



REQUEST FOR BIDS

Administered by:
Competitive Energy Services, LLC



Electricity:
University of Maine System including
University of Maine Fort Kent
University of Maine Presque Isle

RFB # 110-17

ISSUE DATE:

[May 1, 2017](#)

BIDS MUST BE RECEIVED ON:

[May 9, 2017 at 2:00 PM ET](#)

(See Section Two for details)

Competitive Energy Services
Attn: Helen Booth

SECTION ONE

1.0 GENERAL INFORMATION:

- 1.1 Purpose: Competitive Energy Services ("CES"), the Bid Administrator, on behalf of the University of Maine System ("University"), is seeking proposals from qualified electricity suppliers for electric supply for certain University locations.
- 1.2 References: Each respondent to this Request for Bids ("RFB") shall be referred to as a "Bidder." Each Bidder to whom a contract is awarded shall be referred to as a "Supplier."
- 1.3 Objectives: To obtain a fixed price, including losses to the customer meter and any other State or Federally imposed charges, with a bandwidth of no less than 25% up and down.

(a) All-Inclusive, including FCM, RMR and LFR.

(b) FCM PT, including all charges except FCM.

(c) Broker Fee: There will be a Broker Fee in the amount of \$0.00125/kWh. Bidders should include the Broker Fee in their bid.

When submitting pricing, please include the credit status (if approved, length of approved term; if not approved, requirements for further credit review/approval).

- 1.4 Timeline of Events: Timeline dates are subject to change at the University's sole discretion. The University reserves the right to award this RFB at any time it determines that market conditions are favorable and such award is in the best interests of the University.

Event	Due Date
Issue Date	May 1, 2017
Inquiries Deadline	EOB May 4, 2017
Response to Inquiries	EOB May 5, 2017
Bids Due Date	May 9, 2017, 2:00 PM ET
Estimated Award Date	On or Before November 1, 2017

- 1.5 Evaluation Criteria: Award will be made to the low Bidder provided that all other requirements are satisfactorily met and competitively bid. The University will not consider non-responsive bids or proposals, i.e., those with material deficiencies, omissions, errors or inconsistencies.
- 1.6 Award: The University reserves the right to award this bid on a location by location basis, price and other factors considered. The University reserves the right to conduct any tests it may deem advisable and to make all evaluations. The University reserves the right to reject any or all bids, in whole or in part and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interests of the University. The University reserves the right to waive minor irregularities. The University may cancel this request for bids and reject any or all responses in whole or in part. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of bids. A bid may be rejected if it is in any way incomplete or irregular. When there are tie bids, there shall be a preference for "in-state Bidders". When tie bids are both in state or both out of state, the award will be made to the bid that arrives first in the office designated to receive the bids.

- 1.7 Freedom of Access Act: The University must adhere to the provisions of the Maine Freedom of Access Act. (FOAA), 1 MRSA sec 401 et seq. As a condition of accepting a contract under this section, a supplier must accept that, to the extent required by Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests, except that all documents subject to Maine FOAA will be held confidential until an award is made.
- 1.8 Appeal: Bidders may appeal the award decision by submitting a written protest to the University Chief Procurement Officer within 5 business days of the date of the award notice with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.
- 1.9 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.
- 1.10 Debarment: Submission of a signed bid in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.

END SECTION ONE

SECTION TWO

2.0 BIDDING REQUIREMENTS:

- 2.1 Bid Understanding: By submitting a bid, the Bidder agrees and assures that the specifications are adequate, and the Bidder accepts the terms and conditions herein. Any exceptions must be noted in a Bidder's response. Notwithstanding a Bidder's apparent low bid price or any provision to the contrary herein, any conditions or exceptions that Bidder places upon the University's terms and conditions shall be weighed as part of the evaluation criteria for bid award.
- 2.2 Communication with the University and the Bid Administrator: It is the responsibility of the Bidder to inquire about any requirement of this RFB that is not understood. Responses to inquiries, if they change or clarify the RFB in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFB. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to:

Helen Booth
Tel (207) 772-6190 x222
Fax (866) 743-4968
Email hbooth@competitive-energy.com

Linda Hyatt
Tel (207) 772-6190 x243
Fax (866) 743-4968
Email lhyatt@competitive-energy.com

- 2.3 Submission: Signed bids must be received **VIA FAX OR EMAIL no later than 2:00 PM, May 9, 2017** in accordance with this RFB. The signed bid document must be submitted to the Bid Administrator acknowledging the terms and conditions of the bid. ***Bids that do not include a signed bidder form will not be considered.*** Late bids will not be considered. Bids shall be submitted to the Bid Administrator via fax to 866-743-4968 or email to hbooth@competitive-energy.com.

