KEAN UNIVERSITY
PROVISION OF ELECTRIC SUPPLY SERVICE

CONTRACT NO. K26-10-14-3

REQUEST FOR BIDS FOR THE PROVISION OF ELECTRIC SUPPLY SERVICE
OCTOBER 16, 2026

RESPONSE TO SUPPLIER QUESTIONS AND ADDENDUM NO. 2
(Distributed October 30, 2026)

Question 1: Bids are due by 12:00 PM and must be held firm until at least 3:00 PM. In event of unforeseen market movement, is bidder allowed to refresh?

Answer 1: *No.*

Question 2: How will contracts be awarded? Will it be all or nothing or by Bid Group?

Answer 2: *Awards will be made by Bid Group. Bidders may choose to bid on some or all of the Bid Groups.*

Question 3: Please confirm if there are any future behind the meter generations that would affect an account's size and load shape? If so, please provide the project details such as size, load shape, date of the installation.

Answer 3: *While the University is planning to implement energy efficiency measures in the next several years, none are scheduled to be placed into production during the current contract terms under consideration.*

Question 4: If Kean University terminates the contract prior to the contractual end date, are suppliers allowed to charge liquidation to keep the suppliers whole?

Answer 4: *Suppliers may charge liquidation fees provided they comply with Section 11 of the Electric Generation Service Agreement, Failure to Perform - Exclusive Remedy.*

Question 5: Can you please confirm that if the contract is terminated during the contract term, the supplier may assess liquidated damages for any sellback losses incurred?

Answer 5: S*uppliers may charge liquidation fees provided they comply with Section 11 of the Electric Generation Service Agreement, Failure to Perform - Exclusive Remedy.*

Question 6: Can you please confirm whether deleted or closed accounts are subject to liquidated damages?

Answer 6: *Suppliers may charge liquidation fees provided they comply with Section 11 of the Electric Generation Service Agreement, Failure to Perform - Exclusive Remedy.*

Question 7: Will supplier be able to pass through changes to RMR?

Answer 7: *Supplier will be able to pass through changes to RMR charges, provided they comply with the provisions of 5d of the Electric Generation Service Agreement and meets the remaining requirements in section 5 of the Electric Generation Service Agreement which is attached to the RFB as Appendix C.*

Question 8: Are there any accounts that are exempted from the NJ SUT?

Answer 8: *No.*

Question 9: Can you please confirm that if the utility meter read date for December 2026 occurs in late November 2026 or early January 2027, the supplier should select the next possible meter read date occurring in December 2026?

Answer 9: *Please follow utility enrollment rules and meter read schedules. If a customer has a read in both late November 2026 and also in early January 2027, the utility, in their meter read schedule, will only consider one of those two dates as the December 2026 meter read. In this example, supplier should select the meter read date that the utility considers to be the December 2026 meter read date in their meter read schedule.*

Question 10: Can you please confirm that if the utility meter read date for March 2027 occurs in late February 2027 or early April 2027, the supplier should select the next possible meter read date occurring in March 2027?

Answer 10: Conceptually, the answer to the prior question applies to this question as well. More specifically, p*lease follow utility enrollment rules and meter read schedules. Specifically, if a customer has a read in both late February 2027 and also in early April 2027, the utility, in their meter read schedule, will only consider one of those two dates as the March 2027 meter read. In this example, supplier should select the meter read date that the utility considers to be the March 2027 meter read date in their read schedule.*

Question 11: Are there service addresses available for the accounts?

Answer 11: *Service addresses for electric accounts will be shared in the updated data file, Kean Electric Account List for Distribution Rev. 2 10-30-26, which will be distributed separately from this addendum.*

Question 12: For any regulatory events, please confirm that adjustment cost can be shown as an added line item instead of changing the fixed price.

Answer 12: Should a regulatory event occur that complies *with section 5d of the Electric Generation Service Agreement and meets the remaining requirements in section 5 of this Contract, suppliers can request for the charges to be passed through in a separate line item in the bill.*

Question 13: For product # 2 and 3; Unbundled Products with Capacity and Transmission Pass-through, please confirm that Black Start will be passed through along with all other transmission charges, as these costs are directly associated with the operation, reliability, and restoration capabilities of the transmission system and are not controllable by the supplier.

