON DC 20032-3613	0.59	0.59	0.59	0.59	0.59	0.59	0.59	0.59	0.59	0.59	0.59	0.59	215.35
District of Columbia Government #120000643334 WGD Firm 35 K ST NE WASHINGTON DC 20002-4216	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
District of Columbia Government #120001532072 WGD Firm 1001 MONROE ST NE BLRM WASHINGTON DC 20017	195.89	170.55	122.09	56.31	15.63	0.24	0.00	0.00	1.66	32.42	110.48	155.89	26015.62
District of Columbia Government #120000952867 WGD Firm 1861 CORCORAN ST NE WASHINGTON DC 20002-1607	8.79	7.74	5.73	2.99	1.31	0.67	0.66	0.66	0.72	2.00	5.25	7.13	1320.30
District of Columbia Government #120001180153 WGD Firm 4450 WISCONSIN AVE NW WASHINGTON DC 20016-2142	31.68	27.58	19.74	9.11	2.53	0.04	0.00	0.00	0.27	5.24	17.87	25.21	4207.34
District of Columbia Government #120001094370 WGD Firm 2501 11TH ST NW WASHINGTON DC 20001-3923	194.56	170.28	123.83	60.78	21.80	7.04	6.81	6.81	8.40	37.88	112.70	156.22	27420.65
District of Columbia Government #120001409099 WGD Firm 400 MISSISSIPPI AVE SE WASHINGTON DC 20032	3.00	2.88	2.67	2.38	2.20	2.13	2.13	2.13	2.13	2.27	2.62	2.82	892.26
District of Columbia Government #120000087771 WGD Firm 2601 NAYLOR RD SE WASHINGTON DC 20020-7261	44.34	38.97	28.68	14.73	6.10	2.83	2.78	2.78	3.13	9.66	26.22	35.86	6534.66
District of Columbia Government #120000701231 WGD Firm 1100 KENYON ST NW WASHINGTON DC 20010	58.62	52.00	39.35	22.17	11.55	7.53	7.47	7.47	7.90	15.93	36.31	48.17	9518.66
District of Columbia Government #110002006028 (N) WGD Firm 1725 Lincoln Rd NE WASHINGTON DC 20002	171.77	149.55	107.05	49.37	13.71	0.21	0.00	0.00	1.46	28.43	96.87	136.69	22811.85
District of Columbia Government #120001353958 WGD Firm 3170 V ST NE WASHINGTON DC 20018-1523	74.85	65.34	47.15	22.46	7.19	1.41	1.32	1.32	1.95	13.49	42.79	59.84	10247.78
District of Columbia Government #120000832358 WGD Firm 2455 ALABAMA AVE SE WASHINGTON DC 20020-2700	80.22	69.84	49.99	23.06	6.40	0.10	0.00	0.00	0.68	13.28	45.24	63.83	10653.24
District of Columbia Government #120001842695 WGD Firm 500 F ST NW WASHINGTON DC 20001-2731	91.74	80.16	58.01	27.95	9.37	2.33	2.22	2.22	2.98	17.04	52.71	73.46	12699.44
District of Columbia Government #120001015987 WGD Firm 850 26TH ST NE WASHINGTON DC 20002-3262	772.53	672.59	481.47	222.06	61.66	0.94	0.00	0.00	6.56	127.85	435.68	614.76	102596.09

*The estimated volumes are the best natural gas usage estimates for the Buyer and represent the aggregation of all accounts being served under this confirmation.
52488.236942.001 WGL Energy Services Natural Gas Purchase and Sales Agreement, Exhibit A Firm Gas Confirmation

Initials: _____
Page 13

Customer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual therm
District of Columbia Government #120001332580 WGD Firm 1805 BLADENSBURG RD NE WASHINGTON DC 20002-1807	121.78	106.03	75.90	35.00	9.72	0.15	0.00	0.00	1.03	20.15	68.68	96.91	16172.90
District of Columbia Government #110000582822 WGD Firm 6201 BANKS PL NE WASHINGTON DC 20019-7915	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	10.95
District of Columbia Government #120001234638 WGD Firm 1448 IRVING ST NW WASHINGTON DC 20010-2804	36.36	32.68	25.63	16.07	10.15	7.91	7.88	7.88	8.12	12.59	23.94	30.54	6658.17
District of Columbia Government #120000406237 WGD Firm 101 M ST SW FUR WASHINGTON DC 20024	105.50	91.86	65.75	30.33	8.42	0.13	0.00	0.00	0.90	17.46	59.50	83.96	14011.67
District of Columbia Government #120000188488 WGD Firm 972 OHIO DR SW BATH WASHINGTON DC 20024	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
District of Columbia Government #120001066527 WGD Firm 629 I ST NE WASHINGTON DC 20002	137.10	119.96	87.17	42.66	15.15	4.73	4.57	4.57	5.69	26.50	79.31	110.03	19268.37
District of Columbia Government #120000640587 WGD Firm 4201 6TH ST SE WASHINGTON DC 20032	43.57	38.50	28.79	15.61	7.47	4.38	4.34	4.34	4.67	10.83	26.46	35.56	6793.50
District of Columbia Government #120001635693 WGD Firm 1200 CLIFTON ST NW BLRM WASHINGTON DC 20009	310.58	276.59	211.59	123.36	68.81	48.16	47.84	47.84	50.07	91.32	196.02	256.92	52354.72
District of Columbia Government #120001420294 WGD Firm 500 CEDAR ST NW WASHINGTON DC 20012	37.19	32.56	23.72	11.71	4.29	1.48	1.44	1.44	1.74	7.35	21.60	29.89	5272.50
District of Columbia Government #120001623277 WGD Firm 4820 HOWARD ST NW WASHINGTON DC 20016-1826	13.32	11.81	8.94	5.03	2.62	1.71	1.69	1.69	1.79	3.62	8.25	10.94	2161.50
District of Columbia Government #120000196432 WGD Firm 225 7TH ST SE STE 1 WASHINGTON DC 20003	99.11	86.29	61.77	28.49	7.91	0.12	0.00	0.00	0.84	16.40	55.89	78.87	13162.18
District of Columbia Government #120001169255 WGD Firm 1312 G ST SE WASHINGTON DC 20003	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	54.75
District of Columbia Government #120001566583 WGD Firm 320 KENNEDY ST NW WASHINGTON DC 20011-6512	43.02	37.45	26.81	12.36	3.43	0.05	0.00	0.00	0.37	7.12	24.26	34.23	5712.71
District of Columbia Government #120000684841 WGD Firm 1801 MINNESOTA AVE SE WH WASHINGTON DC 20020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
District of Columbia Government #110000979051 WGD Firm 1100 50TH PL NE WASHINGTON DC 20019	91.48	80.42	59.28	30.59	12.85	6.13	6.03	6.03	6.75	20.17	54.22	74.03	13548.43
District of Columbia Government #110000706538 WGD Firm 4800 MEADE ST NE FUR WASHINGTON DC 20019-3948	326.67	285.88	207.86	101.97	36.49	11.71	11.33	11.33	14.00	63.51	189.17	262.27	46013.40

*The estimated volumes are the best natural gas usage estimates for the Buyer and represent the aggregation of all accounts being served under this confirmation.
52488.236942.001 WGL Energy Services Natural Gas Purchase and Sales Agreement, Exhibit A Firm Gas Confirmation

Customer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual therm
#120000380572 WGD Firm 426 DECATUR ST NW GEN WASHINGTON DC 20011 District of Columbia Government	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	65.70
#120001226139 WGD Firm 1925 FRANKLIN ST NE WASHINGTON DC 20018 District of Columbia Government	142.12	124.38	90.44	44.37	15.89	5.10	4.94	4.94	6.10	27.64	82.31	114.11	20021.52
#110000426152 WGD Firm 2130 QUEENS CHAPEL RD NE DOC WASHINGTON DC 20018-3608 District of Columbia Government	67.09	58.52	42.12	19.87	6.11	0.91	0.82	0.82	1.39	11.79	38.20	53.56	9101.27
#120000869574 WGD Firm 115 T ST NE WASHINGTON DC 20002 District of Columbia Government	254.31	221.41	158.50	73.10	20.30	0.31	0.00	0.00	2.16	42.09	143.42	202.37	33773.85
#110002120159 (N) WGD Firm 2230 Adams PI NE WASHINGTON DC 20018 District of Columbia Government	4.07	3.54	2.54	1.17	0.32	0.00	0.00	0.00	0.03	0.67	2.29	3.24	539.86
#120001422316 WGD Firm 3610 WARDER ST NW WASHINGTON DC 20010 District of Columbia Government	52.51	45.78	32.91	15.44	4.64	0.55	0.49	0.49	0.93	9.10	29.83	41.89	7087.27
#120000375184 WGD Firm 1 I ST SW WASHINGTON DC 20024-4201 District of Columbia Government	31.35	27.48	20.07	10.02	3.81	1.45	1.42	1.42	1.67	6.37	18.30	25.24	4492.72
#120001329032 WGD Firm 712 10TH ST SE WASHINGTON DC 20003 District of Columbia Government	120.33	104.76	74.99	34.59	9.60	0.15	0.00	0.00	1.02	19.91	67.86	95.75	15979.86
#110001213153 WGD Firm 3318 Idaho Ave NW HSE Washington DC 20016 District of Columbia Government	29.91	27.32	22.35	15.62	11.46	9.88	9.86	9.86	10.03	13.17	21.17	25.81	6260.98
#120001706684 WGD Firm 1200 S ST NW WASHINGTON DC 20009 District of Columbia Government	88.18	77.39	56.76	28.75	11.43	4.87	4.77	4.77	5.48	18.57	51.81	71.15	12818.75
#120000728119 WGD Firm 200 I ST SE WASHINGTON DC 20003-3317 District of Columbia Government	78.62	68.92	50.37	25.19	9.62	3.73	3.64	3.64	4.27	16.05	45.93	63.31	11286.11
#120000896577 WGD Firm 2720 MARTIN LUTHER KING JR AVE SE WASHINGTON DC 20032 District of Columbia Government	7.45	7.30	7.02	6.63	6.38	6.29	6.29	6.29	6.30	6.48	6.95	7.22	2450.53
#120001502976 WGD Firm 601 MISSISSIPPI AVE SE WASHINGTON DC 20032 District of Columbia Government	11.78	11.71	11.56	11.37	11.25	11.20	11.20	11.20	11.20	11.30	11.53	11.66	4165.33
#120000994836 WGD Firm 1100 ALABAMA AVE SE KIT WASHINGTON DC 20032 District of Columbia Government	5.37	5.30	5.15	4.96	4.84	4.79	4.79	4.79	4.80	4.89	5.12	5.25	1825.98
#120000214904 WGD Firm 1547 ALABAMA AVE SE WASHINGTON DC 20032-5054 District of Columbia Government	18.60	16.19	11.59	5.35	1.48	0.02	0.00	0.00	0.16	3.08	10.49	14.80	2469.97
#110000318102 WGD Firm 6825 Georgia Ave NW GEN Washington DC 20012 District of Columbia Government	0.65	0.61	0.54	0.44	0.38	0.36	0.36	0.36	0.36	0.41	0.52	0.59	169.47
#120000577870 WGD Firm	38.61	33.87	24.81	12.51	4.91	2.03	1.99	1.99	2.30	8.05	22.64	31.13	5588.95

*The estimated volumes are the best natural gas usage estimates for the Buyer and represent the aggregation of all accounts being served under this confirmation.
52488.236942.001 WGL Energy Services Natural Gas Purchase and Sales Agreement, Exhibit A Firm Gas Confirmation

