

Kent State University Request for Proposal no. 1990
(Electrical Service Contract Group 1 Regional and Other)
Vendor Questions and University Answers

Vendor 1 of 4

(Section 6.2, paragraph 4, text: "However, only 85 of the 89 Group 1 Accounts are associated with this RFP.")

- 1) We found that for the Ohio Edison accounts, 7 accounts came back with errors (see below). Do we need to take these accounts off?

• 08037672970000445168	• Account exists but is not active.
• 08005899155001451862	• Invalid account.
• 08005899160000440967	• Account exists but is not active.
• 08005899160000480306	• Account exists but is not active.
• 08005899160000490956	• Account exists but is not active.
• 08005899160000491019	• Account exists but is not active.
• 08005899160000491164	• Account exists but is not active.

Answer: Account 0800589915-5001451862 is not correct. The correct account number is 0800589916-500145862. All other account numbers have been dropped and can be removed.

Vendor 2 of 4

(Section 5.1, paragraph H, text: "For Group 1 Accounts all the invoices should go through the legacy host utility. All charges will be included in this invoice.")

- 1) Will all invoices continue to be consolidated through the legacy utility, or is there interest in direct supplier billing?

Answer: Attachment A PRICING INFORMATION states that billing must be Utility Consolidated or Monthly Summary. Those are the only two (2) billing options.

(Section 5.1, paragraph I, text: "A proposed contract detailing all elements of the pricing structure and describing all the terms and conditions of service must be included in editable Microsoft Word format.")

- 2) Could you confirm what payment terms are being requested (e.g., Net 30)?

Answer: Payment terms are Net 30.

Kent State University Request for Proposal no. 1990
(Electrical Service Contract Group 1 Regional and Other)
Vendor Questions and University Answers

(Section 4.17, text: "All prices quoted are expected to remain firm during the initial term of the contract...")

- 3) Would KSU allow a change in purchase price, with the option to adjust the purchase price OR add an additional line item to reflect the additional cost?

Answer: Absent a Change in Law event, no changes to the fixed price are allowed. If a Change in Law event occurs, the supplier and KSU will mutually develop and agree to any price adjustment that reflects the overall cost impact to the supplier for providing electric generation supply to KSU. Capacity and Transmission pass-through components are permitted to adjust based on PJM auction results, PJM updates to transmission costs or annual updates to capacity and transmission obligation tags.

- 4) Are there any anticipated changes to load profiles (e.g., new buildings, major efficiency projects, or onsite generation)? Additionally, are there plans to participate in additional demand response programs during the contract term?

Answer: There are no anticipated changes to existing load profiles. There are no anticipated new buildings, major efficiency projects, or onsite generation. The existing demand response programs are not expected to change. If a new demand response program becomes available, which is unlikely during the term of this contract, it may be considered if applicable.

- 5) Are there any anticipated large swings in usage (e.g., due to campus events, construction, or closures)?

Answer: Barring another pandemic, no changes to the existing load profiles are expected.

- 6) Are there any additional programs or value-added services KSU is interested in (e.g., energy efficiency, sustainability consulting)?

Answer: Useful and timely market and industry information are expected to be supplied by the successful vendor. Any additional value-added programs that may be available may be independently considered outside of and not associated with this contract.

Vendor 3 of 4

(Section 3.7, paragraph 2, text: "After the pricing event and bid evaluations, the successful bidder will be notified by email before 2:00 PM on the date of the pricing event with signed contract to follow as soon as practical thereafter.")

- 1) The RFP mentioned that the successful bidder will be notified by email before 2:00 PM. In case of a volatile market, will the successful bidder be allowed to refresh pricing?

Answer: No.

**Kent State University Request for Proposal no. 1990
(Electrical Service Contract Group 1 Regional and Other)
Vendor Questions and **University Answers****

(Section 4.17, text: "All prices quoted are expected to remain firm during the initial term of the contract...")

- 2) Does this clause apply to changes in law?

Answer: Attachment A PRICING INFORMATION states that KSU will accept a Change in Law for price components. Also, this was answered for a previous question.

(Section 4.3, text: "Either party may terminate this contract after the expiration of sixty (60) days from the effective date if the contract...")