Answer 13: *This question applies to Product 2 and Product 3, the Unbundled Pricing Product. Black Start, Reactive Supply and Voltage Control are Ancillary Services.*

Ancillary Service cost components are to be included within Product 2 in the Bid Fixed Energy Charge, as per the definition of Product 2 in the RFB, the Unbundled Pricing Product. The definition of the Fixed Energy Charge, as found on page 13 of the RFB is as follows:

> *The "Fixed Energy Charge" is defined as a per kilowatt-hour ("kWh") rate that includes all costs necessary to supply electricity to the Participant accounts that are not being recovered through the capacity and transmission charges as set forth in i) and ii) above, and shall include energy, line losses, ancillary services, RPS compliance costs, NJSEM Administrative Fee, supplier margin, and any other applicable taxes including the currently-effective 6.625% New Jersey Sales and Use Tax (SUT) rate.*

Ancillary Service cost components are to be included within Product 3 in the Bid Fixed Adder, as per the definition of Product 3 in the RFB, the Unbundled, Pass-Through Capacity and Transmission Price with Load Following Percent of Actual Load Block and Index Product, which is described as follows:

> *A bid Fixed Adder ($/kwh) applied to metered energy usage for the billing period that must cover all non-energy supplier costs not recovered via a) and b), including ancillary services, deration credits, RPS compliance costs, cost of the Agent Administrative Fee, supplier margin, and any other applicable taxes including 6.625% State Sales and Use Tax.*

Question 14: For product # 3, Unbundled with Load Following Percent of Actual Load block and Index, please confirm that line losses related to the energy are to be passed through and billed volumes should be retail metered load, with adder volumes not grossed up for the higher volumes due to line losses. Instead, line losses should be passed through as a separate line item.

Answer 14: *Confirmed, billed volumes should align with utility metered volumes and line losses should be passed through as a separate line item.*

Question 15: Please confirm that any costs resulting from a Section 202(c) order would be treated as a pass-through item. Over the last two winter seasons, DOE has exercised its 202(c) authority to direct certain PJM generators into conservative operations, resulting in significant and unanticipated ancillary service cost increases. Given that these actions are outside of a supplier's control and cannot be reasonably forecasted or hedged, would any incremental costs arising from future 202(c) orders, reliability directives, or similar emergency government actions be passed through?

A**nswer 15:** *Provided* event complies *with section 5d of the Electric Generation Service Agreement and meets the remaining requirements in section 5 of this Contract,, suppliers can request for the charges to be passed through in a separate line item in the bill.*

Question 16: The Natural Gas RFP provides for payment within forty-five (45) days and a ten (10) day cure period for non-payment, while the Electric RFP requires payment within sixty (60) days and provides a thirty (30) day cure period. Given the additional credit exposure and carrying costs associated with the Electric payment structure, would Kean University consider revising the Electric payment provisions to align with the Natural Gas RFP, specifically by adopting a forty-five (45) day payment term and a ten (10) day cure period for non-payment?

Answer 16: Kean University will accept a forty-five (45) day payment term and ten (10) day cure period for non-payment. This update will be incorporated into a final Terms and Conditions of Electric Generation Service document utilized for winning supplier(s).

Question 17: Section 8 Billing and Payment: The EDC often provides usage corrections many months after termination of an agreement. Is Kean willing to allow adjustments up to 24 months after termination?

Answer 17: *No.*

Question 18: Regarding Section 9. Credit. Is the wording of third-party guarantee inclusive of parental guarantee? Is State of NJ offering a parental guarantee if that is the required form of credit assurance?

Answer 18: Section 9 does not refer to parental guarantee nor is the State of NJ offering to provide a parental guarantee for Kean University.

Question 19: Are there service addresses for the accounts?

Answer 19: *Service addresses for the electric accounts will be supplied in the Kean Electric Account List for Distribution Rev. 2 10-30-26, which will be distributed separately and concurrently with Addendum No. 2.*

CLARIFICATION

The Kean University Document Checklist lists a "Vendor Financial Qualification Statement" as a required item. To satisfy the requirements of a Vendor Financial Qualification Statement, Vendors may submit audited Financial Statements, credit rating report, and/or business self-certification of financial performance, liquidity and assets. These are all acceptable forms of verification of supplier's financial condition. Any suppliers who have not yet submitted this Statement should do so before the completion of the cure period which is 5pm on November 4, 2026.

THE FOLLOWING ARE AMENDMENTS TO THIS REQUEST FOR BID:

BACKGROUND:

As you may be aware, Kean University recently merged with New Jersey City University. Both the original Kean University campus and the New Jersey City University campus are now part of the same legal entity, Kean University. The merger established Kean Jersey City as the newest campus in the Kean system.

As a biproduct of the recent merger, the existence of current third-party supply contracts were not known at the time the bid was originally authorized and issued. It was first determined that a subset of accounts included within this bid are under contract through the September 2027 meter read. Addendum 1 addressed bid group and start date adjustments in response to this contract. After the issuance of Addendum No. 1 on October 22, 2026, it was confirmed that several additional accounts included within this bid are also under separate contract through the June 2027 meter read. The following RFB changes are provided to address the new

information of additional accounts under contract through June 2027, in conjunction with the previously known information.