Customer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual therm
1765 LANIER PL NW WASHINGTON DC 20009 District of Columbia Government #110000730710 WGD Firm	4.47	4.10	3.38	2.40	1.80	1.57	1.57	1.57	1.59	2.05	3.20	3.88	957.92
1901 E ST SE GEN WASHINGTON DC 20003-2528 District of Columbia Government #110001414876 WGD Firm	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5100 Southern Ave SE, Washington DC 20019 District of Columbia Government #120000469235 WGD Firm	11.69	10.34	7.75	4.23	2.06	1.24	1.23	1.23	1.32	2.96	7.13	9.55	1837.69
1555 34TH ST NW WASHINGTON DC 20007 District of Columbia Government #110000603875 WGD Firm	47.33	41.66	30.80	16.06	6.95	3.50	3.45	3.45	3.82	10.71	28.20	38.37	7086.74
400 E ST SW GEN WASHINGTON DC 20024 District of Columbia Government #120001428818 WGD Firm	0.54	0.54	0.54	0.54	0.54	0.54	0.54	0.54	0.54	0.54	0.54	0.54	197.10
4409 ARKANSAS AVE NW POOL WASHINGTON DC 20011 District of Columbia Government #120001142740 WGD Firm	254.14	222.41	161.72	79.35	28.42	9.14	8.84	8.84	10.92	49.44	147.18	204.05	35804.13
1565 MORRIS RD SE WASHINGTON DC 20020-4435 District of Columbia Government #120001053673 WGD Firm	49.33	43.24	31.59	15.78	6.00	2.30	2.24	2.24	2.64	10.03	28.80	39.71	7071.66
2813 PENNSYLVANIA AVE SE WASHINGTON DC 20020-3834 District of Columbia Government #120001739206 WGD Firm	43.02	37.45	26.81	12.36	3.43	0.05	0.00	0.00	0.37	7.12	24.26	34.23	5712.71
915 GALLATIN ST NW WASHINGTON DC 20011 District of Columbia Government #120001427588 WGD Firm	250.82	218.38	156.32	72.10	20.02	0.30	0.00	0.00	2.13	41.51	141.46	199.60	33310.71
4426 13TH ST NW WASHINGTON DC 20011 District of Columbia Government #120001824438 WGD Firm	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1321 NICHOLSON ST NW GEN WASHINGTON DC 20011 District of Columbia Government #110001004008 WGD Firm	93.66	82.16	60.16	30.29	11.83	4.83	4.73	4.73	5.48	19.45	54.88	75.50	13536.74
801 7th Street SW Washington DC 20024-2473 District of Columbia Government #110000979044 WGD Firm	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	14.60
1100 50TH PL NE GEN WASHINGTON DC 20019 District of Columbia Government #120001315775 WGD Firm	230.12	215.38	187.19	148.94	125.28	116.33	116.19	116.19	117.15	135.04	180.44	206.85	57539.10
1899 9TH ST NE WASHINGTON DC 20018-1001 District of Columbia Government #120000374963 WGD Firm	1.68	1.68	1.68	1.68	1.68	1.68	1.68	1.68	1.68	1.68	1.68	1.68	613.20
15 I ST SW POOL WASHINGTON DC 20024 District of Columbia Government #110001451985 WGD Firm	34.48	30.19	21.99	10.87	3.99	1.38	1.34	1.34	1.62	6.83	20.03	27.71	4890.40
2500 14th St NW Washington DC 20009 District of Columbia Government #120001686530 WGD Firm	192.40	167.52	119.91	55.31	15.36	0.23	0.00	0.00	1.63	31.84	108.51	153.11	25552.18

*The estimated volumes are the best natural gas usage estimates for the Buyer and represent the aggregation of all accounts being served under this confirmation.
52488.236942.001 WGL Energy Services Natural Gas Purchase and Sales Agreement, Exhibit A Firm Gas Confirmation

Customer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual therm
601 ALABAMA AVE SE WASHINGTON DC 20032 District of Columbia Government #120001464540 WGD Firm	14.82	12.91	9.24	4.26	1.18	0.02	0.00	0.00	0.13	2.45	8.36	11.80	1968.77
4500 Q ST NW WASHINGTON DC 20007-2536 District of Columbia Government #120001515374 WGD Firm	51.44	44.79	32.06	14.79	4.11	0.06	0.00	0.00	0.44	8.51	29.01	40.94	6831.98
400 MISSISSIPPI AVE SE FUR WASHINGTON DC 20032 District of Columbia Government #120001721782 WGD Firm	8.43	7.34	5.25	2.42	0.67	0.01	0.00	0.00	0.07	1.39	4.75	6.71	1118.97
1353 CEDAR CT NW WASHINGTON DC 20009 District of Columbia Government #120000948329 WGD Firm	90.39	84.22	72.43	56.42	46.53	42.78	42.72	42.72	43.13	50.61	69.60	80.65	21923.61
800 MOUNT VERNON PL NW WASHINGTON DC 20001 District of Columbia Government #120001259031 WGD Firm	530.27	463.39	335.47	161.84	54.49	13.85	13.22	13.22	17.61	98.79	304.82	424.68	73492.86
1625 16TH ST SE FUR WASHINGTON DC 20020 District of Columbia Government #120000613469 WGD Firm	109.21	95.98	70.67	36.31	15.07	7.03	6.91	6.91	7.77	23.84	64.60	88.32	16107.57
1700 Q ST SE WASHINGTON DC 20020-5518 District of Columbia Government #110001751327 WGD Firm	15.35	13.59	10.21	5.62	2.78	1.71	1.69	1.69	1.81	3.95	9.40	12.56	2431.85
1650 30th St SE, CTR, Washington DC 20020 District of Columbia Government #110001150520 WGD Firm	4.94	4.30	3.08	1.42	0.39	0.01	0.00	0.00	0.04	0.82	2.79	3.93	656.16
6315 5TH ST NW BLRM WASHINGTON DC 20011 District of Columbia Government #110000645918 WGD Firm	17.80	15.51	11.12	5.17	1.49	0.10	0.07	0.07	0.22	3.01	10.07	14.18	2381.02
5200 SHERIER PL NW WASHINGTON DC 20016-3324 District of Columbia Government #120000940649 WGD Firm	104.58	104.58	104.58	104.58	104.58	104.58	104.58	104.58	104.58	104.58	104.58	104.58	38171.70
801 MOUNT VERNON PL NW WASHINGTON DC 20001 District of Columbia Government #110001878187 WGD Firm	77.60	67.75	48.91	23.34	7.53	1.54	1.45	1.45	2.10	14.05	44.39	62.05	10642.34
3500 M L King Jr Ave SE Washington DC 20032 District of Columbia Government #120001392204 WGD Firm	76.42	67.85	51.45	29.20	15.44	10.23	10.15	10.15	10.71	21.12	47.52	62.89	12505.82
503 NEWTON PL NW WASHINGTON DC 20010 District of Columbia Government #120001385075 WGD Firm	92.86	81.54	59.90	30.52	12.35	5.48	5.37	5.37	6.11	19.85	54.71	74.99	13579.11
6950 PINEY BRANCH RD NW WASHINGTON DC 20012 District of Columbia Government #120000376141 WGD Firm	180.57	158.35	115.85	58.17	22.51	9.01	8.80	8.80	10.26	37.23	105.67	145.49	26023.85
1001 HALF ST SW WASHINGTON DC 20024-3611 District of Columbia Government #120001055066 WGD Firm	80.30	70.15	50.74	24.39	8.09	1.92	1.83	1.83	2.50	14.82	46.09	64.28	11089.79
1201 NEW YORK AVE NE WASHINGTON DC 20002-1618 District of Columbia Government #110001150538 WGD Firm	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	255.50
6315 5TH ST NW GEN WASHINGTON DC 20011													

*The estimated volumes are the best natural gas usage estimates for the Buyer and represent the aggregation of all accounts being served under this confirmation.
52488.236942.001 WGL Energy Services Natural Gas Purchase and Sales Agreement, Exhibit A Firm Gas Confirmation

Customer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual therm
District of Columbia Government #120000456133 WGD Firm 201 50TH ST SE WASHINGTON DC 20019	282.71	246.88	178.36	85.35	27.84	6.07	5.73	5.73	8.08	51.57	161.94	226.15	38876.63
District of Columbia Government #110000886314 WGD Firm 2215 ADAMS PL NE WASHINGTON DC 20018-3622	60.02	52.28	37.46	17.36	4.93	0.22	0.15	0.15	0.66	10.06	33.91	47.79	8005.70
District of Columbia Government #110000765591 WGD Firm 4225 6TH ST SE HSE WASHINGTON DC 20032-3613	45.12	40.42	31.43	19.23	11.69	8.83	8.79	8.79	9.10	14.80	29.28	37.70	8032.88
District of Columbia Government #120001802137 WGD Firm 5001 DANA PL NW WASHINGTON DC 20016-3499	96.78	84.26	60.32	27.82	7.72	0.12	0.00	0.00	0.82	16.02	54.58	77.02	12853.14
District of Columbia Government #120000868295 WGD Firm 151 T ST NE WASHINGTON DC 20002-1519	688.97	617.76	481.57	296.72	182.42	139.16	138.49	138.49	143.16	229.59	448.94	576.54	123654.85
District of Columbia Government #120000855276 WGD Firm 5601 CONNECTICUT AVE NW WASHINGTON DC 20015-2603	173.31	150.97	108.26	50.29	14.45	0.88	0.67	0.67	2.13	29.24	98.03	138.05	23171.21
District of Columbia Government #120001211164 WGD Firm 750 PARK RD NW WASHINGTON DC 20010-1518	60.45	52.63	37.68	17.38	4.82	0.07	0.00	0.00	0.51	10.00	34.09	48.11	8028.00
District of Columbia Government #120001193669 WGD Firm 1630 7TH ST NW WASHINGTON DC 20001-3249	3.44	3.10	2.46	1.58	1.03	0.83	0.82	0.82	0.85	1.26	2.30	2.91	648.54
District of Columbia Government #120001672548 WGD Firm 439 NEW JERSEY AVE NW WASHINGTON DC 20001-2001	31.11	27.35	20.15	10.40	4.36	2.08	2.04	2.04	2.29	6.85	18.43	25.17	4605.12
District of Columbia Government #120000087268 WGD Firm 2603 NAYLOR RD SE WASHINGTON DC 20020-7261	23.75	21.34	16.74	10.50	6.63	5.17	5.15	5.15	5.31	8.23	15.64	19.95	4349.72
District of Columbia Government #110000327442 WGD Firm 1680 35TH ST NW GEN WASHINGTON DC 20007	1.02	0.98	0.91	0.81	0.75	0.73	0.73	0.73	0.73	0.78	0.89	0.96	304.52
District of Columbia Government #120000208823 WGD Firm 2801 CALVERT ST NW WASHINGTON DC 20008-2666	43.45	38.11	27.90	14.04	5.47	2.23	2.18	2.18	2.53	9.01	25.45	35.02	6276.09
District of Columbia Government #120000977880 WGD Firm 301 VAN BUREN ST NW WASHINGTON DC 20012	9.30	8.10	5.80	2.67	0.74	0.01	0.00	0.00	0.08	1.54	5.25	7.40	1235.28
District of Columbia Government #120001064274 WGD Firm 1725 15TH ST NE WASHINGTON DC 20002-1846	159.56	138.92	99.45	45.86	12.74	0.19	0.00	0.00	1.35	26.41	89.99	126.98	21190.80
District of Columbia Government #110001670907 WGD Firm 5401 S Dakota Ave NE, Washington DC 20011	20.25	18.52	15.22	10.73	7.95	6.90	6.88	6.88	7.00	9.10	14.42	17.52	4287.86
District of Columbia Government #110001077574 WGD Firm 301 FRANKLIN ST NE WASHINGTON DC 20002	53.48	46.56	33.33	15.37	4.27	0.06	0.00	0.00	0.45	8.85	30.16	42.56	7102.07

*The estimated volumes are the best natural gas usage estimates for the Buyer and represent the aggregation of all accounts being served under this confirmation.
52488.236942.001 WGL Energy Services Natural Gas Purchase and Sales Agreement, Exhibit A Firm Gas Confirmation