Bidders may submit additional information, at their discretion. Such information should be submitted in accordance with the terms of this RFB.

Due to market volatility, the bidding process may be conducted in multiple rounds. If market conditions are unfavorable the University may decide not to award a contract on that day, but may invite Bidders to submit bids at a later time, such as if market conditions appear favorable.

There will be NO public opening of the bids. All bids will be held confidential until an award is made. After an award has been made bids will be available for public inspection.

Please submit pricing as follows:

(1) All Campuses Aggregated

University of Maine System
Est. Annual (aggregated) kWh: 4,173,545
of Accounts: 12
Utility: Emera/MPS
Start Date: 11/1/2017
Term: 12, 24 and 36 months
CES Fee: \$0.00125/kWh

More detailed account and usage information is provided in the attachments to this RFB (including the supplier bid form and utility usage data).

END SECTION TWO

SECTION THREE

3.0 GENERAL TERMS AND CONDITIONS:

- 3.1 Contract Documents: If a separate written contract is entered into by the University and the Contractor (hereinafter "the parties,") such contract shall be referred to herein as "Contract". In the event there are discrepancies or inconsistencies among the Contract, the signed bid response and/or this RFB, the Contract will be the prevailing document followed by the signed bid response and then this RFB.

If a separate written contract is not executed, the "Contract" or "Agreement" entered into by the parties shall consist of:

- this Request for Bids;
- the signed bid submitted by the Contractor;
- the specifications including all modifications thereof; and
- a purchase order,

all of which shall be referred to collectively as the Contract Documents.

Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.

- 3.2 Contract Modification and Amendment: The parties may, after mutual written agreement, adjust the specific terms of the Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Supplier must be in writing to the University Purchasing Department. Any modification or amendment must only be upon mutual agreement of the parties and in writing and signed by both parties.
- 3.3 Contract Term: The Contract term shall begin **November 1, 2017 for a period of up to 36 months.**
- 3.4 Contract Administration: Upon execution of the Contract, the University Chief Procurement Officer, Rudy Gabrielson, or his designee or assign at the University shall be the University's authorized representative in all matters pertaining to the administration of this Contract.
- 3.5 Volumes: The volumes shown on the bid form and usage data attachments are approximate only. The Contract shall cover the actual needs of the University throughout the term of the Contract regardless of whether they are more or less than the volumes shown.
- 3.6 Contract Validity: In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.
- 3.7 Clarification of Responsibilities: If the Supplier needs clarification of, or deviation from, the terms of the Contract, it is the Supplier's responsibility to obtain written clarification or approval from the University Chief Purchasing Officer, Rudy Gabrielson, or his designee or assign at the University.
- 3.8 Litigation: This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Supplier agrees that any litigation, action or proceeding arising out of this Contract shall be instituted in a state court located in the State of Maine.

- 3.9 Indemnification: The Supplier shall indemnify, hold harmless and defend the University, its trustees, employees and agents, from and against any and all actions, losses, expenses, claims, lawsuits, damages, judgments, and costs, including reasonable attorney's fees, suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever in connection with or arising out of the negligent acts, omissions or operations of the Supplier, or any of its subcontractors, under this Contract.
- 3.10 Assignment: Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Supplier assign any money due or to become due without the prior written consent of the University.
- 3.11 Equal Opportunity: In the execution of the Contract, the Supplier and all subcontractors agree, consistent with University policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request.
- 3.12 Sexual Harassment: The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees.

Failure to comply with this policy could result in termination of this Contract without advance notice. Further information regarding this policy is available from the University, Office of Equal Opportunity, (207) 581-1226.

