Kent State University Request for Proposal no. 1979
(Electrical Service Contract Group 2 Account)

Vendor Questions and University Answers

<u>Vendor 1 of 2</u>

1) In the RFP, page 23 under section 6.3 it reads:

   Product 1 - Retail Electric Service Product
   For Group 2 Account this product will be a fixed price full requirement product including firm uninterruptable electric supply…

   Being this is electricity, what is meant by "firm uninterruptable"?

   Supply of electricity must meet the full requirements of the Group 2 account and cannot be interrupted at the discretion of the Contractor.

2) RFP page 6, section 3.7:

   3.7 Evaluation and Contract Award: Selection and award of contract will be made to the vendor(s) whose proposal, in the sole opinion of Kent State University, represents the best overall value to the University. Factors which determine the award are more fully detailed in the specifications, and will include, but will not be limited to, the following: The proposer's responsiveness to all specifications in the RFP, quality of the proposer's products and/or services, ability to fulfill the contract, and general responsibility as evidence of past performance. Payment terms and cash discounts will be considered as determining factors in the contract award.

   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.

   Notwithstanding the above, this RFP does not commit the University to enter into any contracts as described in this document. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposals it receives.

   Can you explain if there will be a price hold by the suppliers on the pricing provided in the pricing event? Will suppliers be able to price refresh price prior to contracting (as the market could have moved between the pricing event and the contract delivery)?

   The successful bidder will be required to hold their bid price until 2:00 PM on the date of the pricing event. They will not be allowed to refresh their bid price after submission during the reverse auction.

3) No exact page:

   Does the buyer foresee any new additional accounts/meters being added to this group within the contracted period?

   No, Kent State does not foresee the addition of any additional accounts/meters over the term of the contract.

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4) Page 9, section 4.3:

Termination: Either party may terminate this contract after the expiration of sixty (60) days from the effective date of the contract. Termination may occur by giving the other party ninety (90) days prior written notice of its intent to terminate the contract, except that any breach of this contract shall be just cause for the University to terminate the contract immediately without such prior notice to you. In case of any termination resulting from breach of contract, the Procurement Department may, at its discretion, prohibit proposer from submitting a proposal on any project at the University for a period of up to three (3) years.

Would the buyer agree to keep the supplier whole should there be a termination that is not due to a breach of contract by the supplier?

KSU will follow the terminations protocol set forth in the contract.

5) Page 23, section 6.3 paragraph 8:

The pricing event will include six (6) options: No renewables required or specified above what is currently mandated (that is, the components/mixture of the power supplied is unconstrained and the vendor can choose/supply the option that is has the best value for KSU); 25% renewable price options above what is currently mandated, for twelve (12) month, twenty-four (24) month, and thirty-six (36) month year durations coinciding with the following Electric Delivery Year(s):
• June 1, 2025 through May 31, 2026 for a twelve (12) month term;
• June 1, 2025 through May 31, 2027 for a twenty-four (24) month term;
• June 1, 2025 through May 31, 2028 for a thirty-six (36) month term.

Are these the correct view of the 6 pricing event options to bid?

1. 12 month term without 25% REC’s
2. 12 month term with 25% REC’s
3. 24 month term without 25% REC’s
4. 24 month term with 25% REC’s
5. 36 month term without 25% REC’s
6. 36 month term with 25% REC’s