Initials: _____
Page 18

Customer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual therm
District of Columbia Government #120000771242 WGD Firm 2550 BENNING RD NE GEN WASHINGTON DC 20002	0.34	0.34	0.34	0.34	0.34	0.34	0.34	0.34	0.34	0.34	0.34	0.34	124.10
District of Columbia Government #120001422522 WGD Firm 700 PRINCETON PL NW WASHINGTON DC 20010-1607	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
District of Columbia Government #120001064837 WGD Firm 2175 W VIRGINIA AVE NE WASHINGTON DC 20002	81.96	71.36	51.08	23.56	6.54	0.10	0.00	0.00	0.70	13.56	46.22	65.22	10884.64
District of Columbia Government #120001062617 WGD Firm 1833 W VIRGINIA AVE NE A WASHINGTON DC 20002	238.16	208.46	151.66	74.55	26.88	8.83	8.56	8.56	10.50	46.55	138.05	191.27	33615.62
District of Columbia Government #120001416235 WGD Firm 1800 ANACOSTIA DR SE POOL WASHINGTON DC 20020-6725	51.82	45.58	33.64	17.44	7.43	3.63	3.57	3.57	3.98	11.56	30.78	41.97	7711.50
District of Columbia Government #120001585351 WGD Firm 1919 15TH ST SE WASHINGTON DC 20020-4818	59.81	53.23	40.65	23.57	13.01	9.01	8.95	8.95	9.38	17.36	37.63	49.42	10020.79
District of Columbia Government #120000960084 WGD Firm 1860 KENDALL ST NE WASHINGTON DC 20002-1606	0.22	0.22	0.22	0.22	0.22	0.22	0.22	0.22	0.22	0.22	0.22	0.22	80.30
District of Columbia Government #110001453965 WGD Firm 1899 9th St NE, GEN Washington DC 20018	0.90	0.87	0.79	0.70	0.64	0.61	0.61	0.61	0.62	0.66	0.78	0.84	262.21
District of Columbia Government #110002066196 (N) WGD Firm 3330 V St NE WASHINGTON DC 20018	69.75	60.73	43.47	20.05	5.57	0.08	0.00	0.00	0.59	11.54	39.34	55.51	9263.28
District of Columbia Government #120000389144 WGD Firm 1900 MASSACHUSETTS AVE SE BLRM WASHINGTON DC 20003	5540.04	5138.24	4369.79	3326.77	2681.86	2437.72	2433.95	2433.95	2460.32	2947.99	4185.69	4905.70	1300897.40
District of Columbia Government #120001874656 WGD Firm 830 RIDGE RD SE WASHINGTON DC 20019	47.14	41.12	29.62	14.00	4.35	0.69	0.63	0.63	1.03	8.33	26.86	37.64	6407.30
District of Columbia Government #120001165485 WGD Firm 1338 G ST SE REAR WASHINGTON DC 20003	18.77	16.55	12.31	6.55	2.99	1.64	1.62	1.62	1.76	4.46	11.29	15.26	2868.53
District of Columbia Government #110001592440 WGD Firm 2700 M L K Jr Ave SE, WINGA, Washington DC 20032	329.81	288.26	208.81	100.96	34.28	9.04	8.65	8.65	11.38	61.80	189.77	264.22	45808.60
District of Columbia Government #120000639647 WGD Firm 2225 5TH ST NE WASHINGTON DC 20002-1227	23.38	20.41	14.73	7.02	2.26	0.45	0.42	0.42	0.62	4.22	13.37	18.69	3203.00
District of Columbia Government #120000137469 WGD Firm 1230 SUMNER RD SE REC WASHINGTON DC 20020	279.52	250.35	194.55	118.81	71.99	54.26	53.99	53.99	55.90	91.31	181.18	233.46	49657.41
District of Columbia Government #110000071719 WGD Firm 1018 13th Street NW Washington DC 20005	45.50	43.32	39.15	33.49	29.99	28.67	28.65	28.65	28.79	31.44	38.15	42.06	12694.60

*The estimated volumes are the best natural gas usage estimates for the Buyer and represent the aggregation of all accounts being served under this confirmation.
52488.236942.001 WGL Energy Services Natural Gas Purchase and Sales Agreement, Exhibit A Firm Gas Confirmation

Initials: _____
Page 19

Customer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual therm
#120001440243 WGD Firm 3610 WARDER ST NW POOL WASHINGTON DC 20010 District of Columbia Government	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	10.95
#120000603437 WGD Firm 2517 17TH ST NW WASHINGTON DC 20009 District of Columbia Government	159.56	138.92	99.45	45.86	12.74	0.19	0.00	0.00	1.35	26.41	89.99	126.98	21190.80
#120000787321 WGD Firm 5500 EADS ST NE WASHINGTON DC 20019 District of Columbia Government	305.84	269.60	200.28	106.20	48.03	26.01	25.67	25.67	28.04	72.03	183.68	248.62	46577.04
#110002066634 (N) WGD Firm 1351 Alabama Ave SE #GEN GEN WASHINGTON DC 20032 District of Columbia Government	1.10	1.02	0.88	0.69	0.56	0.52	0.52	0.52	0.52	0.61	0.85	0.98	266.23
#110000766623 WGD Firm 5505 5TH ST NW WASHINGTON DC 20011-6513 District of Columbia Government	8.24	7.86	7.14	6.17	5.56	5.33	5.33	5.33	5.35	5.81	6.97	7.64	2331.23
#120000523692 WGD Firm 611 N ST NW WASHINGTON DC 20001-3421 District of Columbia Government	1.28	1.28	1.28	1.28	1.28	1.28	1.28	1.28	1.28	1.28	1.28	1.28	467.20
#120001085048 WGD Firm 503 SHERIDAN ST NW WASHINGTON DC 20011 District of Columbia Government	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
#120001289954 WGD Firm 1299 NEAL ST NE A WASHINGTON DC 20002 District of Columbia Government	122.07	106.28	76.08	35.09	9.74	0.15	0.00	0.00	1.04	20.20	68.84	97.14	16211.57
#110001028155 WGD Firm 1700 RHODE ISLAND AVE NE GEN WASHINGTON DC 20018 District of Columbia Government	82.61	72.61	53.48	27.52	11.47	5.39	5.30	5.30	5.95	18.09	48.90	66.82	12201.05
#120000656542 WGD Firm 801 SHEPHERD ST NW WASHINGTON DC 20011-5822 District of Columbia Government	194.73	169.54	121.36	55.97	15.54	0.24	0.00	0.00	1.65	32.23	109.82	154.96	25860.94
#120000211306 WGD Firm 1400 Bruce PI SE, BLRM, WASHINGTON DC 20020 District of Columbia Government	467.04	406.70	291.29	134.65	37.79	1.13	0.56	0.56	4.52	77.76	263.64	371.77	62155.67
#120001289673 WGD Firm 1299 NEAL ST NE B WASHINGTON DC 20002 District of Columbia Government	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	127.75
#120000564852 WGD Firm 3117 19TH ST SE POOL WASHINGTON DC 20020 District of Columbia Government	3.78	3.29	2.35	1.09	0.30	0.00	0.00	0.00	0.03	0.63	2.13	3.01	501.79
#120000901971 WGD Firm 4201 MINNESOTA AVE NE WASHINGTON DC 20019-2706 District of Columbia Government	28.19	24.55	17.57	8.10	2.25	0.03	0.00	0.00	0.24	4.67	15.90	22.43	3743.91
#120001209770 WGD Firm 2635 18TH ST NE WASHINGTON DC 20018 District of Columbia Government	13.26	11.72	8.77	4.77	2.29	1.36	1.34	1.34	1.44	3.32	8.06	10.83	2072.71
#120000187027 WGD Firm 4925 SARGENT RD NE WASHINGTON DC 20017-2862 District of Columbia Government	5.09	4.45	3.23	1.57	0.54	0.15	0.15	0.15	0.19	0.97	2.93	4.08	710.31
#120001093166 WGD Firm	61.49	53.59	38.49	18.00	5.33	0.53	0.45	0.45	0.97	10.56	34.88	49.02	8271.41

*The estimated volumes are the best natural gas usage estimates for the Buyer and represent the aggregation of all accounts being served under this confirmation.
52488.236942.001 WGL Energy Services Natural Gas Purchase and Sales Agreement, Exhibit A Firm Gas Confirmation

Customer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual therm
1812 ERIE ST SE REC WASHINGTON DC 20020 District of Columbia Government #110001645941 WGD Firm 3301 Lowell St NW, Washington DC 20008	43.61	38.39	28.39	14.83	6.44	3.26	3.21	3.21	3.56	9.90	26.00	35.36	6538.14
District of Columbia Government #120001577283 WGD Firm 501 RIGGS RD NE WASHINGTON DC 20011-2504	0.17	0.17	0.17	0.17	0.17	0.17	0.17	0.17	0.17	0.17	0.17	0.17	62.05
District of Columbia Government #120001389101 WGD Firm 1300 NEW JERSEY AVE NW WASHINGTON DC 20001-1228	82.10	72.74	54.83	30.53	15.50	9.82	9.73	9.73	10.34	21.71	50.54	67.32	13162.14
District of Columbia Government #120001377965 WGD Firm 701 MISSISSIPPI AVE SE WASHINGTON DC 20032-4107	161.02	140.19	100.35	46.28	12.85	0.20	0.00	0.00	1.37	26.65	90.81	128.13	21384.12
District of Columbia Government #120001063367 WGD Firm 1827 W VIRGINIA AVE NE WASHINGTON DC 20002	158.15	139.62	104.17	56.05	26.30	15.04	14.87	14.87	16.08	38.58	95.68	128.89	24455.59
District of Columbia Government #110001883518 WGD Firm 4400 Brooks St NE, Washington DC 20019	71.32	63.20	47.67	26.59	13.56	8.62	8.54	8.54	9.08	18.93	43.95	58.50	11455.66
District of Columbia Government #120001137328 WGD Firm 1413 GIRARD ST NW LNDY WASHINGTON DC 20009	2.13	2.05	1.91	1.71	1.59	1.54	1.54	1.54	1.55	1.64	1.87	2.01	640.66
District of Columbia Government #120001149513 WGD Firm 1005 5TH ST NE WASHINGTON DC 20002	9.94	8.93	6.98	4.35	2.72	2.10	2.09	2.09	2.16	3.39	6.52	8.34	1805.99
District of Columbia Government #110001576427 WGD Firm 925 Rhode Island Ave NW Washington DC 20001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
District of Columbia Government #120001301585 WGD Firm 1701 GALES ST NE WASHINGTON DC 20002-7205	108.33	95.18	70.01	35.85	14.73	6.73	6.61	6.61	7.47	23.44	63.98	87.56	15921.93
District of Columbia Government #120001782289 WGD Firm 1325 VAN BUREN ST NW WASHINGTON DC 20012	1.17	1.17	1.17	1.17	1.17	1.17	1.17	1.17	1.17	1.17	1.17	1.17	427.05
District of Columbia Government #120001322276 WGD Firm 3531 GEORGIA AVE NW WASHINGTON DC 20010-1707	38.36	33.40	23.91	11.03	3.06	0.05	0.00	0.00	0.33	6.35	21.64	30.53	5095.21
District of Columbia Government #120000192126 WGD Firm 2001A E CAPITOL ST SE BLRM WASHINGTON DC 20003	1021.55	890.60	640.15	300.22	90.04	10.47	9.24	9.24	17.84	176.77	580.15	814.81	137813.00
District of Columbia Government #120001888094 WGD Firm 2400 SHANNON PL SE WASHINGTON DC 20020-5820	250.82	222.39	168.03	94.25	48.63	31.36	31.09	31.09	32.96	67.45	155.01	205.94	40528.87
District of Columbia Government #120000557229 WGD Firm 3264 STANTON RD SE WASHINGTON DC 20020-2910	185.39	161.78	116.62	55.33	17.43	3.09	2.87	2.87	4.42	33.07	105.80	148.11	25286.20
District of Columbia Government #120000726717 WGD Firm	460.38	400.82	286.92	132.33	36.74	0.56	0.00	0.00	3.91	76.19	259.64	366.36	61140.45

*The estimated volumes are the best natural gas usage estimates for the Buyer and represent the aggregation of all accounts being served under this confirmation.
52488.236942.001 WGL Energy Services Natural Gas Purchase and Sales Agreement, Exhibit A Firm Gas Confirmation

