



BID 2019-03B

REQUEST FOR BIDS FOR

DIRECT ACCESS ELECTRICAL SERVICE PROVIDERS

RESPONSES DUE NO LATER THAN

10:00 a.m. on November 15, 2018

	Notice to Bidders	Page 1
	Information for Bidders	Page 1
	General Conditions	Page 1-2
Attachment A	Information Request	Page 1-3
Attachment B	Scope of Services	Page 1
Attachment C	List of District Sites	Page 1-3
Attachment D	Credit Certificate Affirmation	Page 1
Attachment E	Insurance Requirements for ECSP	Page 1-3
Attachment F	Bid Form	Page 1-2

For further information, contact Janay Greenlee, Director of Purchasing, Poway Unified School District Purchasing Department, jgreenlee@powayusd.com or 858.748.0010 x2788. The last date to submit questions shall be November 9, 2018, 4:00 p.m. All questions must be submitted in accordance with the procedures set forth in the Information for Bidders.

NOTICE TO BIDDERS
POWAY UNIFIED SCHOOL DISTRICT
Purchasing Department, Building 700
13626 Twin Peaks Road, Poway, California 92064
Phone: 858.748.0010 x2788

NOTICE IS HEREBY GIVEN that the Poway Unified School District of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the District will receive up to, but not later than **10:00 a.m. on November 15, 2018**, sealed bids for the award of a contract for the following:

DIRECT ACCESS ELECTRICAL SERVICE PROVIDERS
BID NO. 2019-03B

The Poway Unified School District, hereafter "District", is seeking to establish a new contract for the supply of electricity to a number of sites in the District. Accordingly, the District is inviting qualified Electric Commodity Service Providers (ECSPs) to submit responses to this Request for Bids.

Bids must be submitted in a sealed envelope clearly identified as **DIRECT ACCESS ELECTRICAL SERVICE PROVIDERS, BID NO. 2019-03B** with the company name of the bidder. Such bids shall be received in the Poway Unified School District, Purchasing Department, 13626 Twin Peaks Road, Building 700, Poway, CA 92064-3034, **not later than 10:00 a.m. on November 15, 2018** and shall be opened and publically read aloud. Late bid submittals cannot be considered and will be returned unopened.

Bidder shall submit one (1) original and one (1) electronic version consisting of a thumb drive to include all submitted documents, responses, and forms.

Each bid must conform and be responsive to this invitation, the Information for Bidders, the Specifications, and all other documents comprising of the pertinent bid documents. Copies of the Bid/Contract Documents are now on file and may be obtained in the office of the Director of Purchasing at the above address.

The District reserves the right to reject any or all bids, to accept or to reject any one or more items of a bid, or to waive any irregularities or informalities in the bids or in the bidding. No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids.

For further information, contact Janay Greenlee, Director of Purchasing, Poway Unified School District Purchasing Department, jgreenlee@powayusd.com or 858.748.0010 x2788. The last date to submit questions shall be November 9, 2018, 4:00 p.m. All questions must be submitted in accordance with the procedures set forth in the Information for Bidders.

Dated this 30th day of October, 2018.

Signed: *Charles Sellers*
Clerk, Board of Education
Poway Unified School District

Published: San Diego Daily Transcript

Publication Dates: October 30 and November 6, 2018

INFORMATION FOR BIDDERS

As part of a comprehensive effort to reduce energy costs for its facilities, the Poway Unified School District, hereafter "District", is seeking to establish a new contract for the supply of electricity to a number of sites in the District (See Attachment C). Accordingly, the District is inviting Qualified Electric Commodity Service Providers (ECSPs) to submit responses to this Request for Bids.

The Poway Unified School District intends to solicit a proposal from qualified ECSPs to provide electric commodity services to the some Poway Unified School District sites through this bid process. The District will receive responses encompassing all costs and services applicable to the supply of electricity to those sites.

This Request for Bids includes the Information Request which indicates the information the District wishes your firm to provide. (See Attachment A)

The Scope of Services outlines the electric commodity supply services that the District wishes to secure from the qualified ECSPs, the contract duration and terms, and the current load profile that is to be included with each bidder's bid submittals. **No pre-submittal conference is planned** (See Attachment B). It is the responsibility of the Bidder to prepare a complete and up-to-date summary of the District's current electric load profile to be included in the bid submittals.