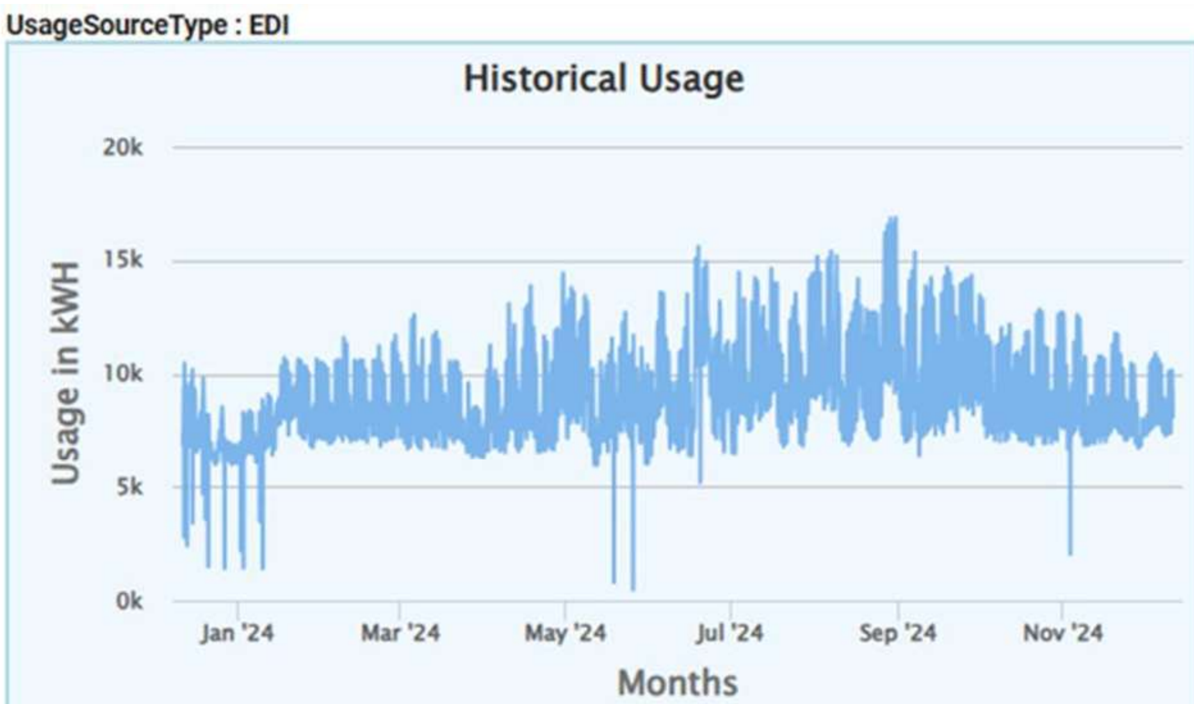
Yes, these are the six (6) pricing events.

6) No exact page:

In the KSU Historical Usage screenshot below the historical data we received from the utility, it shows more than 5 drops in usage in January of 2024. Can you please help us understand the nature of these drops?

Fall Semester ended in the middle of December 2023 and electrical loads dropped, as they normally do, with reduced people on campus. KSU entered the Holiday Break on 12-23-2023 that extended into early January 2024. Spring Semester 2024 did not begin until the middle of January 2024. During the latter part of December 2023 through the middle of January 2024 electric power consumption was low. KSU aggressively implemented energy reductions during this time and operated our larger combustion turbine at maximum output. The result was low usage of electricity from the grid. This is not an abnormal result for this time frame and the result depends on the weather, campus population, equipment availability, optimal equipment operation, etc.

KSU did have four (4) planned events where the grid delivered electricity was zero (0) for at least a portion of the day. Black Start Tests were performed on 5-18-2024 and 5-25-2024. Island Tests were performed on 6-19-2024 and 11-11-2024. During these events KSU was disconnected from the grid and supplied power to the campus with the combustion turbines.



(Q&A continue on following page.)

Kent State University Request for Proposal no. 1979
(Electrical Service Contract Group 2 Account)

Vendor Questions and University Answers

Vendor 2 of 2

1) **Section Number:** Attachment A
Paragraph Number: N/A
Text of Passage:

Attachment A, Electricity profile for Group 2 Account

PLANNED CADENCE VALUES

MONTHLY BILLING PERIOD	GRID KWH	SELF GENERATED KWH	TOTAL KWH CONSUMED
MAY-JUN	5,240,000	2,020,000	7,260,000
JUN-JUL	4,560,000	3,160,000	7,720,000
JUL-AUG	3,740,000	3,250,000	6,990,000
AUG-SEP	4,670,000	3,020,000	7,690,000
SEP-OCT	4,780,000	3,310,000	8,090,000
OCT-NOV	3,680,000	2,940,000	6,620,000
NOV-DEC	3,180,000	3,840,000	7,020,000
DEC-JAN	3,110,000	3,180,000	6,290,000
JAN-FEB	3,120,000	3,320,000	6,440,000
FEB-MAR	2,720,000	3,630,000	6,350,000
MAR-APR	2,660,000	3,290,000	5,950,000
APR-MAY	3,550,000	3,050,000	6,600,000
SUM	45,010,000	38,010,000	83,020,000

Question: Is the data provided in the Attachment A up to date, or still good to use as proxy for the next 36 months? If not, can you please provide an updated electricity profile for the Group 2 account?

The data provided in Attachment A is accurate for the next thirty-six (36) months barring any unforeseen, unique, and significant impacts to the campus.

2) Section Number: 3.7
Paragraph Number: 2
Text of Passage: **Evaluation and Contract Award:**

Selection and award of contract will be made to the vendor(s) whose proposal, in the sole opinion of Kent State University, represents the best overall value to the University. Factors which determine the award are more fully detailed in the specifications, and will include, but will not be limited to, the following: The proposer's responsiveness to all specifications in the RFP, quality of the proposer's products and/or services, ability to fulfill the contract, and general responsibility as evidence of past performance. Payment terms and cash discounts will be considered as determining factors in the contract award.