Customer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual therm
1401 MICHIGAN AVE NE WASHINGTON DC 20017-2735 District of Columbia Government #110001430377 WGD Firm 900 Wesley Pl NW Washington DC 20024	22.38	19.48	13.95	6.43	1.79	0.03	0.00	0.00	0.19	3.70	12.62	17.81	2972.07
District of Columbia Government #120000482766 WGD Firm 100 42ND ST NE WASHINGTON DC 20019-4515	109.93	95.79	68.75	32.06	9.37	0.78	0.65	0.65	1.57	18.73	62.28	87.61	14749.21
District of Columbia Government #120000388344 WGD Firm 3160 16TH ST NW WASHINGTON DC 20010-3383	45.34	39.47	28.26	13.03	3.62	0.05	0.00	0.00	0.38	7.50	25.57	36.08	6020.86
District of Columbia Government #120000363693 WGD Firm 4430 NEWARK ST NW WASHINGTON DC 20016-2737	61.38	54.65	41.78	24.31	13.51	9.42	9.36	9.36	9.80	17.97	38.70	50.76	10324.82
District of Columbia Government #120001321799 WGD Firm 3149 16TH ST NW WASHINGTON DC 20010-3302	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	10.95
District of Columbia Government #120001076641 WGD Firm 1200 L ST NW WASHINGTON DC 20005	171.19	149.04	106.69	49.21	13.66	0.21	0.00	0.00	1.45	28.33	96.54	136.23	22734.52
District of Columbia Government #120000193017 WGD Firm 1720 E CAPITOL ST NE BLRM WASHINGTON DC 20003	147.54	129.30	94.43	47.10	17.83	6.75	6.58	6.58	7.77	29.91	86.08	118.75	21121.62
District of Columbia Government #120001164264 WGD Firm 660 K ST NE WASHINGTON DC 20002	381.61	332.25	237.84	109.69	30.46	0.46	0.00	0.00	3.24	63.15	215.22	303.68	50680.24
District of Columbia Government #120000675039 WGD Firm 3265 S ST NW WASHINGTON DC 20007-2945	88.54	77.86	57.44	29.72	12.58	6.10	6.00	6.00	6.70	19.66	52.55	71.68	13151.08
District of Columbia Government #120000221982 WGD Firm 1617 U ST NW WASHINGTON DC 20009-6211	33.72	30.08	23.10	13.63	7.78	5.56	5.53	5.53	5.77	10.20	21.43	27.97	5762.67
District of Columbia Government #120000352878 WGD Firm 650 ANACOSTIA AVE NE WASHINGTON DC 20019-1509	103.40	93.17	73.61	47.07	30.65	24.44	24.34	24.34	25.01	37.43	68.93	87.25	19383.88
District of Columbia Government #120000047742 WGD Firm 550 WATER ST SW WASHINGTON DC 20024-2304	68.22	59.88	43.91	22.25	8.85	3.78	3.70	3.70	4.25	14.38	40.09	55.05	9919.85
District of Columbia Government #110001006599 WGD Firm 1250 CONSTITUTION AVE NE WASHINGTON DC 20002	187.88	164.46	119.66	58.86	21.26	7.03	6.81	6.81	8.35	36.78	108.93	150.90	26533.08
District of Columbia Government #120001244116 WGD Firm 1835 EVARTS ST NE WASHINGTON DC 20018-1310	9.01	7.84	5.62	2.59	0.72	0.01	0.00	0.00	0.08	1.49	5.08	7.17	1196.63
District of Columbia Government #120000380242 WGD Firm 426 DECATUR ST NW B WASHINGTON DC 20011	808.56	705.88	509.51	242.97	78.17	15.78	14.82	14.82	21.55	146.17	462.46	646.46	110821.25
District of Columbia Government #110001028148 WGD Firm 1700 RHODE ISLAND AVE NE WASHINGTON DC 20018	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29	105.85

*The estimated volumes are the best natural gas usage estimates for the Buyer and represent the aggregation of all accounts being served under this confirmation.
52488.236942.001 WGL Energy Services Natural Gas Purchase and Sales Agreement, Exhibit A Firm Gas Confirmation

Initials: _____
Page 22

Customer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual therm
District of Columbia Government #120000946398 WGD Firm 20 TUCKERMAN ST NE WASHINGTON DC 20011-1414	79.88	71.30	54.91	32.66	18.90	13.69	13.61	13.61	14.17	24.58	50.98	66.34	13768.13
District of Columbia Government #120001449244 WGD Firm 300 MCMILLAN DR NW WASHINGTON DC 20001	0.45	0.41	0.34	0.24	0.18	0.16	0.16	0.16	0.16	0.21	0.32	0.39	96.47
District of Columbia Government #120001418637 WGD Firm 4665 BLUE PLAINS DR SW WASHINGTON DC 20032	237.22	207.59	150.93	74.03	26.47	8.47	8.20	8.20	10.14	46.10	137.36	190.45	33407.19
District of Columbia Government #120000222154 WGD Firm 410 E ST NE WASHINGTON DC 20002-4927	65.56	57.62	42.45	21.86	9.12	4.30	4.23	4.23	4.75	14.38	38.82	53.03	9688.26
District of Columbia Government #120001351853 WGD Firm 3535 V ST NE WASHINGTON DC 20018-1530	92.10	80.33	57.83	27.28	8.39	1.24	1.13	1.13	1.90	16.19	52.44	73.52	12494.03
District of Columbia Government #110000036803 WGD Firm 4321 ORD ST NE WASHINGTON DC 20019	48.99	42.67	30.59	14.19	4.06	0.22	0.16	0.16	0.57	8.24	27.70	39.01	6542.67
District of Columbia Government #120000235115 WGD Firm 3600 ALABAMA AVE SE WASHINGTON DC 20020-2426	167.03	147.02	108.77	56.85	24.75	12.59	12.40	12.40	13.72	37.99	99.61	135.45	25062.15
District of Columbia Government #120000247250 WGD Firm 1131 SPRING RD NW WASHINGTON DC 20010-1421	28.04	24.99	19.17	11.26	6.37	4.52	4.49	4.49	4.69	8.39	17.77	23.23	4766.50
District of Columbia Government #110000916350 WGD Firm 301 53RD ST SE WASHINGTON DC 20019	142.71	124.62	90.04	43.09	14.07	3.08	2.91	2.91	4.09	26.04	81.75	114.16	19627.70
District of Columbia Government #120001340104 WGD Firm 2210 ADAMS PL NE WASHINGTON DC 20018	36.83	32.81	25.11	14.67	8.21	5.77	5.73	5.73	6.00	10.88	23.27	30.48	6222.05
District of Columbia Government #120001428503 WGD Firm 4401 ARKANSAS AVE NW WASHINGTON DC 20011	12.00	10.46	7.51	3.51	1.04	0.10	0.08	0.08	0.19	2.06	6.81	9.57	1613.72
District of Columbia Government #110000009040 WGD Firm 1901 E ST SE WASHINGTON DC 20003-2528	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	229.95
District of Columbia Government #120001007398 WGD Firm 1400 Bruce PI SE, KIT, WASHINGTON DC 20020	1.79	1.79	1.79	1.79	1.79	1.79	1.79	1.79	1.79	1.79	1.79	1.79	653.35
District of Columbia Government #120000580007 WGD Firm 3412 DENT PL NW WASHINGTON DC 20007-2714	41.26	36.00	25.93	12.27	3.82	0.62	0.57	0.57	0.92	7.30	23.52	32.95	5612.30
District of Columbia Government #120000978177 WGD Firm 300 VAN BUREN ST NW WASHINGTON DC 20012-2717	248.15	224.24	178.51	116.43	78.06	63.53	63.30	63.30	64.87	93.89	167.55	210.40	47654.03
District of Columbia Government #110001213138 WGD Firm 3318 Idaho Ave NW GEN Washington DC 20016	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	29.20

*The estimated volumes are the best natural gas usage estimates for the Buyer and represent the aggregation of all accounts being served under this confirmation.
52488.236942.001 WGL Energy Services Natural Gas Purchase and Sales Agreement, Exhibit A Firm Gas Confirmation

Initials: _____
Page 23

Customer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual therm
District of Columbia Government #120001256375 WGD Firm 651 10TH ST NE WASHINGTON DC 20002-5315	137.52	119.81	85.94	39.97	11.55	0.79	0.62	0.62	1.79	23.28	77.83	109.56	18407.87
District of Columbia Government #120001683545 WGD Firm 200 JOLIET ST SW WASHINGTON DC 20032	73.82	64.27	46.01	21.22	5.89	0.09	0.00	0.00	0.63	12.22	41.63	58.75	9804.05
District of Columbia Government #120000949384 WGD Firm 1000 MOUNT OLIVET RD NE WASHINGTON DC 20002-2210	224.02	198.00	148.24	80.71	38.95	23.14	22.89	22.89	24.60	56.18	136.32	182.94	35066.51
District of Columbia Government #120000637047 WGD Firm 1207 TAYLOR ST NW WASHINGTON DC 20011	12.79	11.13	7.97	3.68	1.02	0.02	0.00	0.00	0.11	2.12	7.21	10.18	1698.72
District of Columbia Government #120001671862 WGD Firm 1299 NEAL ST NE COLE WASHINGTON DC 20002	0.98	0.86	0.65	0.36	0.18	0.11	0.11	0.11	0.11	0.25	0.60	0.80	154.96
District of Columbia Government #120001207840 WGD Firm 805 TAYLOR ST NW WASHINGTON DC 20011	10.46	9.11	6.52	3.01	0.84	0.01	0.00	0.00	0.09	1.73	5.90	8.33	1389.66
District of Columbia Government #120001117205 WGD Firm 800 EUCLID ST NW WASHINGTON DC 20001	696.09	606.04	433.83	200.08	55.56	0.84	0.00	0.00	5.91	115.20	392.57	553.93	92444.03
District of Columbia Government #110001004024 WGD Firm 801 7TH ST SW GEN WASHINGTON DC 20024	0.49	0.49	0.49	0.49	0.49	0.49	0.49	0.49	0.49	0.49	0.49	0.49	178.85
District of Columbia Government #120001075734 WGD Firm 2119 G ST NW WASHINGTON DC 20037-2731	22.47	19.69	14.37	7.14	2.68	0.99	0.96	0.96	1.14	4.52	13.09	18.08	3207.36
District of Columbia Government #120001116975 WGD Firm 2500 GEORGIA AVE NW WASHINGTON DC 20001-2204	67.14	58.45	41.84	19.30	5.36	0.08	0.00	0.00	0.57	11.11	37.86	53.43	8916.18
District of Columbia Government #120000372371 WGD Firm 500 E ST SE WASHINGTON DC 20003-4235	32.26	28.09	20.11	9.27	2.57	0.04	0.00	0.00	0.27	5.34	18.19	25.67	4284.07
District of Columbia Government #120001377221 WGD Firm 4200 KANSAS AVE NW WASHINGTON DC 20011-5732	1.78	1.67	1.45	1.16	0.98	0.91	0.91	0.91	0.92	1.05	1.40	1.60	447.54
District of Columbia Government #120001377882 WGD Firm 4400 IOWA AVE NW WASHINGTON DC 20011-5604	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
District of Columbia Government #120000186342 WGD Firm 5001 CENTRAL AVE SE WASHINGTON DC 20019-6470	30.00	28.20	24.75	20.06	17.17	16.07	16.05	16.05	16.17	18.36	23.92	27.15	7711.63
District of Columbia Government #120001063821 WGD Firm 1735 15TH ST NE WASHINGTON DC 20002-1846	244.72	213.06	152.52	70.34	19.53	0.30	0.00	0.00	2.08	40.50	138.01	194.74	32499.89
District of Columbia Government #110001573796 (N) WGD Firm 700 Yuma St SE Washington DC 20032	126.28	113.27	88.39	54.62	33.74	25.84	25.72	25.72	26.57	42.36	82.43	105.74	22741.81

*The estimated volumes are the best natural gas usage estimates for the Buyer and represent the aggregation of all accounts being served under this confirmation.
52488.236942.001 WGL Energy Services Natural Gas Purchase and Sales Agreement, Exhibit A Firm Gas Confirmation