Bids must be submitted in a sealed envelope clearly identified as **DIRECT ACCESS ELECTRICAL SERVICE PROVIDERS, BID NO. 2019-03B** with the company name of the bidder. Such bids shall be received in the Poway Unified School District, Purchasing Department, 13626 Twin Peaks Road, Building 700, Poway, CA 92064-3034, **not later than 10:00 a.m. on November 15, 2018** and shall be opened and publically read aloud. Late bid submittals cannot be considered and will be returned unopened.

Bidder shall submit one (1) original and one (1) electronic version consisting of a thumb drive to include all submitted documents, responses, and forms.

Award of a contract is anticipated to take place in December 13, 2018 with contract service commencement in January 2019.

Questions and requests for clarification related to this Request for Bids shall be requested in writing **prior** to the date the bid is due and must be received by November 9, 2018, 4:00 p.m. to allow an Addendum to be issued if necessary. Questions received after this deadline will not be answered. Submit questions in writing by email to: Janay Greenlee, Director of Purchasing at jgreenlee@powayusd.com

This Request for Bids does not commit the Poway Unified School District to award a contract or to pay any costs incurred in the preparation of the statement or sealed proposal. The Poway Unified School District reserves the right to cancel this solicitation in part or in its entirety should this be in the best interested of the District.

GENERAL CONDITIONS**1. Process and Procedure**

- a. The District reserves the right to withdraw this Request for Bids at any time without prior notice. Further the District makes no representations that any contract will be awarded to a bidder responding to this Request for Bids. The District expressly reserves the right to reject any and all responses and to deem any and all bidders as not responsive to this Request for Bids. The District expressly reserves the right to waive any minor irregularities, and, at its sole option, may request clarification and/or additional information from one or more potential vendors without obligating itself to request such additional information from all potential vendors.
- b. The District shall not be liable for any expenses incurred by any bidder or by the selected firms to respond to this Request for Bids.
- c. The District shall be held harmless and free from any and all liability, claims or expenses whatsoever incurred by, or on behalf of any person or organization responding to this Request for Bids.
- d. No prior, current, or post award verbal conversation or agreement(s) with any officer, agent, or employee of the District shall affect or modify any terms or obligations of this Request for Bids, or any contract resulting from this procurement.
- e. Should a bidder find discrepancies in or omissions in the Request for Bids, or should there be any doubt as to meaning, the bidder shall at once notify the District's Director of Purchasing in writing. Should it be found by the District representative that the point in question is not clearly and fully set forth, a written Addendum will be sent to all persons receiving the Request for Bids.
- f. The District reserves the right to accept or reject any or all responses to the Request for Bids received as a result of this Request for Bids, or to seek clarification with any qualified sources or to cancel in part or in its entirety this Request for Bids if it is in the best interest of the District.
- g. All bid responses and submittals become the property of the District and become matters of public record. They are available under the terms of the State of California's Official Records Act upon Notification of Award. By submission of a response, ECSPs agree that the material contained in the proposal may be released to the general public.

2. Required Contents of Information Request

Bidder shall submit one (1) original and one (1) electronic version consisting of a thumb drive to include all submitted documents, responses, and forms. In addition, bidders must provide all the supplemental and additional information as described herein. Information provided should be concise but comprehensive and shall not include promotional material. All Information Requests submittals must adhere to the format in Attachment A. Responses should be structured so that a firm's qualifications can be readily evaluated using the criteria herein. The information required is to be submitted on the forms included as Attachment A hereto and / or provided as a separate submittal where indicated below.

3. District Overview

The Poway Unified School District is a K-12 educational institution located in Northern San Diego County. There are over 3,300 employees and more than 35,500 students at school sites and office complexes. District sites not detailed in these documents receive their electricity from the local utility company, San Diego Gas and Electric. The sites detailed elsewhere in these documents are receiving Direct Access Electricity. The sites include High Schools, Middle Schools, Elementary Schools, the District Office Complex, a separate Food and Nutrition warehouse complex, and an administrative office at Twin Peaks Center. The District follows a traditional school year with classes held from late August through June, with a limited number of classes offered during the nine-week summer.

4. Evaluation / Award Criteria

An Evaluation Committee will examine all responses to the Request for Bids. The committee will identify those responses where additional clarification and/or discussions with an ECSP may be necessary. An external consultant may provide technical expertise to the District during the evaluation process.