- 3) Would a Supplier be entitled to damages for liquidation of underlying supply in the event Kent State terminates the contract early?

Answer: Any claims for alleged costs or damages associated with contract termination would be evaluated and responded to at the time of termination.

(Section 5.1[c], paragraph 5, "Account Additions or Deletions")

- 4) Can you further clarify the add/delete provision in Section 5.1(c)5? Is there a specific limit to the number of accounts that can be added or deleted pursuant to this section? Would Kent State be amenable to limiting this so that no more than 5% of the estimated aggregated annual volumes of Buyer's accounts can be added or deleted in each 12-month period following the commencement of service under the contract?

Answer: No, Kent State will not limit the number of small accounts that could be added under the 5% account addition or deletion clause. However, the number of accounts is expected to be small. The 5% is based on the annual contract usage but applies over the life of the contract term.

Other:

- 5) In the past RFPs, Kent State has provided past/future solar projects with estimated output. Please provide all PV Solar installations output and please identify the account(s) that are tie of each of the PV Solar installations.

Answer: Attachment A PRICING INFORMATION includes a tab labeled GROUP 1 PV SOLAR INFORMATION which includes information on the solar installations at the regional campuses.

LIST OF PV SOLAR AND ACCOUNT ASSOCIATIONS:

**Ashtabula – FE/Illuminating Co.
110-051-553-649
110-028-494-869
110-027-768-248**

**Kent State University Request for Proposal no. 1990
(Electrical Service Contract Group 1 Regional and Other)
Vendor Questions and **University Answers****

CPM – FE/Illuminating Co.
110-092-803-052

East Liverpool – AEP
078-696-000-0-2

Geauga – FE/Illuminating Co.
110-028-607-064

Kent – FE/Ohio Edison
110-009-197-333: This PV installation is 375 kW and has not been operational since September 2024. It is expected to be online in June 2026.

Salem – FE/Ohio Edison
110-017-336-832

Stark – AEP
071-101-100-0-9
071-610-681-0-6
074-201-100-0-4
078-990-100-0-8

Trumbull – FE/Ohio Edison; not included in bid at this time.
110-015-739-045

Vendor 4 of 4

(Section 3.12, “Preferred Invoicing and Payment Methods”)

- 1) Could Kent State please provide more detail on “etc.” they are looking for on an invoice?

Answer: This is standard boilerplate language for Kent State Procurement RFPs and is intended not to be an exhaustive list of examples of invoice elements but rather to draw attention to the University’s requirement for invoices to have information corresponding to every element listed on a standard University purchase order.

(Section 3.13, “Dun and Bradstreet”)

- 2) Will Kent State University consider the use of Standard and Poor’s and Moody’s ratings instead of Dun & Bradstreet?

Answer: Yes.

**Kent State University Request for Proposal no. 1990
(Electrical Service Contract Group 1 Regional and Other)
Vendor Questions and **University Answers****

(Section 5.1[c], paragraph 5, "Account Additions or Deletions")

- 3) Typically, any liquidated damages due to account deletions will be charged to the customer based on market conditions, and account additions will be priced at the current market rate at the time of the add. To prevent early termination penalties for deletions and to add accounts at the contract price, [Vendor 4 of 4] can offer an add/delete percentage. Would Kent State University like to include add/delete in its pricing?

Answer: Yes, as per RFP Section 5.1.c.5, the add/delete percentage is 5%.

(Section 5.1[h], "Sample Bill")

- 4) Please confirm Kent State University is requesting Utility Consolidated Billing and therefore, no sample bill is required.

Answer: Attachment A PRICING INFORMATION states that billing must be Utility Consolidated or Monthly Summary. Those are the only two (2) billing options. If the bidder opts for Utility Consolidated billing, no invoice needs to be included. However, if the bidder opts for Monthly Summary billing a sample invoice must be provided.

~~~~~

**GENERAL: Statement from the University on Affinity Agreements:**

Kent State University (KSU) will not consider pricing proposals submitted in response to the pricing event detailed in KSU RFP 1990 that include affinity agreement pricing that vendors may be required to provide through affinity agreements. All pricing proposals must exclude any affinity agreement pricing premiums.

*(End of document.)*