Customer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual therm
#11000588316 WGD Firm 2200 MINNESOTA AVE SE WASHINGTON DC 20020-5324 District of Columbia Government	104.26	91.36	66.70	33.22	12.52	4.69	4.57	4.57	5.41	21.07	60.79	83.90	14906.67
#120001444773 WGD Firm 1900 MASSACHUSETTS AVE SE 7 WASHINGTON DC 20003 District of Columbia Government	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	14.60
#110001651774 WGD Firm 2700 MARTIN LUTHER KING JR AVE SE Washingto DC 20032 District of Columbia Government	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	18.25
#120000547998 WGD Firm 5801 GEORGIA AVE NW WASHINGTON DC 20011 District of Columbia Government	103.76	90.34	64.67	29.82	8.28	0.13	0.00	0.00	0.88	17.17	58.52	82.57	13779.97
#120001015920 WGD Firm 1820 MONROE ST NE WASHINGTON DC 20018-2736 District of Columbia Government	484.50	421.83	301.96	139.27	38.67	0.59	0.00	0.00	4.11	80.18	273.24	385.55	64344.20
#120001862644 WGD Firm 1321 NICHOLSON ST NW BLRM WASHINGTON DC 20011 District of Columbia Government	242.10	210.79	150.89	69.59	19.32	0.29	0.00	0.00	2.06	40.07	136.54	192.66	32152.76
#110002103106 (N) WGD Firm 915 Spring Rd NW WASHINGTON DC 20010 District of Columbia Government	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	361.35
#120001777883 WGD Firm 3420 14TH ST NW WASHINGTON DC 20010-3401 District of Columbia Government	53.30	46.87	34.57	17.88	7.56	3.66	3.60	3.60	4.02	11.82	31.62	43.15	7913.36
#110000502531 WGD Firm 100 STODDERT PL SE REC WASHINGTON DC 20019 District of Columbia Government	40.40	35.17	25.18	11.61	3.22	0.05	0.00	0.00	0.34	6.69	22.78	32.15	5365.00
#120001834320 WGD Firm 101 ATLANTIC ST SE 33 WASHINGTON DC 20032-3035 District of Columbia Government	36.03	31.70	23.43	12.21	5.27	2.64	2.60	2.60	2.89	8.13	21.45	29.20	5388.36
#120000214136 WGD Firm 401 E ST SW WASHINGTON DC 20024-3242 District of Columbia Government	1354.11	1237.18	1013.55	710.03	522.35	451.31	450.21	450.21	457.88	599.80	959.98	1169.51	284368.98
#120001418413 WGD Firm 4600 SHEPHERD PKWY SW WASHINGTON DC 20032 District of Columbia Government	28.38	24.77	17.87	8.50	2.70	0.51	0.48	0.48	0.71	5.09	16.21	22.68	3879.54
#120000638789 WGD Firm 2115 5TH ST NE GAR WASHINGTON DC 20002-1225 District of Columbia Government	66.56	57.95	41.48	19.13	5.31	0.08	0.00	0.00	0.57	11.01	37.54	52.96	8839.12
#120001071659 WGD Firm 720 T ST NW WASHINGTON DC 20001 District of Columbia Government	167.70	146.01	104.52	48.20	13.38	0.20	0.00	0.00	1.42	27.75	94.58	133.45	22271.08
#120001408307 WGD Firm 2900 MILLS AVE NE WASHINGTON DC 20018 District of Columbia Government	2.02	2.02	2.02	2.02	2.02	2.02	2.02	2.02	2.02	2.02	2.02	2.02	737.30
#120001203450 WGD Firm 1340 RHODE ISLAND AVE NE WASHINGTON DC 20018-3707 District of Columbia Government	56.11	49.53	36.94	19.87	9.30	5.31	5.25	5.25	5.68	13.66	33.93	45.72	8669.67
#120000106290 WGD Firm	4.07	3.54	2.54	1.17	0.32	0.00	0.00	0.00	0.03	0.67	2.29	3.24	539.86

*The estimated volumes are the best natural gas usage estimates for the Buyer and represent the aggregation of all accounts being served under this confirmation.
52488.236942.001 WGL Energy Services Natural Gas Purchase and Sales Agreement, Exhibit A Firm Gas Confirmation

Customer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual therm
3246 P ST NW WASHINGTON DC 20007-2755 District of Columbia Government #120001428180 WGD Firm	0.87	0.76	0.54	0.25	0.07	0.00	0.00	0.00	0.01	0.14	0.49	0.69	115.39
4301 13TH ST NW WASHINGTON DC 20011 District of Columbia Government #110001776928 WGD Firm	2.65	2.65	2.65	2.65	2.65	2.65	2.65	2.65	2.65	2.65	2.65	2.65	967.25
1339 Green Court NW, Washington DC 20005 District of Columbia Government #120000113445 WGD Firm	46.85	41.52	31.31	17.45	8.88	5.63	5.58	5.58	5.93	12.41	28.86	38.43	7518.90
1800 GOOD HOPE RD SE WASHINGTON DC 20020-4613 District of Columbia Government #120000243218 WGD Firm	202.41	179.74	136.38	77.53	41.14	27.37	27.16	27.16	28.64	56.16	126.00	166.62	33186.85
635 N CAROLINA AVE SE WASHINGTON DC 20003 District of Columbia Government #120000267431 WGD Firm	34.88	30.37	21.74	10.03	2.78	0.04	0.00	0.00	0.30	5.77	19.67	27.75	4632.08
501 NEW YORK AVE NW WASHINGTON DC 20001-3632 District of Columbia Government #120000352654 WGD Firm	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3200 BENNING RD NE WASHINGTON DC 20019-1500 District of Columbia Government #120001631387 WGD Firm	9.88	8.60	6.16	2.84	0.79	0.01	0.00	0.00	0.08	1.64	5.57	7.86	1312.03
128 M ST NW WASHINGTON DC 20001-1205 District of Columbia Government #120000913463 WGD Firm	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	456.25
931 U ST NW WASHINGTON DC 20001 District of Columbia Government #110000629615 WGD Firm	118.46	103.54	74.99	36.24	12.29	3.22	3.08	3.08	4.06	22.17	68.15	94.90	16447.29
1755 NEWTON ST NW WASHINGTON DC 20010-1823 District of Columbia Government #120001555917 WGD Firm	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74	0.74	270.10
4924 BROOKS ST NE POOL WASHINGTON DC 20019 District of Columbia Government #120001100870 WGD Firm	139.76	122.88	90.60	46.77	19.68	9.42	9.26	9.26	10.37	30.86	82.86	113.11	20711.67
4130 ALBEMARLE ST NW GEN WASHINGTON DC 20016 District of Columbia Government #120001029905 WGD Firm	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3405 MACOMB ST NW WASHINGTON DC 20016 District of Columbia Government #120000861472 WGD Firm	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1338 PARK RD NW WASHINGTON DC 20010-2308 District of Columbia Government #110000152923 WGD Firm	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	54.75
420 12TH ST SE GEN WASHINGTON DC 20003-2208 District of Columbia Government #120000211033 WGD Firm	447.01	389.18	278.59	128.49	35.68	0.54	0.00	0.00	3.80	73.98	252.10	355.72	59365.32
601 MISSISSIPPI AVE SE BLRM WASHINGTON DC 20032 District of Columbia Government #120001623962 WGD Firm	4.74	4.21	3.20	1.84	0.99	0.67	0.67	0.67	0.70	1.34	2.96	3.90	783.79

*The estimated volumes are the best natural gas usage estimates for the Buyer and represent the aggregation of all accounts being served under this confirmation.
52488.236942.001 WGL Energy Services Natural Gas Purchase and Sales Agreement, Exhibit A Firm Gas Confirmation

Initials: _____
Page 26

Customer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual therm
4901 V ST NW WASHINGTON DC 20007-1549 District of Columbia Government #120000481784 WGD Firm	44.47	38.72	27.71	12.78	3.55	0.05	0.00	0.00	0.38	7.36	25.08	35.39	5905.74
4135 BENNING RD NE WASHINGTON DC 20019 District of Columbia Government #120001213681 WGD Firm	101.30	88.25	63.30	29.43	8.49	0.57	0.44	0.44	1.30	17.13	57.32	80.70	13555.40
640 10TH ST NE WASHINGTON DC 20002-5316													
Total	47229.17	41909.24	31734.67	17924.78	9386.03	6153.59	6103.69	6103.69	6452.72	12909.73	29297.13	38830.35	7689522.55

*The estimated volumes are the best natural gas usage estimates for the Buyer and represent the aggregation of all accounts being served under this confirmation.
52488.236942.001 WGL Energy Services Natural Gas Purchase and Sales Agreement, Exhibit A Firm Gas Confirmation

Volume By LDC

LDC	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Therms
WGD	47229.17	41909.24	31734.67	17924.78	9386.03	6153.59	6103.69	6103.69	6452.72	12909.73	29297.13	38830.35	7689522.55
Total	47229.17	41909.24	31734.67	17924.78	9386.03	6153.59	6103.69	6103.69	6452.72	12909.73	29297.13	38830.35	7689522.55

*The estimated volumes are the best natural gas usage estimates for the Buyer and represent the aggregation of all accounts being served under this confirmation.
52488.236942.001 WGL Energy Services Natural Gas Purchase and Sales Agreement, Exhibit A Firm Gas Confirmation

EXHIBIT B

Interruptible Gas Confirmation Agreement

**EXHIBIT B –
INTERRUPTIBLE GAS CONFIRMATION AGREEMENT
DGS Contract No. DCAM-24-NC-CA-0005**

THIS INTERRUPTIBLE GAS CONFIRMATION AGREEMENT under Task Order No. 01 (**DCAM-24-NC-CA-0005**) is effective by and between WGL Energy Services, Inc. (“Seller”) and the District of Columbia Government acting by and through its Department of General Services (“Buyer”) on the date of full execution by Seller and the Buyer for the sale and delivery of Buyer’s full requirements for all natural gas accounts listed on Attachment A to Exhibit B, and is subject to the terms and conditions of the University of Maryland Contract No. 102855, pursuant to Request for Proposal (“RFP”) No. 115054 executed by Seller and University of Maryland (the “UMD Contract”). The District of Columbia Standard Contract Provisions shall take precedence over conflicting terms and conditions in University of Maryland Contract No. 102855 and RFP No. 115054. It is understood that the Buyer has Transportation Delivery Service Agreement with its Local Distribution Company (“LDC”). Buyer agrees that the Seller’s delivery obligations hereunder are subject to, and depend upon, verification of Buyer’s Utility that the accounts listed herein as Attachment A meet the requisite Utility load profile and rate classification.

BUYER'S UTILITY: Washington Gas

Transportation Rate Schedule(s): INTERRUPTIBLE - Burner Tip

All prices quoted are to the "Burner Tip," and are subject to change prior to written confirmation by Seller. Balancing charges, as set forth on the website, as billed by Buyer’s LDC, will be charged as separate line items on Buyer’s bill. All accounts will be billed based on the volumes delivered with an adjustment for lost and unaccounted for gas and wet to dry conversion.

Firm Burner Tip Full Requirements:

Seller is obligated to deliver, and Buyer is obligated to purchase Buyer’s full firm natural gas requirements for the accounts listed on Attachment A. All prices quoted are to the “Burner Tip” and subject to change prior to written confirmation by Seller. All accounts will be billed on deliveries.

BILLING TYPE: UTILITY BILLING:

If during the effectiveness of this Confirmation, Buyer's utility adopts purchase of receivables discount rates applicable to one or more of Buyer's accounts covered by this Confirmation that in Seller's sole discretion would increase Seller's costs, Seller shall have the right to notify and bill Buyer directly for deliveries to such accounts at no additional cost or change in payment terms to Buyer.

TAX:

Buyer must provide to Seller a tax-exempt certificate or other documented evidence of Buyer's tax-exempt status for accounts covered under this Confirmation prior to the effective account enrollment date. If Buyer fails to provide Seller such documentation, Seller shall be obligated to bill Buyer for the applicable sales tax.

If after this Confirmation is executed, any of Seller's Pipeline Costs or Utility Costs significantly increase from the costs that underlie the Price because (1) FERC issues an order or a FERC regulated pipeline revises its tariff, (2) a change in law is enacted, or (3) the applicable Public Service Commission issues an order, or Buyer's utility revises its tariff (together "Regulatory Changes"), then Seller may pass through such cost increases to Buyer by separate monthly charge and Seller shall provide Buyer with supporting documentation and calculation of any cost increase upon request.

Quoted rates do not include any cost increases related to Columbia Gas Transmission Rate Case RP20-1060. Any cost changes as a result of this rate case will be passed through to Buyer as a separate monthly amount. Seller shall provide Buyer with supporting documentation and calculation upon request.

BUYER NAME: The District of Columbia Government, by and through its Department of General Services.

DELIVERY PERIOD:

The Delivery Period of this Confirmation Agreement shall be from June 1, 2024 through June 30, 2027 (37 months), subject to the availability of appropriated Fiscal Year (FY) 2024, FY2025, FY2026, and FY2027 budget funding.