END SECTION THREE

RFB #110-17
University of Maine at Fort Kent and University of Maine at Presque Isle
SIGNATURE PAGE FOR BIDDER

By signing below, the undersigned hereby acknowledges full authority to sign on behalf of, and to legally bind the Bidder to the terms and conditions of this RFB. The Bidder further acknowledges that it has read and fully understands the terms and conditions to which it is agreeing. ***Bids that do not include a signed bidder form will not be considered.***

COMPANY NAME: _____

By: _____
(Signature of fully authorized representative)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)



Supplier Bid Form

Aggregation Name UMAINESYS		CompanyName <i>University of Maine Fort Kent</i> <i>University of Maine Presque Isle</i>	
Customer Name		UMAINESYS	
Organization			
Supplier Name			
ANNUAL		4,173,545	
CES Fee		0.00125	
Requested Start Date (meter-read)		Nov-17	

FIXED [25% Bandwidth]	Supplier's Bid		
	12 mo.	24 mo.	36 mo.
All Inclusive [Including: FCM, RMR, LFR, RPS, losses all included up to the customer meter and any other State or Federally-imposed charge]			

Credit Status		
Approved	Pending	Required

Price Expiration Date/Time (m/d/yy 24:00)

Please note that both normalized and raw data are supplied. The raw data is as supplied by the TDSP. Normalized data has been calculated on a monthly basis and missing data has been filled in according to a seasonal fill algorithm

CompanyName	Address1	City	State	Zip	Phone	Fax	Salutation
University of Maine Fort Kent	PO Box 533	Bangor	ME	04402	2078347671	2078347826	
University of Maine Fort Kent	PO Box 533	Bangor	ME	04402	2078347671	2078347826	
University of Maine Fort Kent	PO Box 533	Bangor	ME	04402	2078347671	2078347826	
University of Maine Fort Kent	PO Box 533	Bangor	ME	04402	2078347671	2078347826	
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University of Maine Fort Kent	PO Box 533	Bangor	ME	04402	2078347671	2078347826	
University of Maine Fort Kent	PO Box 533	Bangor	ME	04402	2078347671	2078347826	
University of Maine Fort Kent	PO Box 533	Bangor	ME	04402	2078347671	2078347826	
University of Maine Presque Isle	PO Box 533	Bangor	ME	04402	2077689577		Mr.

FirstName	LastName	Title	TaxExempt	CurrentLDCAcctNum
Andrew	Jacobs	Director of Facilities Management	TRUE	388892
Andrew	Jacobs	Director of Facilities Management	TRUE	388900
Andrew	Jacobs	Director of Facilities Management	TRUE	1167816
Andrew	Jacobs	Director of Facilities Management	TRUE	743260
Andrew	Jacobs	Director of Facilities Management	TRUE	980482
Andrew	Jacobs	Director of Facilities Management	TRUE	289942
Andrew	Jacobs	Director of Facilities Management	TRUE	27854
Andrew	Jacobs	Director of Facilities Management	TRUE	27896
Andrew	Jacobs	Director of Facilities Management	TRUE	1199488
Andrew	Jacobs	Director of Facilities Management	TRUE	870535
Andrew	Jacobs	Director of Facilities Management	TRUE	1546993
Gregg	Bouchard	Director of Facilities Management	TRUE	1629427

Service1	ServiceCity	ServiceState	ServiceZip	UtilityCode
GYM	FORT KENT	ME	04743	MPS
23 UNIVERSITY ST.	FORT KENT	ME	04743	MPS
46 N PERLEY BROOK RD., BLIER STORAGE	FORT KENT	ME	04743	MPS
64 PLEASANT ST.	FORT KENT	ME	04743	MPS
62 PLEASANT ST.	FORT KENT	ME	04743	MPS
PLEASANT ST., MICHAUD TR	FORT KENT	ME	04743	MPS
23 PLEASANT ST., PRESIDENT RESIDENCE	FORT KENT	ME	04743	MPS
35 PLEASANT ST., ST DAVID HOUSE	FORT KENT	ME	04743	MPS
37 PLEASANT ST.	FORT KENT	ME	04743	MPS
RESIDENCE HALL	FORT KENT	ME	04743	MPS
34 ARMORY RD.	FORT KENT	ME	04743	MPS
181 MAIN ST.	PRESQUE ISLE	ME		MPS