The District reserves the right to request clarification and or hold discussions requesting additional information or clarifications from a firm if necessary. Such clarifications or additional information shall be submitted by the firm as necessary. Such clarifications or additional information shall be submitted by the firm as a modification to the Request for Bids. The fact that the District may request such clarification from one firm does not obligate it to seek similar clarification from any other firm.

Each response to this Request for Bids will be evaluated based on the information submitted. Upon completion of the evaluation of written bids, District may short-list three to four firms for oral interviews by tabulating the scores for written submittals, interview and rank the bidders accordingly.

Evaluation Criteria	Descriptions	Score
1. Relevant Experience	Bidders shall demonstrate experience in providing electrical commodity services of the type required by the District, and of the magnitude consistent with the requirements of the District.	30
2. References	Bidders shall provide at least three (3) references where they have supplied electrical service similar to the needs of the District. References shall include project names and sizes, addresses, contact names(s), phone numbers and e-mail addresses.	10
3. Pricing	Bidders shall provide pricing, in details, that would follow the District's Load Profile. The firm shall also provide price options for changes in the District's current Load Profile, either increase or decrease in total electrical load, especially, peak and mid-peak prices.	50
4. Sample Contract	With their bid, Bidders shall provide a sample of their preferred contract document they propose be used if selected, as an attachment to the proposal, for the District's review and evaluation. District reserves the rights to accept or reject, in part or in whole, the contractor's terms and conditions.	10

ATTACHMENT A

INFORMATION REQUEST

The bidders must respond to each of the questions asked, and the information requested, in the sequence in which asked or requested, responding completely and in as much detail as you wish. All questions shall be answered and all requested information shall be provided. **Respondents to this Request for Bid shall repeat each question or request and insert the response directly after the question or request.** The District will consider additional information submitted only if identified as “Supplemental Information” and cross-referenced to, and be responsive to, a particular question or request. Information Requests should be concise but comprehensive and shall not include promotional material. All Information Requests must adhere to the format required.

Responses to the Information Request includes the following categories: (1) Performance; (2) Capabilities and Experience; (3) Services and Pricing Approach; (4) Key Contract Elements; (5) Financial Strength; (6) Legislative, Regulatory and Market Climate.

1. Performance

Provide references for three (3) customers with whom you have provided similar services for at least the past three (3) years. At least one reference must be a California customer, preferably a customer residing within the San Diego Gas & Electric service territory. Furthermore, it is preferred that at least one reference be a public entity. Indicate whether a complaint has been filed with the California Public Utilities Commission (CPUC) against your firm. If so, then describe the complaint and the resolution. Please state whether legal action has been brought against your firm for failure to perform any energy services contemplated in this solicitation. References shall include name of contact, title, name of firm or entity served, address, email address, and phone numbers, kilowatt hours (kW-h) served, and number of accounts served. Please complete and submit one (1) information sheet for each.

2. Capabilities and Experience

Provide a general overview of your firm’s capabilities and experience related to the energy services contemplated in this solicitation. Please address:

- Electric direct access commodity service in California
- Number of clients with kW-h served
- Number of accounts served
- Describe largest customer in terms of kW-h and in terms of number of accounts
- Length of service in California
- Names and volume of service to public entities in California
- Is your firm a registered ECSP with the CCPUC?

3. Services and Pricing Approach

Services:

- Please describe your billing services and discuss billing standards regarding billing accuracy and timeliness. Does your firm provide the billing services or is this done through a sub-ECSP? If subcontracted, then who is the firm and what is their experience?
- Please describe how you obtain metered data for your direct access accounts.
- Please describe your customer service capabilities. How will your firm address billing problems? Will there be a specific person assigned to the District to address any billing problems?
- Will there be a representative assigned to the District that will facilitate communication, and if so, who is that individual? Where is this person located (office location)? Please provide a resume for that individual.
- Do you have an office in the San Diego area?
- Does your firm serve as its own scheduling coordinator with the California Independent System Operator (ISO)? If not, then what firm serves in this capacity? How are scheduling and balancing requirements managed between your firm and the scheduling coordinator?

Pricing Approach:

- Please define the specific components associated with your firm's commodity pricing.
- Please describe how your firm charges for ISO imbalance charges.
- Please describe how your firm charges for other ISO charges.
- Please describe your firm's approach to energy use bandwidth.
- Please describe how your firm charges for customer service, billing and meter reading services.
- Please provide a copy of your standard contract attachment that reflects the specific electricity pricing components and indicate those that would most likely apply in this situation.
- Please describe your pricing approach for changes to the District's current Load Profile (Increase or Decrease in demand).