The price for all volumes delivered hereunder shall be in accordance with the Seller's pricing options under University of Maryland Contract No. 102855, as follows:

INDEXED PRICE: 100% of the delivered volumes purchased by the Buyer based on the weighted average under this Exhibit B (Interruptible Gas) and Exhibit A (Firm Gas) pursuant to University of Maryland Contract No. 102855 shall be at an indexed pricing with a total not-to-exceed value of \$18,275,000 (collectively) for the Delivery Period that spans FY2024 through FY2027. For FY2024, costs are estimated to total \$575,000. For FY 2025, costs are estimated to total \$6,000,000. For FY 2026, costs are estimated to total \$6,000,000. For FY 2027, costs are estimated to total \$5,700,000. However, the Seller and Buyer agree that the provision and receipt of any services under this Agreement are subject to the availability of appropriated FY2024 budget funding; and thereafter, the continuation of services beyond September 30, 2024, are subject to the availability of appropriated FY2025, FY2026 and FY2027 budget funding.

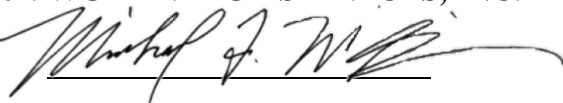
LOCK-IN FIXED PRICE OPTION: At any time during the effectiveness of this Confirmation, Buyer and Seller may agree to select a Lock-In Fixed Price for the delivery of all or a portion of

the remaining full requirements volumes that are subject to this Index Price, by executing an amendment(s) to this Confirmation.

The weighted average of all Fixed Price purchases, Lock-In Fixed Price purchases, and Index Price purchases will be the rate reflected on Buyer's invoice for delivered volumes.

IN WITNESS WHEREOF, the duly authorized representatives of the Buyer and Seller have each executed this Agreement as of the date of the last signature (the “Effective Date”).

Seller: WGL ENERGY SERVICES, INC.

By: 

Name: Michael McGinn

Title: Vice President of Sales

Date: 3/22/2024

Buyer: DISTRICT OF COLUMBIA, acting by and through the Department of General Services

By: _____

Name: George G. Lewis, CPPO

Title: Chief Procurement Officer, Chief of Contracts and Procurement

Date: _____

Tax-Exempt: Yes ____ No ____

Attachment A to Exhibit B

Buyer's List of Accounts (Interruptible Gas)

52488.236941.000: District of Columbia Government

Attachment "A": Account Information (1 account(s))

Interruptible Account Data: All volumes measured in therm per day unless otherwise noted.

Business Development Manager: Public Sector House Account Phone: 703-287-9586 Email: publicsector@wglenergy.com

Customer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual therm
District of Columbia Government #120000946091 WGD Interruptible 801 Mount Vernon Pl NW BLRM Washington DC 20001	1935	1685	1206	556	154	2	0	0	16	320	1091	1540	256935
Total	1935	1685	1206	556	154	2	0	0	16	320	1091	1540	256935

*The estimated volumes are the best natural gas usage estimates for the Buyer and represent the aggregation of all accounts being served under this confirmation.
52488.236941.000 WGL Energy Services Natural Gas Purchase and Sales Agreement, Exhibit B Interruptible Gas Confirmation

Volume By LDC

LDC	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Therms
WGD	1935.00	1685.00	1206.00	556.00	154.00	2.00	0.00	0.00	16.00	320.00	1091.00	1540.00	256935.00
Total	1935.00	1685.00	1206.00	556.00	154.00	2.00	0.00	0.00	16.00	320.00	1091.00	1540.00	256935.00

*The estimated volumes are the best natural gas usage estimates for the Buyer and represent the aggregation of all accounts being served under this confirmation.
 52488.236941.000 WGL Energy Services Natural Gas Purchase and Sales Agreement, Exhibit B Interruptible Gas Confirmation

EXHIBIT C

District of Columbia's Standard Contract Provisions
Supplies and Services

District of Columbia Department of General Services

Standard Contract Provisions

GENERAL PROVISIONS (Supplies and Services Contract)

Article 1. Covenant Against Contingent Fees:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District will have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.

Article 2. Shipping Instructions – Consignment:

Unless otherwise specified in this Invitation for Bids/Request for Proposals, each case, crate, barrel, package, etc., delivered under this contract must be plainly stencil marked or securely tagged, stating the Contractor's name, contract number and delivery address as noted in the contract. In case of carload lots, the Contractor shall tag the car, stating Contractor's name and contract number. Any failure to comply with these instructions will place the material at the Contractor's risk. Deliveries by rail, water, truck or otherwise, must be within the working hours and in ample time to allow for unloading and if necessary, the storing of the materials or supplies before closing time. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the contact person identified in the contract at the delivery point.

Article 3. Patents:

The Contractor shall hold and save the District, its officers, agents, servants, and employees harmless from liability of any nature or kind, including costs, expenses, for or on account of any patented or unpatented invention, article, process, or appliance, manufactured or used in the performance of this contract, including their use by the District, unless otherwise specifically stipulated in the contract.

Article 4. Quality:

Contractor's workmanship shall be of the highest grade, and all materials provided under this Contract shall be new, of the best quality and grade, and suitable in every respect for the purpose intended.

Article 5. Inspection Of Supplies:

(a) Definition. "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, source code, object code, and lots of supplies.

(b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor's failure to cure within ten (10) days after date of notification, the District may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.

(c) The Contractor shall provide and maintain an inspection system acceptable to the District covering supplies under this contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the District during contract performance and for as long afterwards as the contract requires. The District may perform reviews and evaluations as reasonably necessary to ascertain

compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.

(d) The District has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The District will perform inspections and tests in a manner that will not unduly delay the work. The District assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract. The Contractor shall remain obligated to test and integrate supplies. The Contractor shall remain obligated to deliver supplies suitable for their intended purpose.

(e) If the District performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the District will bear the expense of District inspections or tests made at other than Contractor's or subcontractor's premises; provided, that in case of rejection, the District will not be liable for any reduction in the value of inspection or test samples.

(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest.

(f) The District has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship, are not suitable for the purposes intended, or otherwise not in conformity with contract requirements. The District may reject nonconforming supplies, at any time, with or without disposition instructions and regardless of any prior acceptances.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.

(h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the District may either

(1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor; or,

(2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) If this contract provides for the performance of District quality assurance at source, and if requested by the District, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for District inspection.

(j) The District request shall specify the period and method of the advance notification and the District representative to whom it shall be furnished. Requests shall not require more than 2 business days of advance notification if the District representative is in residence in the Contractor's plant, nor more than 7 business days in other instances.

(k) The District will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. District failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the District, for non-conforming supplies.

(l) Inspections and tests by the District do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements. Acceptance shall be conclusive, except for latent defects, defects affecting fitness for a particular purpose, a failure of integration tests, a failure of system tests, a failure of any tests affecting performance, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the District, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or non-conforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement.

When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the District will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby. Notwithstanding the foregoing, in addition to all other remedies set forth herein, nothing herein shall be construed to limit the Contracting Officer's ability to assess liquidated damages.

Article 6. Inspection Of Services:

(a) Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.

(c) The District has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District will perform inspections and tests in a manner that will not unduly delay the work.

(d) If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.

(e) If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services are not corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed. Further, the District may have the nonconforming services provided by a person or entity other than the Contractor and charge the cost of such performance to the Contractor. Finally, the District may require the repayment of

funds by the Contractor of any amounts paid for non-conforming services. The District's remedies hereunder are cumulative and are not exclusive.

(f) If the Contractor fails to promptly perform the services again or take the necessary action acceptable to the Contracting Officer to ensure future performance in conformity to contract requirements, the District may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the District, (2) assess liquidated damages, or (3) terminate the contract for default. The District's remedies hereunder are cumulative and are not exclusive.

Article 7. Waiver:

No Governmental waiver of any breach of any provision of the Contract shall operate as a waiver of such provision or of the Contract or as a waiver of subsequent or other breaches of the same or any other provision of the Contract; nor shall any action or non-action by the Contracting Officer or by the Government be construed as a waiver of any provision of the Contract or of any breach thereof unless the same has been expressly declared or recognized as a waiver by the Contracting Officer or the Government in writing.

Article 8. Default:

(a) The District may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

(1) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(b) In the event the District terminates this contract in whole or in part as provided in paragraph (a) of this clause, the District may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or service similar to those so terminated, and the Contractor shall be liable to the District for any excess costs for similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of the Contractor. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

(d) If this contract is terminated as provided in paragraph (a) of this clause, the District, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, (i) completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures plans, drawing information, and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the District has an interest.

Payment for completed supplies delivered to and accepted by the District will be at the contract price. Payment for manufacturing materials delivered to and accepted by the District will be at the contract price. Payment for manufacturing materials delivered to and accepted by the District and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". The District may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

(e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination of convenience of the District, be the same as if the notice of termination had been issued pursuant to such clause. See Clause 20 for Termination for Convenience of the District.

(f) The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(g) As used in paragraph (c) of this clause, the terms "subcontractor(s)" means subcontractor(s) at any tier.

Article 9. Indemnification:

The Contractor agrees to defend, indemnify and hold harmless the District, its officers, agencies, departments, agents, and employees (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Contractor, Contractor's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor in performance of this Contract. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of this Contract. The Contractor shall also repair or replace any District property that is damaged by the Contractor, Contractor's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor while performing work hereunder.

The indemnification obligation under this section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Contract. The District agrees to give Contractor written notice of any claim of indemnity under this section. Additionally, Contractor shall have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the District is required in connection with the settlement. Monies due or to become due the Contractor under the contract may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.

Disputes between the Contractor and any subcontractors, material suppliers, or any other third parties over payments allegedly owed by the Contractor to a third party shall be resolved exclusively between the Contractor and the third party; the Contractor shall permit no pass-through suits to be brought against the Government by a third party in the Contractor's name. However, nothing herein shall be construed to prevent the Contractor from paying a subcontractor's claim and seeking a timely equitable adjustment hereunder.

Article 10. Transfer:

No contract or any interest therein shall be transferred by the parties to whom the award is made; such transfer will be null and void and will be cause to annul the contract.

Article 11. Taxes:

(a) The Government of the District of Columbia is exempt from and will not pay Federal Excise Tax, Transportation Tax, and the District of Columbia Sales and Use Taxes.

(b) Tax exemption certificates are no longer issued by the District for Federal Excise Tax. The following statement may be used by the supplier when claiming tax deductions for Federal Excise Tax exempt items sold to the District.

“The District of Columbia Government is Exempt from Federal Excise Tax –Registration No. 52-73-0206-K, Internal Revenue Service, Baltimore, Maryland.” Exempt From Maryland Sales Tax, Registered With The Comptroller Of The Treasury As Follows:

- a) Deliveries to Glenn Dale Hospital – Exemption No. 4647
- b) Deliveries to Children’s Center – Exemption No. 4648
- c) Deliveries to other District Departments or Agencies – Exemption No. 09339

“The District of Columbia Government is Exempt from Sales and Use Tax –Registration No. 53-600, The District of Columbia Office of Tax and Revenue.”

Article 12. Appointment of Attorney:

(a) The bidder/offeror or contractor (whichever the case may be) does hereby irrevocably designate and appoint the Clerk of the District of Columbia Superior Court and his successor in office as the true and lawful attorney of the Contractor for the purpose of receiving service of all notices and processes issued by any court in the District of Columbia, as well as service of all pleadings and other papers, in relation to any action or legal proceeding arising out of or pertaining to this contract or the work required or performed hereunder.

(b) The bidder/offeror or contractor (whichever the case may be) expressly agrees that the validity of any service upon the said Clerk as herein authorized shall not be affected either by the fact that the contractor was personally within the District of Columbia and otherwise subject to personal service at the time of such service upon the said Clerk or by the fact that the contractor failed to receive a copy of such process, notice or other paper so served upon the said Clerk provided the said Clerk shall have deposited in the United States mail, registered and postage prepaid, a copy of such process, notice, pleading or other paper addressed to the bidder/offeror or contractor at the address stated in this contract.

Article 13. Gratuities and District Employees Not To Benefit:

- A. If it is found by the Department that gratuities (in the form of entertainment, gifts, payment, offers of employment or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any official, employee or agent of the District with a view toward securing the Contract or any other contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of the Contract, the Department may, by written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract without liability and may pursue such other rights and remedies provided by law and under the Contract.
- B. In the event the Contract is terminated as provided above, the Department shall be entitled:
 - 1. to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor; and
 - 2. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Department) which shall be not less than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.