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.

Notwithstanding the above, this RFP does not commit the University to enter into any contracts as described in this document. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposals it receives.

Question: 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?

The successful bidder will be required to hold their bid price until 2:00 PM on the date of the pricing event. They will not be allowed to refresh their bid price after submission during the reverse auction.

3) Section Number: 4.17
Paragraph Number: N/A
Text of Passage: **Price Adjustment:**

All prices quoted are expected to remain firm during the initial term of the contract; however, in the event of a price change related to an increase or decrease, prices may be changed subject to a negotiated adjustment to reflect such an increase or decrease. Such negotiations and adjustments will be considered only upon written request to the Procurement Department, documented with cost data, filed prior to our request for delivery and submitted after the expiration of ninety (90) days from the date of the proposal closing.

Question: Does this clause apply to changes in law?

The contract will contain a clause that does apply to changes in law or regulations.

4) Section Number: 4.3
Paragraph Number: N/A
Text of Passage: **Termination:**
Either party may terminate this contract after the expiration of sixty (60) days from the effective date of the contract. Termination may occur by giving the other party ninety (90) days prior written notice of its intent to terminate the contract, except that any breach of this contract shall be just cause for the University to terminate the contract immediately without such prior notice to you.

Question: Can the following statement be removed? "Either party may terminate this contract after the expiration of sixty (60) days from the effective date of the contract." If not, would you amend the clause to further state that any termination before the end of the contracted term will be subject to damages as calculated by the supplier?

KSU will follow the terminations protocol set forth in the contract.

5. Section Number: 5.1
Paragraph Number: 7
Text of Passage: **Mandatory Requirements:**

1) Licensing: Potential vendors must be certified as a Competitive Retail Electric Service (CRES) in the state of Ohio and be licensed by the Public Utilities Commission of Ohio (PUCO) to provide electric supply to retail electric

customers and otherwise suitably qualified by the local distribution utility (LDU) in which physical delivery will take place. A statement certifying this is sufficient evidence.

2) Federal Licenses: Potential vendors must possess a Federal Energy Regulatory Commission (FERC) power marketing license. Provide the FERC Docket No., Date of Application, and Date of Approval as evidence.
3) Transmission Agreements: Potential vendors must have firm transmission service agreements and/or network transmission agreements in the potential vendor's name with PJM for the interconnection points between the LDU system and PJM to deliver supply to the Delivery Points of this contract. A statement certifying this is sufficient evidence.
4) PJM Subaccount: Potential vendor should have a PJM subaccount already established and satisfy other requirements so that KSU can continue with the First Energy Non-Market Based Pilot Program.

Question: For the required PJM subaccount, noted: "Potential vendor should have a PJM subaccount already established and satisfy other requirements so that KSU can continue with the First Energy Non-Market Based Pilot Program", is the supplier expected to have the subaccount currently established, or is it just expected to have this set up by the contract start of June 2025?

Subaccount must be established on or before first meter read May 1, 2025, or after; and ideally by the date of the pricing event tentatively set for April 2, 2025.

6) Section Number: 6.2
Paragraph Number: 3
Text of Passage: **Current State:**

Kent State was founded in 1910 and today the Kent State Campus consists of over six million gross square feet of floor area and approximately 151 buildings on 950 acres in the center of Kent, Ohio. Approximately 36% of the Campus buildings are Residence Halls, 47% Education and General and 17% Auxiliary. Along with the Regional Campuses and off campus buildings, the total is nearly 8 million gross square feet of floor area. This RFP is for one (1) account that is the Main Service Entrance associated with the KSU CHP Power Plant and the Summit Street substation. Information for the levels of proposed grid purchased power, self-generated power, and total power consumed for this Group 2 Account is provided in the attachments.

The Summit Street Power Plant was built in 2001 to provide a centralized source of power, steam and chilled water to the campus. The electric generation equipment consists of a Solar Taurus 60 (GT-1), with an ISO rating of 5,670 kW and a Solar Taurus 70 (GT-2), with an ISO rating of 7,520 kW. A PV solar array of 7.5 MW and a 1.5 MW storage battery is expected to be in service in March 2025. What is not generated in the Summit Street Power Plant and the PV solar array is purchased. Utility power is provided by Ohio Edison at 69 kV and is stepped down to 13.2 kV via two transformers, which are owned by Kent State University. Most of the power distributed to the campus is at the 13.2 kV level.