ADDITIONAL RFB CHANGES:

It is deemed more appropriate for the existing contracts in place through June 2027 and September 2027, to continue through conclusion and to price all accounts in this RFB, for either a June 2027 meter read start, or a September 2027 meter read start, with coterminous end dates. A "Kean Electric Account List for Distribution Rev. 2 10-30-26" is being distributed in conjunction with this Addendum No. 2, to demonstrate which accounts are requested to be priced with a June 2027 meter read start date and a September 2027 meter start date, depending on whether they are currently under contract through June 2027 or September 2027 or currently served on utility Basic Generation Supply Service.

All contracts being priced as part of this RFB will end with either a December 2028 end date or a June 2029 end date in order to align all accounts with the same end date for a subsequent bid in 2028 or 2029.

Bid groups will continue to be assigned by rate class and also by start date.

SPECIFIC GUIDANCE FOLLOWS:

Please review "Kean Electric Account List for Distribution Rev. 2 10-30-26" for clarifications on the below Bid Group adjustments and start dates requested:

1. **As originally split in Addendum No. 1, Bid Group 1 continues to be split into Bid Group 1A and Bid Group 1B. Now, however, the split distinguishes those accounts where the University wishes to receive pricing for June 2027 meter read start dates (Bid Group 1A) vs. September 2027 meter read start dates (Bid Group 1B).**

2. **Group 2 is now also split into Bid Group 2A and Bid Group 2B based on whether the University wishes to receive pricing for June 2027 meter read start dates (Bid Group 2A) vs. September 2027 meter read start dates (Bid Group 2B).**

3. **Bid Group 3 remains as one Bid Group, and the University wishes to receive pricing for June 2027 meter read start dates.**

4. **Amended contract term start and term lengths:**

    a. **Accounts within Bid Group 1A, 2A and 3 are requested to be priced starting with June 2027 meter read start dates for 18-Month terms ending December 2028 and 24-Month Terms ending June 2029.**

b. **Accounts within Bid Group 1B and 2B are requested to be priced starting with September 2027 meter read start dates for 15-Month Terms ending December 2028 and 21-Month Terms ending June 2029.**

5. **Pricing and Products**

   a. **For all contract start dates and term lengths, Bid Group 1A and Bid Group 1B should be priced with the products designated as applicable to Bid Group 1, in section H of the RFB.**

   b. **For all contract start dates and term lengths, Bid Group 2A and Bid Group 2B should be priced with the products designated as applicable to Bid Group 2, in section H of the RFB.**

6. **As specified in Addendum No. 1 and now reiterated in this Addendum No. 2, Residential accounts, i.e. PSE&G rate class RS, should continue to be excluded from this RFB and are indicated as Removed in the file, "Kean Electric Account List for Distribution Rev. 2 10-30-26".**

Attachments: Kean Electric Account List for Distribution Rev. 2 10-30-26: Distributed Separately and Concurrently with Addendum No. 2.

REMINDER AND FURTHER INFORMATION:

THE DEADLINE FOR ALL CURED QUALIFICATION DOCUMENTS IS 5:00 P.M. PREVAILING EASTERN TIME ON NOVEMBER 4. 2026.

THE DEADLINE FOR SUBMISSION OF STAGE 2 BIDS, CONSISTING OF COMPLETED BID PROPOSAL FORMS (STANDARD FORM IN APPENDIX B TO THE RFB) AND TRANSMITTAL LETTER (STANDARD FORM IN APPENDIX A TO THE RFB) IS 12:00 NOON PREVAILING EASTERN TIME ON NOVEMBER 10, 2026. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA UPLOAD TO THE GABEL ASSOCIATES ELECTRONIC BIDDING PLATFORM AT: https://www.publicbiddingsystem.com/, AND VIA EMAIL TO: procurementbids@kean.edu.

QUESTIONS OR CONCERNS ABOUT SUPPLIER'S ABILITY TO SUBMIT BIDS VIA THE GABEL ASSOCIATES ELECTRONIC BIDDING PLATFORM SHOULD BE DIRECTED TO: procurement@gabelassociates.com. IT IS YOUR RESPONSIBILITY TO CONTACT THE

ENERGY AGENT WITH ANY QUESTIONS OR CONCERNS AT LEAST 24 HOURS PRIOR TO BID DEADLINE.

WHEN SUBMITTING STAGE 2 BID PRICES, PLEASE INCLUDE THE 6.625% NEW JERSEY STATE SALES AND USE TAX RATE ON ALL BID PRICES. BIDDERS ARE ALSO INSTRUCTED TO INCLUDE THE ENERGY AGENT FEE OF $.0009/KWH IN ALL FIXED UPCHARGE BIDS.

ELECTRONIC VERSIONS OF THE BID PROPOSAL FORM (APPENDIX B TO THE RFB) AND THE TRANSMITTAL LETTER (APPENDIX A TO THE RFB), FOR USE IN SUBMITTING BIDS ON NOVEMBER 10TH, WILL BE DISTRIBUTED TO QUALIFIED SUPPLIERS PRIOR TO BID DAY.