- C. Unless a determination is made as provided herein, no officer or employee of the District will be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any District employee authorized to execute contracts in which they or an employee of the District will be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. A District employee shall not be a party to a contract with the District and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the District's needs cannot reasonably otherwise be met. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code, section 2-310.01, and Chapter 18 of the DC Personnel Regulations) The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

Article 14. Disputes:

A. All disputes arising under or relating to this contract shall be resolved as provided herein.

B. Claims by a Contractor against the Government.

- (1) Claim, as used in Section B of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (a) All claims by a Contractor against the Government arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision.
- (b) Within 120 days after receipt of a claim, the Contracting Officer shall issue a decision, whenever possible taking into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (c) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period shall be deemed to be a denial of the claim and shall authorize the commencement of an appeal on the claim as otherwise provided.
- (d) (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the Government for an amount equal to the unsupported part of the claim in addition to all costs to the Government attributable to the cost of reviewing that part of the Contractor's claim.
(2) Liability under this section shall be determined within 6 years of the commission of the misrepresentation of fact or fraud.
- (e) All cost data, pricing data, and task data of claims hereunder must be certified as accurate, complete, required, and necessary to the best of the Contractor's knowledge and belief. Further, all task or work data in the claim must be described therein to the smallest unit of work or task. The Contracting Officer may require any additional certifications, descriptions or explanations of the claim.
- (f) The parties agree that time is of the essence and all claims hereunder must be presented to the Contracting Officer for a final decision within thirty (30) days of the occurrence of the circumstances giving rise to such claim or within thirty (30) days of when the Contractor knew

or should have known of the circumstances giving rise to such claim, otherwise compensation for that claim is waived.

(g) The parties agree that there shall be no claims for unabsorbed home office overhead.

(2) The Contractor's claim shall contain at least the following:

(a) A description of the claim and the amount in dispute;

(b) Any data or other information in support of the claim;

(c) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and

(d) The Contractor's request for relief or other action by the Contracting Officer.

(e) The certification of the accuracy, completeness, requirement, and necessity of all aspects of the claim.

(3) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor.

(4) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

C. Claims by the Government against a Contractor

(a) Claim as used in Section C of this clause, means a written demand or written assertion by the Government, including the Contracting Officer, seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. Nothing herein shall be construed to require the Government to notify the Contractor prior to the issuance of the Contracting Officer's final decision.

(b) (1) All claims by the Government against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer, who shall issue a decision in writing and furnish a copy of the decision to the Contractor.

(2) The decision shall be supported by reasons and shall inform the Contractor of his or her rights. Specific findings of fact shall not be required.

(3) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.

(4) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor.

(5) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

Article 15. Changes:

The Contracting Officer may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of this contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment under this paragraph must be asserted within ten (10) days from the date the change is offered; provided, however, that the Contracting Officer, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in the Disputes clause at Section 18. Nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

Article 16. Termination-Generally:

Termination, whether for default or convenience, is not a Government claim. The Contracting Officer may terminate a contract for default, in whole or in part, if the termination is in the best interests of the Government, and the Contractor does any of the following:

- (a) Fails to deliver the goods or complete the work or services within the time specified in the contract or any modification;
- (b) Fails to make sufficient progress on contract performance so as to endanger performance of the contract within the time specified or in the manner specified in the contract;
- (c) Fails or refuses to go forward with the work in accordance with the direction of the Contracting Officer;
- (d) Expresses through word or conduct an intention not to complete the work in accordance with the directions of the Contracting Officer;
- (e) Fails to perform any of the other provisions of the contract;
- (f) Materially deviates from the representations and capabilities set forth in the Contractor's response to the solicitation.

A termination for default is a final decision of a Contracting Officer. In order to contest a termination for default, the Contractor must submit a certified request to convert the termination for default to a termination for convenience with all documents supporting such conversion and comply with all contract provisions and laws relating to terminations for convenience, including the submission of a certified termination for convenience settlement proposal. The submission of the certified request for conversion to a termination for convenience and certified termination settlement proposal to the Contracting Officer must occur prior to 90 days from the date of the Contracting Officer's final decision.

DELAYS—If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract, or any extension thereof, or fails to complete said work within specified time, the Government may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work involving the delay. In such event the Government may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may have been paid for by the Government or may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any liability to the Government resulting from his refusal or failure to complete the work within the specified time.

If fixed and agreed liquidated damages are provided in the Contract and if the Government does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed and accepted.

The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

1. The delay in the completion the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, climatic conditions beyond the normal which

could be anticipated, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers (the term subcontractors or suppliers shall mean subcontractors or suppliers at any tier); and

2. The Contractor, within 72 hours from the beginning of any such delay, (unless the Contracting Officer grants a further period of time before the date of final payment under the Contract) notifies the Contracting Officer in writing of the causes of delay.

The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in Article 14 herein.

If, after notice of termination of the Contractor's right to proceed under the provisions of this Article, it is determined for any reason that the Contractor was not in default under the provisions of this Article, or that the delay was excusable under the provisions of this Article, the rights and obligations of the parties shall be in accordance with Article 6 herein. Failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of Article 7 herein.

The rights and remedies of the Government provided in this Article are in addition to any other rights and remedies provided by law or under the Contract.

Article 17. Termination For Convenience Of The District:

(a) The District may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the District's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all contracts to the extent they relate to the work terminated.

(4) Assign to the District, as directed by the Contracting Officer, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the District will have the right to settle or pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts. The approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the District (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract has been completed, would be required to be furnished to the District.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the District has or may acquire an interest. For items or components in the Contractor's possession that have not been delivered to the District, the Contractor must return those items to their vendor of origin and provide to the District all documentation of the return and all evidence of any restocking fees paid. Otherwise, such items and components must be inventoried and documented by part number or serial number and delivered to the Contracting Officer in the manner so instructed.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the District under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) After the expiration of thirty (30) days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptable inventory schedules, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality of termination inventory not previously disposed of excluding items authorized for disposition by the Contracting Officer. The Contractor may request the District to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the District will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within forty five (45) days from submission of the list, and shall correct the list, as necessary, before final settlement.

(d) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than ninety (90) days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 90 day period. In the event the Contractor was terminated for default and it asserts that it is entitled to a termination for convenience, its certified request for the conversion of the default termination to one for convenience and its certified termination settlement proposal must be submitted to the Contracting Officer prior to the expiration of 90 days from the date of the default termination. With respect to a termination for convenience, if the Contracting Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such one year period or extension thereof. Nothing herein shall be construed to extend the time for the submission of a claim hereunder for a defaulted Contractor beyond 90 days from the date of the default termination. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the Government's procedures in effect as of the date of execution of the Contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined. The Parties agree that such a determination is final and binding.

(e) Subject to paragraph (d) above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total contract price as reduced by (1) the amount of payment previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(f) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination work, the Contracting Officer shall pay the Contractor the amounts determined by the

Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (e) above:

(1) The contract price for completed supplies or services accepted by the District (or sold or acquired under subparagraph (b)(9) above) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of: (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) above; (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (f)(1) above; and (iii) A sum, as profit on subparagraph f(1) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subparagraph (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable cost of settlement of the work terminated, including: (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data; (ii) The termination and settlement of subcontractors (excluding the amounts of such settlements); and (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(g) Except for normal spoilage, and except to the extent that the District expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f) above, the fair value as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the District or to a buyer.

(h) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraphs (d), (f) or (j), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (d) or (j), and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (d), (f) or (j), the District will pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.

(i) In arriving at the amount due the Contractor under this clause, there shall be deducted:

(1) All unliquidated advances or other payments to the Contractor under the termination portion of the contract;

(2) Any claim which the District has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the District.

(j) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be submitted within ninety (90) days from the effective date of termination unless extended in writing by the Contracting Officer.

(k) (1) The District may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the

Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor shall be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the District upon demand together with interest computed at the rate of 10 percent (10%) per year. Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess payment is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(l) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the District, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, micrographs, or other authentic reproductions may be maintained instead of original records and documents.

Article 18. Recovery Of Debts Owed The District:

The Contractor hereby agrees that the District may use all or any portion of any payment, consideration or refund due the Contractor under the present contract to satisfy, in whole or part, any debt due the District.

Article 19. Retention and Examination Of Records:

The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of three (3) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer. The Contracting Officer, the Inspector General and the District of Columbia Auditor, or any of their duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to the contract.

Article 20. Non-Discrimination Clause:

(a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.)("Act" as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.

(b) Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register, Mayor's Order 2002-175 (10/23/02), 49 DCR 9883 and Mayor's Order 2006-151 (11/17/06), 52 DCR 9351, the following clauses apply to this contract:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

(2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business. The affirmative action shall include, but not be limited to the following:

- (a) employment, upgrading or transfer;
- (b) recruitment, or recruitment advertising;
- (c) demotion, layoff, or termination;
- (d) rates of pay, or other forms of compensation; and
- (e) selection for training and apprenticeship.

(3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections (b)(1) and (b)(2) concerning non-discrimination and affirmative action.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection (b)(2).

(5) The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

(7) The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.

(8) The Contractor shall include in every subcontract the equal opportunity clauses, subsections (b)(1) through (b)(9) of this section, so that such provisions shall be binding upon each subcontractor or vendor.

(9) The Contractor shall take such action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is

threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

Article 21. Definitions:

(a)The term “District” or “Government” will mean the District of Columbia Department of General Services.

(b)The term “Mayor” will mean the Mayor of the District of Columbia.

(c)The term “Chief Procurement Officer” or “Contracting Officer” will the Director of the Department of General Services or his/her designee.

(d)The term “Board” or “CAB” means the Contract Appeals Board of the District of Columbia.

(e)If the Contractor is an individual, the term Contractor shall mean the Contractor, his heirs, his representatives, his executor and his administrator. If the Contractor is a corporation, the term Contractor shall mean the Contractor and its successors and assigns.

Article 22. Health And Safety Standards:

Items delivered under this contract shall conform to all requirements of the Occupational Safety and Health Act of 1970, as amended (“OSHA”), and Department of Labor Regulations under OSHA, and all Federal requirements in effect at time of bid opening/proposal submission.

Article 23. Appropriation Of Funds:

The District’s liability under this contract is contingent upon the future availability of appropriated monies with which to make payment for the contract purposes. The legal liability on the part of the District for the payment of any money shall not arise unless and until such appropriation shall have been provided.

Article 24. [intentionally omitted]

Article 25. Service Contract Act of 1965:

(a) Definitions. “Act,” as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. §351, *et seq.*).

(1) “Contractor,” as used in this clause, means the prime Contractor or any subcontractor at any tier.

(2) “Service employee,” as used in this clause, means any person (other than a person employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR 541) engaged in performing a District contract not exempted under 41 U.S.C. §356, the principal purpose of which is to furnish services in the United States, as defined in section 22.1001 of the Federal Acquisition Regulation. It includes all such persons regardless of the actual or alleged contractual relationship between them and a contractor.

(b) Applicability. To the extent that the Act applies, this contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (20 CFR part 4). All interpretations of the Act in Subpart C of 29 CFR 4 are incorporated in this contract by reference. This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. §356, as interpreted in Subpart C of 29 CFR 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of

Labor or the Secretary's authorized representative, as specified in any wage determination attached to this contract.

(2) If a wage determination is attached to this contract, the Contractor shall classify any class of service employees not listed in it, but to be employed under this contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph. This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee:

(a) The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration (ESA), Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary;

(b) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contracting Officer with a written copy of such determination or it shall be posted as a part of the wage determination;

(c) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed;

(d) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds to a contract under which the classification in question was previously conformed pursuant to this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in this clause need not be followed;

(e) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended;

(f) The wage rate and fringe benefits finally determined under this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract;

(g) Upon discovery of failure to comply with this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) If the term of this contract is more than 1 year, the minimum wages and fringe benefits required for service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by ESA.

(4) The Contractor can discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph (2) of this clause by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, in accordance with Subpart B and C of 29 CFR 4.

(d) Minimum wage: In the absence of a minimum wage attachment for this contract, the Contractor shall not pay any service or other employees performing this contract less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §206). Nothing in this clause shall relieve the Contractor of any other legal or contractual obligation to pay a higher wage to any employee.

