

## REQUEST FOR BIDS #2020-074

### Electricity:

**University of Maine System including  
University of Maine Orono**

### Addendum #1

This addendum is being issued to provide respondents with answers to questions provided to the Bid Administrator pursuant to the RFP.

**Q1. Do you anticipate extending the bid due date?**

A1. There are no current plans to extend the proposals due date.

**Q2. What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?**

A2. The RFB document outlines the bid and selection process and no other details will be provided.

**Q3. Was this bid posted to the nationwide free bid notification website at [www.mygovwatch.com/free](http://www.mygovwatch.com/free)?**

A3. The RFP was not posted on [www.mygovwatch.com](http://www.mygovwatch.com).

**Q4. Other than your own website, where was this bid posted?**

A4. The RFB was announced through the Bangor Daily News.

**Q5. Can you clarify what it means in section 1.2.1.2 where it says they won't pay liquidated damages?**

A5. As an agency and instrumentality of the State of Maine, the University is under strict rules and scrutiny when it comes to use of its funds. Laws on the use of public funds direct agencies to use best-cost principles in contracting, therefore the University in general does not agree to additional costs that may otherwise be common in contract, such as attorney fees and liquidated damages. Liquidated

damages does not refer to all types of contract damages or other court awarded damages, but instead to agreed-upon amounts that parties must pay when in default without any finding of the courts. This includes cancellation fees and penalties, or any other amount agreed upon in contract to be paid upon an event of default.

**Q6. For example, does UME expect that if they defaulted and there were damages that they wouldn't have to pay them?**

A6. Refer to previous response.

**Q7. What is the status of the project?**

A7. It is unclear what "project" the respondent is referring to. There is no "project" defined or referenced in the RFP.

**Q8. Do you have an awarded designer for the project?**

A8. Please see the University's response to Question #7.

**Q9. Do you have an awarded construction manager for the project?**

A9. Please see the University's response to Question #7.

**Q10. Do you have a construction schedule already?**

A10. Please see the University's response to Question #7.

**Q11. How much will be the construction budget?**

A11. Please see the University's response to Question #7.

**Q12. Section 1.2.7 references a Cost Response Form and Paragraph 3 of Appendix C states "follow the required cost response format provided in Appendix C" and further references cost tables. There isn't a specified form/format included with the RFP. Is there a separate cost attachment that is missing?**

A12. There was not a cost response form issued with the RFP. The RFP does not include a required cost response format for Respondents to use.

**Q13. Regarding Section 1.2.1.1: Each Proposed Scenario would require different contract provisions, so in essence four separate example contracts. Is the University just looking for standard terms and conditions outside of scenario-specific business terms?**

A13. If Respondent's contract terms differ for each RNG purchasing option proposed by Respondent, Respondent should submit an example of each unique contract to the University that presents standard terms and conditions and scenario-specific business terms.

**Q14. Regarding Insurance requirements: Why is the University requiring Workers Compensation "In Compliance with Maine and Federal Law?" We do not have any employees living/working in the State of Maine. Our Workers Compensation coverage would be in compliance with the laws of the state in which such employees work/live.**

A14. If Respondent does not have employees in Maine and is not subject to Maine Workers Compensation laws, Respondent would be in compliance.

**Q15. U.S. Gain would be interested in working with the University's existing natural gas supplier to provide for pricing and natural gas supply under Scenario #3 and Scenario #4. Would the University be willing to share your supplier's contact information?**

A15. The University's current natural gas supplier is Emera Energy.

**Q16. Is there demand for transportation or will all this gas be delivered to the university's Central Steam Plant?**

A16. All RNG volumes requested in this RFP will be delivered the Central Steam Plant.

**Q17. Does the university have a maximum term length?**

A17. The University's preference is to receive price proposals for each Scenario with options for a 36-month, 60-month, or 120-month contract term. Respondent may propose other terms in addition to these three terms.

**Q18. Does the university want to be reimbursed for environmental attributes through credits or dollars?**

A18. The University is not seeking to be reimbursed for environmental attributes associated with contracted RNG volumes. As stated in the RFP, Respondent must offer the University ownership of all environmental attributes and greenhouse gas emissions-related claims for RNG volumes contracted by the University.

**Q19. Can the time notice for campus visits be extended to one or two weeks?**

A19. No

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