



RFP ADDENDUM #2

CONTRACT NAME: Utility Services - Electricity Supply

CONTRACT NUMBER: LM110524

DATE OF ADDENDUM: January 23, 2024

The following information shall be carefully examined, together with the Contract Documents, and all information listed in this Addendum shall be incorporated in the submission:

- 1. RFQ due date is extended to January 30, 2025, 2:00 pm**
- 2. Enclosed is the Request for Information Log**

Lisa Mieszkowicz
Category Manager
Capital Projects and Facilities Procurement
University of Connecticut

RFI QUESTIONS AND ANSWERS - RFQ 110524 Utility Services - Electricity Supply

RFI No.	Question	Response
1	EXHIBIT A - DESCRIPTION OF GOODS AND SERVICES - MATERIAL CHANGE – Please confirm that, if there is a material deviation over 25% that Seller can pass on any losses and/or costs incurred by Seller.	No. Any anticipated material changes will have been included in the account groupings and pricing requests.
2	EXHIBIT A - DESCRIPTION OF GOODS AND SERVICES - ADDING FACILITIES TO THIS CONTRACT – Please confirm that any facilities added after the initial execution of the contract will be done at a mutually agreeable price.	The University is interested in adding an add/delete provision where accounts added or removed up to a certain threshold would be done at the contract price or without penalty. This will be addressed in the RFP.
3	Regarding Section 47 (Protection of University Confidential Information): Please confirm that confidential information does not include routine business energy data information.	Confirmed, routine business energy data information is not considered confidential.
4	Regarding Section 15 (Indemnification): Will UConn consider revising the language in this section so that the indemnification obligations only apply to the items listed in the final sentence of subpart (a)? o Will UConn delete subpart (b) as Seller will not be on the University's property and (2) we have no control over the commodity after it is delivered and thus bear no ability to cause nor responsibility for any damage to real or personal property of the University?	As a state agency, the University cannot modify the indemnification language.
5	Regarding Section 9 (Termination, Cancellation and Expiration): Will Seller be able to apply a net settlement amount if the contract is cancelled or terminated through no fault of the Seller?	No
6	Regarding Section 5. (Maximum Payable): Please clarify if this section is applicable to a commodity supply contract. If so, please provide a dollar amount.	The maximum amount payable will be based on the final contract award maximum value for the designated term.
7	Regarding the section below, can you inform suppliers if they have the ability to decline the price extension or if it can be made, mutually agreed upon? "The University may extend this Contract by thirty (30) days written notice, delivered prior to Termination, Expiration or Cancellation: (1) for twelve months at the applicable rates referenced in Exhibit B1, Exhibit B2 or Exhibit B 3 and (2) following such twelve month period, for additional periods of one month or greater, not to exceed twelve (12) additional months, at rates to be negotiated by the University and the Contractor."	If the University elects to extend the Contract, suppliers do not have the ability to decline the initial 12 month price extension.
8	Could you confirm that no pricing is to be provided in the first part of this two-part solicitation process?	Pricing is to be provided in the second phase (RFP) from the short-listed suppliers.
9	Regarding the "Regulatory Change" section on Page 20 of the supplier contract: a. How does this language relate to capacity tag changes? b. Throughout the contract period, how are capacity annual tags and any ISO updates to be addressed?	Capacity tag changes are not considered a "regulatory change". Any change to annual capacity tags, capacity rates, or reserve margins are not considered a regulatory change for known Forward Capacity Auction periods at the time of contract execution. Result of Forward Capacity Auction 19 may be considered a regulatory change, subject to bi-lateral adjustments by suppliers.
10	Regarding the "Adding Renewables to this Contract" section on Page 20 of the supplier contract: a. Please note that suppliers may be restricted from offering any renewable products in Connecticut due to PURA. If this becomes the case, how will UConn's request for renewables be affected? b. Is UConn looking for RECs only, or RECs bundled with other renewable energy?	In Connecticut, contracts that are in place are typically grandfathered. Any changes would be addressed in a renewal. Renewable product requests will be addressed in the RFP.
11	Data and LOA for University Accounts was not provided until just prior to the Q&A (RFI) Due Date. Please confirm the University will continue to respond to questions, pertaining to accounts and Exhibit D, as Proposers request usage from the utility in preparation of their Cost Proposals.	The University will respond to questions pertaining to accounts during the RFP phase.
12	Please provide full service addresses (street #, name, address 2, city, zip code) for each service address. This information is not provided to suppliers.	This will be addressed in the supplier bid form during the RFP.
13	Please provide the official legal entity name for each service account.	"University of Connecticut" and "UConn Health" are the official legal name(s). The legal entity for each service account will be addressed in the supplier bid from during the RFP.
14	Please consider moving the proposal date given the delay of contract review and Q&A so that suppliers can thoroughly vet and participate in a proposal submission.	RFQ due date is being extended to January 30th, at 2:00 PM, which will be reflected in addendum #2.
15	Will the University award the Vendor of Choice before 5:00 PM on the day that a Cost Proposal is requested from Proposers? Please detail the award/contract process.	This will be addressed during the RFP.

