

Town of East Haven

And

East Haven
Board of Education

Public Schools

To

Provide Retail Electricity Supply

Bid # 17-02

Open: Thursday, May 11, 2017 @ 11:00 A.M.

Advertised: May 2, 2017

Bid Open

At:

The Town of East Haven
Finance Office
250 Main Street
East Haven, CT 06512
@ 11:00 A.M.

I. Introduction

II.

The Town of East Haven Connecticut (the “Town”) solicits Bid proposals from qualified entities (“Retail Electricity Providers”) to provide Retail Electricity to the Town of East Haven & its Board of Education accounts. The successful Retail Electricity Provider is expected to supply Electricity to the Town of East Haven & Board of Education (Schools) pursuant to a contract with a term not less than one, and not more than 3 years. The Town shall determine the term of the contract based on Retail Electricity Providers’ Proposals. The contract term will commence July 1, 2017, or as soon as possible thereafter, and will terminate no earlier than June 30, 2018, as determined by the Town and Board of Education.

II. Projected Schedule of Events

1. Bid Advertised May 2, 2017
2. Bid Due Date.....May 11, 2017 @ 11:00 A.M.
3. Contract Executed Date..... May 11, 2017
4. Initial Supply Commencement Date July 1, 2017

Pricing Submissions must be delivered as sealed Bid Proposals to the Finance Office no later than Tuesday, May 11, 2017 @ 11:00 A.M.

The winning Bidder will be contacted and instructed to send a copy of their electric commodity contract to the Finance Office for review and approval. All inquiries relating to this Bid emailed to eh.rizza@att.net.

The **Town**, at its sole discretion, may request the Retail Electric Commodity Supplier to submit one or more successive Price Proposals subsequent to the Submission Date, in order to consummate an electric commodity contract.

III. Overview

In the request for Pricing (“Bid”), the Town is seeking pricing for competitive retail electricity generation services (including required ancillary service charges) from licensed Connecticut Department of Public Utilities Commission (“CDPUC”) Competitive Suppliers and Electricity Brokers. Electricity supplied under this agreement must be delivered in conjunction with the local distribution service provided by United Illuminating and in accordance with all rules and regulations of the State of Connecticut and the Independent System Operator – New England (“ISO-NE”).

IV. Exhibits

Attached as Exhibit A is a complete list of electricity accounts covered under this Bid. See Exhibit B for a signed account information release form.

V. Scope of Service and Pricing Options

Scope of Service

Retail Electricity Provider(s) shall provide delivery of **Full Requirements** electricity supply for a period of not less than one year and not more than Three years, as specified below;

Retail Electricity Provider(s) shall be responsible for all administration of monthly electricity billing for generation services including the billing of all ancillary charges including, but not limited to; (1) generation services, (2) congestion related charges, (3) resource-must-run (RMR) charges, (4) generation capacity charges, (5) and line losses.

Retail Electricity Provider(s) to be responsible for all utility and/or ISO-NE scheduling, and management of associated fees.

Requested Pricing

Fixed Price Electric Generation Service, priced at applicable Hub.

Note; Prices should be for generation service only (including applicable capacity charges) All ancillary charges including: Congestion, RMR, Line Losses and other charges to be treated as “pass-thru” charges and states so by the respondent.

Full Requirements Fixed Price, (One Year)
commencing July 1, 2017
and ending June 30, 2018.

Full Requirements Fixed Price, (Two Years)
commencing July 1, 017
and ending June 30, 2019.

Full Requirements Fixed Price, (Three Years)
commencing July 1, 2017
and ending June 30, 2020.

Company; _____

Address; _____

Telephone; _____

Fax; _____

Contact; _____

Authorized
Signature

Terms and Conditions

Contracts shall be for Full Requirements Supply of electricity.

Retail Electricity provider shall provide separate billing of generation service charges with similar payment terms as required by the United Illuminating Company. Supplier must be flexible in providing summary billing by department.

The proposed contract for service shall not include any self-renewal or “evergreen” clauses. Inclusions of these clauses will result in immediate disqualification for services.

The governing state for contract purposes shall be; State of Connecticut.

VI. Minimum Qualifications and Conditions

Minimum Bidder Qualifications:

Eligible Retail Electricity Providers must meet the following, minimum requirements:

1. Be listed on the State of Connecticut List of Competitive Electricity Suppliers, Bidder must provide a copy of a valid, current license issued by the CTDPUC.
2. Currently supply competitive electricity to retail consumers, including municipalities in New England and/or New York State.
3. Eligible Retail Electricity Provider must be in good business standing with the state of Connecticut. Any violations of Connecticut Consumer Protection Laws must be clearly articulated in the Contract Submittal and Retail Electricity Provider Qualification response.

Eligible Retail Electricity Provider(s) must identify the account manager with contact information for the procurement process.

Additional Conditions and Requirements

The Town reserves the right to seek additional information related to the Retail Electricity Provider to ensure compliance with all Federal and State rules, regulations, and laws with respect to the sale of electricity.

At any time, the Town may for any reason abandon the procurement process, reject any Bid submission, request clarification, or modifications to Bids; and accept the Bid or enter into any agreement that, in its judgment, best serves the interests of the Town.

The Town advises any Retail Electricity Provider that the actual electricity usage by the Board of Education locations in the Town may be significantly higher or lower than any historical or projected usage figures presented in connection with this Bid.

The Town of East Haven is exempt from all Connecticut Sales Taxes and Federal Excise Taxes. No sales or excise taxes shall be included in any Bid or any invoices submitted to the Town for retail electricity services. The Town will provide, to the awarded Retail Electricity Provider, a State of Connecticut sales and use Tax Exemption.

The Town of East Haven reserves the right to accept or reject any or all offers, Bids, or Proposal, based upon the responses received from this Bid, the Town may request an additional round of pricing and/or meetings with interested proposes.

Evaluation Criteria

Selection of a Retail Electricity Provider will be based on the following criteria;

1. Qualifications and experience to perform requested services;
2. Competitive pricing proposal.
3. Ability to integrate future load management, peak demand curtailment into pricing options.

3. The Customer's Energy Readings treated as Confidential Material.

UI agrees to treat the customer's Energy Readings as confidential material, and shall not use, or disclose any such information without the Customer's consent, except as necessary in the performance of this agreement. If the Requestor is not the customer of record for the designated facilities, the customer authorization section of this form requires the customer's signature.

4. Payments

The Requestor will pay to the UI a fee *plus any applicable taxes* to fulfill the request. Such fees will be invoiced to the Requestor, on their next monthly bill issued by UI after the service has been provided. UI's applicable standard Terms and Conditions or its Terms and Conditions for Electrical Suppliers, Aggregators and Authorized Third Parties, as approved by the DPUC Apply. Specifically, late payment fees will apply in accordance with UI's Standard Terms and Conditions.

The fee and service under this Agreement, may be subject to review by the PDUC, and in the future the DPUC may modify the fee or the service provided herein.

5. Terms and Conditions

- a. This Agreement is effective from the date signed by both parties and Terminates upon UI's delivery of the above reference Energy Readings to the Customer per Section (2) above.
- b. The Requestor may designate additional information, subject to the terms of this agreement, an additional agreement must be signed.
- c. If fulfillment of this request is done monthly, or on some other periodic basis, the Requestor agrees to provide at least 30 days prior notice in writing to UI before termination of this agreement.

6 Required Information

The Requestor must provide the information requested to enable the Company to fulfill the request.