4. Key Contract Elements

Please describe how your firm contractually addresses the following contract elements:

- Bandwidth
- Change in Law
- Addition and deletion of accounts

Please provide a copy of your standard California electric commodity contract.

5. Financial Strength

Provide your most recent annual report and SEC Form 10Q. Also indicate the business unit or affiliate with whom a contract would be signed. Indicate willingness to provide a parent guarantee and credit assurance for both parties. ECSP should complete the Credit Certificate Affirmation form found in Attachment D.

6. Legislative, Regulatory and Market Climate

Provide your firm's perspective relative to any anticipated regulatory, legislative or market changes that might influence direct access service and electric prices over the next several years. These changes could include, but would not be necessarily limited to, natural gas prices, Department of Water Resources (DWR) commodity costs, SDG&E commodity costs, Electric Energy Commodity Cost (EECC rate), Reliability Must Run (RMR) costs, direct access legislation, etc.

ATTACHMENT B

SCOPE OF SERVICES

As part of a comprehensive effort to reduce energy costs for its facilities, the Poway Unified School District, hereafter "District", is seeking to establish a new contract for the supply of electricity to a number of sites in the District (See Attachment C). Accordingly, the District is inviting Qualified Electric Commodity Service Providers (ECSPs) to submit responses to this Request for Bid.

To facilitate an understanding of the District's electricity use, the District is providing Authorization to Receive Customer Information from SDGE, which is listed in Attachment F. It is, however, the responsibility of the Bidder to prepare a complete and up-to-date summary of the District's current electric load profile to be included in the submittals.

The initial contract term will be one year. It is anticipated that the contract would begin on January 1, 2019 and continue through December 31, 2019. Four optional annual extensions (for a maximum five year total potential contract) will also be part of this contract.

January 1, 2020 – December 31, 2020 Opt. 1

January 1, 2021 – December 31, 2021 Opt. 2

January 1, 2022 – December 31, 2022 Opt. 3

January 1, 2023 – December 31, 2023 Opt. 4

Should awarded bidder be unable to commit to another year at the same rate, or should the District find it may be advantageous to rebid for service, the next option will not be executed. Instead, the District will again advertise for bids to provide the service. Should the vendor agree to continue the service in accordance with terms, conditions and pricing as bid, and the District accept to continue, the contract period will be extended and documented by a contract amendment.

Under no circumstances will contract extensions extend beyond December 31, 2023.

ATTACHMENT C**LIST OF DISTRICT SITES**

Site	SDGE Account #	Meter #	Service Location
Abraxas High School	0705436684	01666132	12450 Glenoak Road
Poway High School	6051938317	01798055	15500 Espola Road N
Mount Carmel High School	8753777069	01936229	9550 Carmel Mountain Road
Mount Carmel High School	8340394049	05449298	9550 Carmel Mountain Road
Del Norte High School	4323650946	06699985	16601 Nighthawk Lane
Rancho Beranado High School	2552205448	01797076	13010 Paseo Lucido
Black Mountain Middle School	8000755115	01852179	9353 Oviedo Street B
Bernardo Heights Middle School	0803558876	01823422	12990 Paseo Lucido
Bernardo Heights Middle School	7014864948	06224868	12990 Paseo Lucido
Meadowbrook Middle School	7452638888	01936108	12320 Meadowbrook Ln
Meadowbrook Middle School	4176556384	01838094	12320 Meadowbrook Ln
Twin Peaks Middle School	9024808954	01878389	14640 TierraBonita Road A
Twin Peaks Middle School	2226282204	01682812	14640 TierraBonita Road
Twin Peaks Middle School	9553131935	05105605	14640 TierraBonita Road
Mesa Verde Middle school	1815037990	01797942	8375 Entreken Way
Garden Road Elementary School	4991796844	08000662	14614 Garden Road B
Canyon View Elementary School	1411615070	09007338	9225 Adolphia Street