16	In the definitions, "(j) Full Requirements Electricity Supply" states: "Such firm, full requirements electricity shall be equivalent to the relevant LDC's basic service product." Please confirm that "equivalent...basic service product." does not refer to matching the LDC Standard Service rate for the applicable Standard Service term.	Confirmed, "equivalent...basic service product" does not refer to matching the LDC Standard service rates. The University means equivalent as in matching the same cost components that are included in the LDC basic service rates, which result in a firm, full requirements or an all inclusive fully fixed price.
17	Section "2. Term of Contract; Contract Extension" states "The University may extend this Contract by thirty (30) days written notice, delivered prior to Termination Expiration or Cancellation: (1) for twelve months at the applicable rates referenced in Exhibit B1, Exhibit B2 or Exhibit B 3..." Please confirm that the initial 12-month extension, at the rates referenced in Exhibit B1, Exhibit B2 or Exhibit B 3, is contingent upon mutual agreement between the University and the Contractor.	If the University elects to extend the Contract, suppliers do not have the ability to decline the initial 12 month price extension.
18	Section 9. "Termination, Cancellation and Expiration" states: "...reimburse the Contractor for its Performance rendered and accepted by the University in accordance with this Contract, in addition to all actual and reasonable costs incurred after Termination or Cancellation in completing those portions of the Performance which the Contractor was required to complete by the notice". Please confirm that the Contractor would be able to charge a termination fee, less "anticipated or lost profits", for the undelivered volumes associated with the early termination.	No
19	Do any of the accounts that are part of this bid, already have installed generation or any plans to install behind the meter generation? If so, what fuel type, what is the maximum output, when did the unit(s) come online date, and what is the expected generation by month?	This will be addressed in the supplier bid form during the RFP.
20	Is there any planned additional load saving measures expected to come online?	Yes, the University has carbon goals that will have continuous Energy Conservation Measures. This will be addressed in the supplier bid form in the RFP.
21	Please confirm that the requests for renewable energy specified in Exhibit A – "ADDING RENEWABLE TO THIS CONTRACT" will be consistent with the requirements of the CT Public Utilities Regulatory Authority (PURA) Voluntary Renewable Offers (VRO) Order.	Confirmed, the requests for renewable energy will be consistent with the VRO Order and will be addressed in the RFP.
22	Exhibit A – "REGULATORY CHANGE" states: "Regulatory Change may be a new charge/discount or an increase/decrease in a current charge imposed by the relevant LDC, ISO-NE, or ISO-NE's successor." Can the University use the same: "charge/discount or an increase/decrease in a current charge" in the sentence following, so it reads: "A Regulatory Change may also mean a new charge/discount or an increase/decrease in a current charge imposed through law or regulation by the State or the United States." as the State or the United States also have the ability to change a current charge.	The University may consider negotiating certain provisions of the draft contract with the vendor of interest.
23	Exhibit A – "REGULATORY CHANGE" states: "This notice must be provided to UCONN sixty (60) days prior to the implementation of the regulatory change.". Sometimes regulatory changes can be passed, but not become effective for months or years. Can the University confirm that "implementation of the regulatory change." means notice is provided 60 days prior to when the contractor is implementing the charges or discounts?	The University may consider negotiating certain provisions of the draft contract with the vendor of interest.
24	Exhibit A – "CONTINUITY OF SERVICE" states: "...shall be the Contractor's responsibility to coordinate with the LDC as necessary to resolve issues related to the LDC's regulated services...". Since the Contractor does not have responsibility for the LDC's regulated services, will the University amend to state: "...shall be the Contractor's responsibility to coordinate with the LDC as necessary to resolve issues related to the Contractor's ability to service the University's accounts."?	The University may consider negotiating certain provisions of the draft contract with the vendor of interest.
25	Will the University provide a second Q&A period, for Proposers selected for the second part of the solicitation process?	Yes
26	Can you confirm if annual changes in ICAP tags are considered a regulatory change?	Annual changes in ICAP tags are not considered a regulatory change.
27	Please confirm whether the reference in 23(c) of the draft contract to "Title 4a concerning State purchasing, including, but not limited to 22a-194a concerning the use of polystyrene foam" is a valid reference for the scope of these services and, if so, can UConn provide the URL link to the specific code reference related to polystyrene foam?	Contractor will comply with State and Federal laws. Refers to Connecticut General Statutes 22a-194a regarding polysterene foam. https://www.cga.ct.gov/2019/pub/chap_446c.htm#sec_22a-194a