(e) Successor contracts: If this contract succeeds a contract subject to the Act under which substantially the same services were furnished and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, then, in the absence of a minimum wage attachment to this contract, the Contractor may not pay any service employee performing this contract less than the wages and benefits, including those accrued and any prospective increases, provided for under that agreement. No Contractor may be relieved of this obligation unless the limitations of 29 CFR 4.1c(b) apply or unless the Secretary of Labor or the Secretary's authorized representative:

(1) Determines that the agreement under the predecessor was not the result of arms-length negotiations; or

(2) Finds, after a hearing under 29 CFR 4.10, that the wages and benefits provided for by that agreement vary substantially from those prevailing for similar services in the locality or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and 4.11 and parts 6 and 8 that some or all of the wages and fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of

Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(f) Notification to employees: The Contractor shall notify each service employee commencing work on this contract of a minimum wage and any fringe benefits required to be paid, or shall post a notice of these wages and benefits in a prominent and accessible place at the worksite, using such poster as may be provided by the Department of Labor.

(g) Safe and sanitary working conditions: The Contractor shall not permit services called for by this contract to be performed in buildings or surroundings or underworking conditions provided by or under the control or supervision of the Contractor that are unsanitary, hazardous, or dangerous to the health or safety of service employees. The Contractor shall comply with the health standards applied under 29 CFR Part 1925.

(h) Records: The Contractor shall maintain for 3 years from the completion of work, and make available for inspection and transcription by authorized ESA representatives, a record of the following:

(1) For each employee subject to the Act:

(a) Name and address;

(b) Work classification or classifications, rate or rates of wages and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(c) Daily and weekly hours worked; and

(d) Any deductions, rebates, or refunds from total daily or weekly compensation.

(2) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by ESA under the terms of paragraph (c)(3) of this clause. A copy of the report required by paragraph (e) of this clause will fulfill this requirement.

(3) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by this clause. The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division. Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases. The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(i) Pay periods: The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(j) Withholding of payments and termination of contract: The Contracting Officer shall withhold from the prime Contractor under this or any other District contract with the prime contractor any sums the Contracting Officer, or an appropriate officer of the Labor Department, decides may be necessary to pay

underpaid employees. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination for default. In such event, the District may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(k) Subcontracts: The Contractor agrees to insert this clause in all subcontracts.

(l) Contractor's report:

(1) If there is a wage determination attachment to this contract and any classes of service employees not listed on it are to be employed under the contract, the Contractor shall report promptly to the Contracting Officer the wages to be paid and the fringe benefits to be provided each of these classes, when determined under paragraph (c) of this clause.

(2) If wages to be paid or fringe benefits to be furnished any service employees under the contract are covered in a collective bargaining agreement effective at any time when the contract is being performed, the Contractor shall provide to the Contracting Officer a copy of the agreement and full information on the application and accrual of wages and benefits (including any prospective increases) to service employees working on the contract. The Contractor shall report when contract performance begins, in the case of agreements then in effect, and shall report subsequently effective agreements, provisions, or amendments promptly after they are negotiated.

(m) Contractor's Certification: By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded District contracts by virtue of the sanctions imposed under section 5 of the Act. No part of this contract shall be subcontracted to any person or firm ineligible for award of a District contract under section 5 of the Act. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. §1001.

(n) Variations, tolerances, and exemptions involving employment: Notwithstanding any of the provisions in paragraphs (c) through (l) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions authorized by the Secretary of Labor.

(1)(i) In accordance with regulations issued under Section 14 of the Fair Labor Standards Act of 1938 by the Administrator of the Wage and Hour Division, ESA (29 CFR 520, 521, 524, and 525), apprentices, student learners, and workers whose earning capacity is impaired by age or by physical or mental deficiency or injury, may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act, without diminishing any fringe benefits or payments in lieu of these benefits required under section 2(a)(2) of the Act.

(ii) The Administrator will issue certificates under the Act for employing apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages, but without changing requirements concerning fringe benefits or supplementary cash payments in lieu of these benefits.

(iii) The Administrator may also withdraw, annul, or cancel such certificates under 29 CFR 525 and 528.

(2) An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips shall be credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with regulations in

29 CFR 531. However, the amount of credit shall not exceed 40 percent of the minimum rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 as amended.

Article 26. Cost and Pricing Data:

(a) This paragraph and paragraphs (b) through (e) below shall apply to contractors or offerors in regards to: (1) any procurement in excess of \$100,000, (2) any contract awarded through competitive sealed proposals, (3) any contract awarded through sole source procurement, or (4) any change order or contract modification. In its response to a solicitation, submission of an offer, submission of any proposed change, submission of any proposed modification, and submission of any request for an equitable adjustment, the Contractor or offeror must certify that, to the best of the Contractor's or offeror's knowledge and belief, any cost and pricing data submitted was accurate, complete and current as of the date specified in the contract, offer, proposed change, proposed modification and or request for an equitable adjustment.

(b) Unless otherwise provided in the solicitation, the offeror or Contractor shall, before entering into any contract awarded through competitive sealed proposals or through sole source procurement or before negotiating any price adjustments pursuant to a change order or modification, submit cost or pricing data and certification that, to the best of the Contractor's knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of the date of award of this contract or as of the date of negotiation of the change order or modification.

(c) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified by the Contractor, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified by the Contractor, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(d) Any reduction in the contract price under paragraph (c) above due to defective data from a prospective subcontractor that was not subsequently awarded, the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided that the actual subcontract price was not itself affected by defective cost or pricing data.

(e) Cost or pricing data includes all facts as of the time of price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective Contractor's judgment about estimated future costs or projections, cost or pricing data do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.

(f) The following specific information should be included as cost or pricing data, as applicable:

- (1) Vendor quotations;
- (2) Nonrecurring costs;
- (3) Information on changes in production methods or purchasing volume;
- (4) Data supporting projections of business prospects and objectives and related operations costs;

(5) Unit – cost trends such as those associated with labor efficiency and complete breakdown of unit prices;

(6) Make or buy decisions;

(7) Estimated resources to attain business goals;

(8) Information on management decisions that could have a significant bearing on costs.

(g) If the offeror or contractor is required by law to submit cost or pricing data in connection with pricing this contract or any change order or modification of this contract, the Contracting Officer or representatives of the Contracting Officer shall have the right to examine all books, records, documents and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the contract, change order or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. Contractor shall make available at its office at all reasonable times the materials described above for examination, audit, or reproduction until three years after the later of:

(1) final payment under the contract;

(2) final termination settlement; or

(3) the final disposition of any appeals under the disputes clause or of litigation or the settlement of claims arising under or relating to the contract.

Article 27. Multiyear Contract:

If this contract is a multiyear contract, then the following provision is made part of this contract:

If funds are not appropriated or otherwise made available for the continued performance in a subsequent year of a multiyear contract, the contract for the subsequent year shall be terminated, either automatically or in accordance with the termination clause of the contract. Unless otherwise provided for in the contract, the effect of termination is to discharge both the District and the Contractor from future performance of the contract, but not from the existing obligations. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

Article 28. Termination Of Contracts For Certain Crimes And Violations:

(a) The District may terminate without liability any contract and may deduct from the contract price or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid in violation of this title if:

(1) The Contractor has been convicted of a crime arising out of or in connection with the procurement of any work to be done or any payment to be made under the contract; or

(2) There has been any breach or violation of:

(A) Any provision of the Procurement Practices Act of 1985, as amended, or

(B) The contract provision against contingent fees.

(b) If a contract is terminated pursuant to this section, the Contractor:

(1) May be paid only the actual costs of the work performed to the date of termination, plus termination costs, if any; and

(2) Shall refund all profits or fixed fees realized under the Contract.

(c) The rights and remedies contained in this are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

Article 29. Administrative Liquidated Damages:

In addition to any other liquidated damages provided for in the Contract, the Contractor hereby agrees that the Government may assess administrative liquidated damages for the Contractor's failure to submit when due any deliverable required by the Contract. Unless otherwise prescribed by the Contracting Officer, the rate of the administrative liquidated damages shall be \$250 per day until the required deliverable is received and accepted by the Government. The Government's remedies for failure to comply with the Contract terms and conditions are cumulative and not exclusive. Nothing herein shall be construed to limit the Government's ability to terminate the Contractor for the failure to submit Contract deliverables when due.

Article 30. Force Majeure:

If the Contractor, because of Force Majeure, is rendered wholly or partly unable to perform its obligations when due under this Contract, the Contractor may be excused from whatever performance is affected by the Force Majeure to the extent so affected. In order to be excused from its performance obligations under this Contract by reason of Force Majeure, within 72 hours of the occurrence or event, the Contractor must provide the Contracting Officer written notice of its inability to perform as well as a description of the force majeure and its effect on Contract performance. The Contracting Officer will have the right to cause the inspection of the work site to determine the validity of the Contractor's assertion of its inability to perform. If the Contracting Officer agrees that the Contractor is wholly or partly unable to perform its obligations under the Contract a decision will be issued indicating the extent to which the Contractor is excused from its performance obligations. In no event will the Contractor be entitled to money damages from the Government due to force majeure.

Article 31. Additional Bond Security:

If any surety upon any bond furnished in connection with the Contract becomes unacceptable to the Government, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the Government, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Government and of persons supplying labor or materials in the prosecution of the work contemplated by the Contract. Provided that upon the failure of the Contractor to furnish such additional security within ten (10) days after written notice so to do, all payments under the Contract will be withheld until such additional security is furnished.

Article 32. Anti-Competitive Practices and Anti-Kickback Provisions:

- A. The Contractor recognizes the need for markets to operate competitively and shall observe and shall comply with all applicable law, rules, and regulations prohibiting anti-competitive practices. The Contractor shall not engage, directly or indirectly, in collusion or other anti-competitive practices that reduces or eliminates competition or restrains trade. The Department shall report to the appropriate authority any activity that evidences a violation of the antitrust laws, and take such other further action to which it is entitled or obligated under the law.
- B. The Contractor shall observe and comply with all applicable law, rules, and regulations prohibiting kickbacks and, without limiting the foregoing, Contractor shall not (i) provide or attempt to provide or offer to provide any kickback; (ii) solicit, accept, or attempt to accept any kickback; or (iii) include, directly or indirectly, the amount of any kickback in the contract price charged by Contractor or a Subcontractor of the Contractor to the Department. The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this subparagraph in its own operations and direct business relationships. The Department may take any recourse available to it under the law for violations of this anti-kickback provision.

- C. The Contractor represents and warrants that it did not, directly or indirectly, engage in any collusive or other anti-competitive behavior in connection with the bid, negotiation or award of the Contract. In the event the Department determines that there has been a violation of these provisions, it may terminate the contract without liability.

ARTICLE 33. Ethical Standards for Department's Employees and Former Employees:

The Department expects the Contractor to observe the highest ethical standards and to comply with all applicable law, rules, and regulations governing ethical conduct or conflicts of interest. Neither the Contractor, nor any person associated with the Contractor, shall provide (or seek reimbursement for) any gift, gratuity, favor, entertainment, loan or other thing of value to any employee of the District or the Department not in conformity with applicable law, rules or regulations. The Contractor shall not engage the services of any person or persons in the employment of the Department or the District for any Work required, contemplated or performed under the Contract. The Contractor may not assign to any former Department or District employee or agent who has joined the Contractor's firm any matter on which the former employee, while in the employ of the Department, had material or substantial involvement in the matter. The Contractor may request a waiver to permit the assignment of such matters to former Department personnel on a case-by-case basis. The Contractor shall include in every subcontract a provision substantially similar to this section so that such provisions shall be binding upon each Subcontractor or vendor.

ARTICLE 34. Construction:

The Contract shall be construed fairly as to all parties and not in favor of or against any party, regardless of which party prepared the Contract.

ARTICLE 35. Survival:

All agreements warranties, and representations of the Contractor contained in the Contract or in any certificate or document furnished pursuant to the Contract shall survive termination or expiration of the Contract.

ARTICLE 36. Remedies Cumulative:

Unless specifically provided to the contrary in the Contract, all remedies set forth in the Contract are cumulative and not exclusive of any other remedy the Government may have, including, without limitation, at law or in equity. The Government's rights and remedies will be exercised at its sole discretion, and shall not be regarded as conferring any obligation on the Government's to exercise those rights or remedies for the benefit of the Contractor or any other person or entity.

ARTICLE 37. Entire Agreement; Modification:

The Contract supersedes all contemporaneous or prior negotiations, representations, course of dealing, or agreements, either written or oral. No modifications to the Contract shall be effective against the Department unless made in writing signed by both the Department and the Contractor, unless otherwise expressly provided to the contrary in the Contract. Nothing herein shall be construed to limit the Department's right to issue unilateral modifications to the contract.

ARTICLE 38. Severability:

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Contract, and in lieu of each such invalid, illegal or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable; each part of this Contract is intended to be severable.