Please note, estimated future requirements incorporate the new solar array and battery storage expected to come online in March 2025.

Question: It is noted that pricing should include the new solar array and battery storage coming online in March 2025. Can you please provide the anticipated load shape and/or the anticipated annual load impact?

The storage battery will mainly be used for Frequency Demand Response and not for significant energy storage. An updated Attachment A, Electricity profile for Group 2 Account with PV Array has been constructed and will be supplied to all vendors. The KSU grid load profile will not change significantly. The PV Array will supply electricity during daylight hours which will be augmented by the combustion turbines. The total output of the combustion turbines will be reduced with some modifications of start and stop times and if 0, 1, or 2 turbines will be operated simultaneously.

7) Section Number: 6.3
Paragraph Number: 3
Text of Passage: **Product 1 - Retail Electric Service Product.**
For Group 2 Account this product will be a fixed price full requirement product including firm uninterruptable electric supply and transmission with a 100% bandwidth full swing, capacity cost pass through, and transmission cost pass through. A representative historical

power profile is shown in Attachment A and a LOA is available to the bidder upon request. Product will include all Energy Costs, (including basis and losses), Other Costs, (including taxes, supplier administrative, credit or agent fees), Ancillary Service Costs, (including administrative and power regulation, reserve, and balancing costs). Reference the Attachment B for Pricing Components. Participants may contact Enel X at jonathan.harvey@enel.com to request a sample invoice showing all of the above costs for one (1) typical month.

The successful Supplier assumes all risk and responsibility for providing an unlimited supply of electricity to the delivery points without regard to KSU's scheduled usage per the Electric Service Agreement.

Electric supply management services, by successful Supplier, include the responsibility for managing the electric generation supply that will be provided to KSU through FirstEnergy Corporation. This service should include providing timely market information regarding power costs, anticipated capacity events and any other information that would help KSU operate their Combined Heat and Power Plant, (CHP), and other facilities, in the most cost-effective manner. The Supplier will assume responsibility for any charges, real time pricing, penalties or "cash out" credits or charges, resulting from Supplier's inability to provide adequate electric supplies or manage KSU's program effectively.

Proposals shall include a contractual remedy provision assuring that KSU will be reimbursed and made whole in full by the Supplier for any charges, fees, penalties or incremental electric costs resulting from the Supplier's inability to provide KSU with full requirements or manage KSU's program effectively.

The successful Supplier will have access to the eligible retail electric customer's consumption and will be required to manage all aspects of the electric supply needs for KSU. The Supplier must be able to monitor consumption to balance supply nominations with consumption. KSU will make reasonable efforts to notify the Supplier of any extraordinary occurrences that may affect the original estimated usage. The Supplier will be responsible for making all scheduling nominations and changes required to provide full requirements retail electric service to KSU.

The pricing event will include six (6) options: No renewables required or specified above what is currently mandated (that is, the components/mixture of the power supplied is unconstrained and the vendor can choose/supply the option that is has the best value for KSU); 25% renewable price options above what is currently mandated, for twelve (12) month, twenty-four (24) month, and thirty-six (36) month year durations coinciding with the following Electric Delivery Year(s):

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• June 1, 2025 through May 31, 2028 for a thirty-six (36) month term.

Question:

Can you provide some examples for what is expected from the "Electric supply management services?" described as: "This service should include providing timely market information regarding power costs, anticipated capacity events and any other information that would help KSU operate their Combined Heat and Power Plant, (CHP), and other facilities, in the most cost-effective manner."

KSU expects to receive monthly market reports with current price data for at least several forward years; price updates during times of market volatility or impacts to the grid, peak predictor alerts; other information that may be germane to the electric power industry and the optimal operation of KSU's assets; phone conversations or remote meetings to discuss unique topics or situations, etc.

Additional General Questions:

8) Will Kent State University be signing Suppliers Contracts, or be using their own?

Kent State will sign the Supplier's contract as negotiated between the two parties.

9) In the past RFPs, Kent State has provided past/future solar projects with estimated output and shape. Can you please provide all solar installations currently tied to the Group 2 account 08005899160000434366 along with their estimated annual output?

The PV Array and BESS is not operational, and it is expected to be online in March 2025. Currently, the are no additional plans to add other behind the meter self-generation to this facility. However, any changes would be carefully examined and discussed with the supplier if considered at a later date. As discussed in KSU's answer for Section 6.2 above the monthly output of the PV Array will be supplied to all vendors in the updated Attachment A, Electricity profile for Group 2 Account with PV Array.

(End of document.)