UtilityType	RateClassCode	CongestionZone	KeyCode	CapacityAssignment	TeleMetered
GENERAL SERVICE	C	MAINE			FALSE
INDUSTRIAL	EP	MAINE			FALSE
GENERAL SERVICE	C	MAINE			FALSE
RESIDENTIAL	A	MAINE			FALSE
RESIDENTIAL	A	MAINE			FALSE
GENERAL SERVICE	C	MAINE			FALSE
RESIDENTIAL	A	MAINE			FALSE
RESIDENTIAL	A	MAINE			FALSE
RESIDENTIAL	A	MAINE			FALSE
INDUSTRIAL	ES	MAINE			FALSE
GENERAL SERVICE	C	MAINE			FALSE
INDUSTRIAL	EPT	MAINE			TRUE

ReadCycle	dtLastRead	TotalkWh	MaxkW	Jan_kWh	Feb_kWh	Mar_kWh	Apr_kWh
	2/27/2017	204350.3448	52	21760	20750.34483	20720	20000
	2/28/2017	1152000	292	100576.5517	94543.44828	107901.2903	94238.70968
	3/7/2017	1032.833333	0	132.2402597	115.9729064	92.55747126	59.01724138
	3/12/2017	3398.266667	0	138.7287582	160.1302682	540.691954	497.3333333
	3/12/2017	5284.266667	0	639.9052288	569.5785441	656.2436782	538.6666667
	3/12/2017	5708.033333	0	523.9041394	475.5542784	497.8494253	453.6666667
	3/12/2017	7823	0	871.8082789	651.9016603	529.1724138	420
	3/12/2017	7896.766667	0	767.8159041	695.5887612	774.8816092	677.6666667
	3/12/2017	5663.6	0	811.6078431	757.9195402	548.0137931	308
	2/27/2017	311329.6552	85	24136.46552	22361.37931	27872.21357	24522.09677
	2/26/2017	135763	0	17728.67857	16369.81336	16400.68664	12787.78355
97	3/31/2017	2333295.484	586	182280	186240	216480	179820.4839

May_kWh	Jun_kWh	Jul_kWh	Aug_kWh	Sep_kWh	Oct_kWh	Nov_kWh
13680	10740	10540	13715	14925	17840	19762.5
91260	75960	84060	93622.5	105637.5	103680	101649.375
53.82258065	49.91271347	55.65359477	63.8989899	101.2121212	106.03125	94.26875
336.2352941	320.0313725	379.3333333	375.5785714	347.5487013	175.3727273	46.02903226
468.254902	427.2784314	371.3333333	284.2285714	187.2077922	147.330303	385.1301075
444.0882353	425.8784314	505.4333333	575.2785714	452.5941558	460.2939394	433.9172043
429.0588235	504.7745098	661.3666667	764.7285714	670.525974	774.3121212	702.8462366
598.6960784	572.1705882	682	708.2285714	516.2077922	579.9969697	617.4956989
235.9117647	216.5882353	225.3	244.6642857	284.262987	603.7727273	709.5322581
23673	22409.93103	24550.55381	25686.68757	31817.32759	30815.5	28080
9267.721212	5832.721839	6808.375131	6477.30303	8101.44086	8658.55914	10493
187395	144480	189556.3636	200203.6364	234240	206880	204480

Dec_kWh	Jan_kW	Feb_kW	Mar_kW	Apr_kW	May_kW	Jun_kW	Jul_kW	Aug_kW	Sep_kW	Oct_kW
19917.5	52	52	50	48	49	30	32	37	50	49
98870.625	250	248	259	248	239	241	234	274	292	266
108.2454545	0	0	0	0	0	0	0	0	0	0
81.25332068	0	0	0	0	0	0	0	0	0	0
609.1091082	0	0	0	0	0	0	0	0	0	0
459.5749526	0	0	0	0	0	0	0	0	0	0
842.5047438	0	0	0	0	0	0	0	0	0	0
706.0180266	0	0	0	0	0	0	0	0	0	0
718.0265655	0	0	0	0	0	0	0	0	0	0
25404.5	64	64	67	63	61	61	58	69	85	81
16836.91667	0	0	0	0	0	0	0	0	0	0
201240	485	505	512	484	471	538	527	531	586	480

Nov_kW	Dec_kW	idAccountHeader	idCommodity
50	50	76662	
252	248	76663	
0	0	76664	
0	0	76665	
0	0	76666	
0	0	76667	
0	0	76669	
0	0	76670	
0	0	76671	
68	67	76674	
0	0	76675	
493	521	76696	