Site	SDGE Account #	Meter #	Service Location
Highland Ranch Elementary School	7966470018	01839213	14840 Waverly Downs Way A
Highland Ranch Elementary School	9375705855	01666129	14840 Waverly Downs Way
Rolling Hills Elementary School	9815044671	01982475	15255 Penasquitos Drive A
Rolling Hills Elementary School	2468462180	01955529	15255 Penasquitos Drive
Deer Canyon Elementary School	6265508483	01666295	13455 Russet Leaf Ln
Midland Elementary School	9404859604	01863940	13910 Midland Road
Sundance Elementary School	9908783941	01839543	8944 Twin Trails Drive
Sundance Elementary School	7876914187	06574473	8944 Twin Trails Drive A
Morning Creek Elementary School	3086945425	01666130	10925 S Morning Creek Drive
Painted Rock Elementary School	5309529963	05875725	16711 Martincoit Road Po D
Turtleback Elementary School	0858603095	01749672	15855 Turtleback Road
Turtleback Elementary School	8687854251	01759090	15855 Turtleback Road A
Pomerado Elementary School	2036948000	01800750	12321 9th Street
Creekside Elementary School	2294043460	01701790	12362 Springhurst Drive
Sunset Hills Elementary	9550268588	01839546	9291 Oviedo Street
Shoal Creek Elementary School	9681234256	01706788	11775 Shoal Creek Drive
Tierra Bonita Elementary School	2345494333	01666053	14678 Tierra Bonita Road A
Valley Elementary School	2578233344	01801170	13000 Bowron Road
Westwood Elementary School	6228361711	01860060	17449 Marinal Road

Site	SDGE Account #	Meter #	Service Location
Adobe Bluffs Elementary School	1032618724	06574472	8707 Adobe Bluffs Drive A
Adobe Bluffs Elementary School	2757152795	01666063	8707 Adobe Bluffs Drive
Park Village Elementary School	4299823960	01829369	7930 Park Village Road
Food and Nutrition	8277073826	08002291	12225 Kirkham Road 100
Food and Nutrition	2810509750	01904261	12225 Kirkham Road 300a
Twin Peaks Education Center	0813781403	01838298	13626 Twin Peaks Road
Twin Peaks Education Center	6692875331	01982003	13626 Twin Peaks Road
Twin Peaks Education Center	0184472884	01838300	13626 Twin Peaks Road
Twin Peaks Education Center	5512304250	05105865	13711 1/2 Twin Peaks Road
District Office	8143567513	01980523	15250 Avenue of Science

Please note: The District, during the term of the agreement, may remove, change, add additional sites, or otherwise reassign direct access credits, at no additional charge from the ESCP.

ATTACHMENT D
CREDIT CERTIFICATE AFFIRMATION

I, _____ (name of person) am the
_____ (position title) for the
_____ (Bidder's company name)

I hereby certify that the Moody's (Minimum Investment Grade) rating of the
_____ (Bidder's Company Name) is no lower
than Baa3 as of the date of this certificate.

I declare under penalty of perjury of the laws of the State of California is true and correct.

Dated: _____

Signed: _____

Signer's Name Printed: _____

Title: _____

ATTACHMENT E**INSURANCE REQUIREMENTS FOR ECSP**

Without limiting ECSP's indemnification obligations to District, ECSP shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the ECSP, his agents, representative, or employees.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non-owned, hired auto Insurance Services office form CA0001
- C. Workers' Compensation, as required by the State of California and Employer's Liability Insurance.

2. Minimum Limits of Insurance

ECSP shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent ECSP's Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of District.

3. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, the members of the Board of Education of the District and the officers, agents, employees and volunteers; or the ECSP shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

A. Additional Insured Endorsement

Any general liability policy provided by ECSP shall contain an additional insured endorsement applying coverage to the District, the members of the Board of Education of the District and the officers, agents, employees and volunteers of the District individually and collectively, to the extent of the indemnity obligations assumed herein.

B. Primary Insurance Endorsement

For any claims related to this Contract, the ECSP's insurance coverage shall be primary insurance as respects the District, the members of the Board of Education of the District and the officers, agents, employees and volunteers of the District individually and collectively. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the ECSP's insurance and shall not contribute with it.

C. Notice of Cancellation

Each required insurance policy shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (ten (10) days for non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to the District at the address which will be shown in section of Contract entitled "Notices".

D. Severability of Interest Clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insured's shall not reduce or void coverage to the other named insureds.