28	With regard to provision #6 of Exhibit C – Code of Conduct: The Contractor is a very large, multinational organization that has its own code of conduct that complies with federal requirements. It is unduly burdensome to track hundreds to thousands of our customer’s own individual code of ethics. Please confirm that the Contractor can rely on its own, federally compliant Code of Ethics.	Supplier will be requested to comply with the University's Code of Conduct.
29	The draft contract provided with the RFQ does not contain a Key Personnel provision and this RFQ is for the supply of electric power, a standard commercial service that is not associated with the labor or services of individual employees of the Contractor.	As stated in the RFQ - It is recommended that the Proposer provide Resumes for the following position: AccountManager.
30	a. Please confirm there is no need for offerors to submit the form titled “Resume For Proposed Key Personnel, FACSERV-RFQ” (or to provide resumes or list any proposed Key Personnel)?	As stated in the RFQ - It is recommended that the Proposer provide Resumes for the following position: Account Manager.
31	b. Similarly, please confirm there is no need for offerors to list the names of Key Personnel in the “Contract Table” of the RFQ document titled: “Proposed Team and Previous Relevant Experience”.	All information on the forms are to be completed.
32	Please clarify whether supplier(s) and UCONN may negotiate the provisions of the draft contract in good faith prior to the bid date.	No.
33	In the event UCONN or the State fails to timely pay supplier for its services, what remedies for the Contractor (winning supplier(s)) will be included in the contract between the parties. Currently, the contract only provides remedies for the Contractor’s default.	Refer to Section 11 in the draft contract.
34	Section 15 of the draft contract provides for the supplier to indemnify the State, UCONN, etc. for Claims resulting from a supplier’s Acts. In the event indemnity is sought by UConn, Proposer’s practice is for its legal representation regarding any Claims to be chosen in its sole, discretion. Please confirm that deletion of the following contract language is acceptable: “Contractor shall use counsel reasonably acceptable to the University in carrying out its obligations under this section.”	As a state agency, the University cannot modify the indemnification language.
35	Supplier proposes that the cure period in Section 11 of the draft contract be amended to ten (10) business days to eliminate the State unilaterally setting a cure period for the winning supplier during the term of the contract. Is UCONN willing to modify the applicable language to provide that the cure period will be agreed upon by the parties prior to award.	The University may consider negotiating certain provisions of the draft contract with the vendor of interest.
36	In the draft contract, Section 42 Cross-Default -- Contractor’s failure to perform under one contract with any State of Connecticut-related entity is unlikely to affect the Contractor’s ability to perform under any other contract. Is UCONN willing to delete this provision or in the alternative, limit any such cross-default provision to the following: (i) contracts between Contractor and the same State of Connecticut-related entity and (ii) instances of gross negligence, willful misconduct, fraud, and insolvency/bankruptcy.	This will be limited to the University of Connecticut and UConn Health contracts.
37	Is UCONN willing to amend the draft contract to include the following Limitation of Liability provision? Please confirm agreement with amending the draft Contract to include the following language: “Notwithstanding any other provision of the Contract to the contrary, neither party nor their respective officers, directors, shareholders, associates, employees, agents, representatives, successors and assigns, shall be liable to the other party for any consequential, exemplary, special, incidental, or punitive damages (including, without limitation, lost opportunities or lost profits) which are connected with or resulting from Claims arising out of, or in connection with, the performance or non-performance of a party’s obligations under the Contract. The entire liability of each party for any and all Claims will be limited to direct actual damages, subject in all cases to an affirmative obligation of each party to mitigate its damages.”	The University may consider negotiating certain provisions of the draft contract with the vendor of interest.
38	In order to allow stakeholders time to review the draft contract (once provided), would you be willing to extend the deadline for questions?	No.
39	Will you be willing to consider alternate pricing structures that we believe would be advantageous to UConn?	During the RFP period, the University will provide the requested pricing structures. No alternates will be considered.

40	During the Pre-Proposal conference, it was briefly mentioned that privately held companies need to provide slightly different financial information. On the solicitation information sheet it mentions, "If the Supplier is privately held, please indicate as much prior to the due date for technical responses and other arrangements can be made." As a privately held company, what specifically do we need to provide in terms of financial information?	Privately held firms are to provide : Total revenue/revenue growth, some kind of profitability margin (gross margin, operating margin, net income), cash flow, debt ratio.
41	The Contract section on Page 4 says a draft contract has been provided. It does not appear available in this portal. Please provide ASAP. It is unreasonable to not allow exceptions without ample time for review. Without a contract for review, how can we provide exceptions?	Draft Contract Rev. 1.8.25 was provided in Addendum #1 and attached under Buyer Attachments for review.
42	New to your system, but I can't seem to find anything on volumes (we would prefer LOAs for the accounts), term, hourly load data, etc. Where do I find this information within your website?	LOAs and account list was provided in Addendum #1. Further details will be addressed during the RFP.