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A-, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by District.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, ECSP shall furnish the District with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Thereafter, copies of renewal certificates and amendatory endorsements shall be furnished to District within thirty (30) days of the expiration of the term of any required policy. ECSP shall permit District at all reasonable times to inspect any policies of insurance which ECSP has not delivered to District.

7. Failure to Obtain or Maintain Insurance; District's Remedies

ECSP's failure to provide insurance specified or failure to furnish certificates of insurance, amendatory endorsements and certified copies, or failure to make premium payments required by such insurance, shall constitute a material breach of the Contract, and District may, at its option, terminate the Contract for any such default by ECSP.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by ECSP, and any approval of said insurance by the District are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by ECSP pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

District retains the right at any time to review the coverage, form and amount of insurance required herein and may require ECSP to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

ECSP may, with the prior written consent of District, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. ECSP shall only be permitted to utilize such self-insurance if, in the opinion of District, ECSP's (i) net worth, and (ii) reserves for payment of claims of liability against ECSP, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. ECSP's utilization of self-insurance shall not in any way limit liabilities assumed by ECSP under the Contract.

11. Sub ECSP's Insurance

"ECSP" will ensure that any and all subECSPs performing any Services shall be fully insured in all respects and to the same extent as set forth in this section or to ECSP's satisfaction appropriate for the Services being performed. ECSP shall be responsible for paying all costs and charges of all subECSPs and shall defend and indemnify District for any damage, loss, cost or expense (including attorney's fees) incurred by the District arising out of any work or Services performed by any subECSP in connection with the Services."

12. Waiver of Subrogation

ECSP and District release each other, and their respective authorized representatives, from any Claims (as defined in the Article entitled "Indemnity" of the Contract), but only to the extent that the proceeds received from any policy of insurance carried by District or ECSP, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by ECSP hereunder shall be standard waiver of rights of Subrogation against District by the insurance company issuing said policy or policies.

ATTACHMENT F
BID FORM

Bidder shall submit one (1) original and one (1) electronic version consisting of a thumb drive to include all submitted documents, responses, and forms.

Each bid must conform and be responsive to this invitation, the Information for Bidders, the Specifications, and all other documents comprising of the pertinent bid documents. Copies of the Bid/Contract Documents are now on file and may be obtained in the office of the Director of Purchasing at the above address.

The ECSP shall specify the name and nature of their legal entity. The bid shall be signed under the correct firm name by an officer/employee authorized to obligate the ECSP. By its signature hereunder, ECSP certifies, under penalty of perjury, that all information contained herein is true and correct.

The undersigned acknowledges receipt, understanding and full consideration of the following addendum to the Contract Documents.

Addendum No. _____

Addendum No. _____

Name of Company

Signature of Authorized Company Representative

Name of Company Representative Typed or Printed

Title

Address, City, State and Zip Code

Telephone Number / Fax Number

E-Mail Address

Date

Please attach a business card to this form.

Please provide details of the electricity prices to apply under this offer, including a per kWh rate that will apply for the initial term of this contract. Contractor is also required to detail the initial term for which this price will stay firm and fixed. Payment terms will be net 30. Loss factors and regulated charges are to be excluded and High Pool Price and Force Majeure Insurance is allowed. The District is reluctant to accept high risk exposure.

Insert bid price for energy per kWh \$ _____

Insert the duration of the term that the above price will be firm/fixed.

_____ days / months / years.

Reserve/Resource Adequacy charge _____ / _____ unit

Renewable Portfolio Standard charge _____ / _____ unit

Please itemize and provide costs of any other additional charges on a separate sheet and attach, if additional space is needed.

High Pool Price insurance _____ / _____ unit

Force Majeure Insurance _____ / _____ unit

The initial contract term will be one year. It is anticipated that the contract would begin on January 1, 2019 and continue through December 31, 2019. Four optional annual extensions (for a maximum five year total potential contract) will also be part of this contract.

January 1, 2020 – December 31, 2020 Opt. 1

January 1, 2021 – December 31, 2021 Opt. 2

January 1, 2022 – December 31, 2022 Opt. 3

Should awarded bidder be unable to commit to another year at the same rate or should the District find it may be advantageous to rebid for service, the next option will not be executed. Instead, the District will again advertise for bids to provide the service. Should the vendor agree to continue the service in accordance with terms, conditions and pricing as bid, and the District accept to continue, the contract period will be extended and documented by a contract amendment.

Under no circumstances will contract extensions extend beyond December 31, 2023.