



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 # 39-17

ISSUE DATE:
10/24/2016

BIDS MUST BE RECEIVED ON:
11/4/2016 at 2:00 pm EST
(See Section Two for details)

Competitive Energy Services
Attn: Sarah Snyder

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	10/24/2016
Inquiries Deadline	10/28/2016
Response to Inquiries	10/31/2016
Bids Due Date	11/4/2016
Estimated Award Date	12/1/2016

- 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

Sarah Snyder
Tel (207) 772-6190 x234
Fax (866) 743-4968
Email ssnyder@competitive-energy.com

- 2.3 Submission: Signed bids must be received **VIA FAX OR EMAIL no later than 2:00 PM, November 04, 2016** in accordance with this RFB. The signed bid document must be submitted to the Bid Administrator acknowledging the terms and conditions of the bid. 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: 4,288,448
of Accounts: 15
Utility: Emera/MPS
Start Date: 11/1/2016
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, 2016 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 39-17
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.

COMPANY NAME: _____

By: _____
(Signature of fully authorized representative)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)



Supplier Bid Form

Aggregation Name		CompanyName	
UMAINESYS		University of Maine Fort Kent	
		University of Maine Presque Isle	
Customer Name	UMAINESYS		
Organization			
Supplier Name			
ANNUAL	4,288,448		
CES Fee	0.00125		
Requested Start Date	Nov-16		

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
University of Maine Fort Kent	23 University Dr	Fort Kent	ME	04743	2078347671	2078347826
University of Maine Fort Kent	23 University Dr	Fort Kent	ME	04743	2078347671	2078347826
University of Maine Fort Kent	23 University Dr	Fort Kent	ME	04743	2078347671	2078347826
University of Maine Fort Kent	23 University Dr	Fort Kent	ME	04743	2078347671	2078347826
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University of Maine Fort Kent	23 University Dr	Fort Kent	ME	04743	2078347671	2078347826
University of Maine Fort Kent	23 University Dr	Fort Kent	ME	04743	2078347671	2078347826
University of Maine Fort Kent	23 University Dr	Fort Kent	ME	04743	2078347671	2078347826
University of Maine Presque Isle	181 Main St	Presque Isle	ME	04769	2077689577	

Salutation	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	870535
	Andrew	Jacobs	Director of Facilities Management	TRUE	1546993
	Andrew	Jacobs	Director of Facilities Management	TRUE	27847
	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	1453646
	Andrew	Jacobs	Director of Facilities Management	TRUE	1617000
	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
RESIDENCE HALL	FORT KENT	ME	04743	MPS
34 ARMORY RD.	FORT KENT	ME	04743	MPS
21 PLEASANT ST., NADEAUS HOUSE	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
41 PLEASANT ST.	FORT KENT	ME	04743	MPS
SOCCER SCORE BOARD	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
INDUSTRIAL	ES	MAINE			FALSE
GENERAL SERVICE	C	MAINE			FALSE
RESIDENTIAL	A	MAINE			FALSE
RESIDENTIAL	A	MAINE			FALSE
RESIDENTIAL	A	MAINE			FALSE
RESIDENTIAL	A	MAINE			FALSE
RESIDENTIAL	A	MAINE			FALSE
GENERAL SERVICE	C	MAINE			FALSE
INDUSTRIAL	EPT	MAINE			TRUE

ReadCycle	dtLastRead	TotalkWh	MaxkW	Jan_kWh	Feb_kWh	Mar_kWh	Apr_kWh
	9/30/2016	202,143	55	20,400	19,440	20,720	20,000
	9/30/2016	1,221,750	286	104,778	99,702	108,006	96,986
	10/9/2016	1,047	-	127	137	93	63
	9/9/2016	5,406	-	472	563	737	497
	9/13/2016	6,296	-	666	651	666	552
	9/13/2016	5,890	-	546	501	492	459
	9/27/2016	314,717	85	23,908	22,933	27,872	24,522
	9/28/2016	127,269	-	13,956	15,818	16,401	12,788
	9/13/2016	4,894	-	597	553	511	396
	9/13/2016	4,698	-	205	290	395	423
	9/13/2016	8,357	-	854	824	801	689
	9/13/2016	3,753	-	414	355	373	315
	9/13/2016	256	-	52	53	43	21
	9/13/2016	72	-	-	-	-	-
97	9/30/2016	2,381,899	586	218,400	180,960	199,632	185,613

May_kWh	Jun_kWh	Jul_kWh	Aug_kWh	Sep_kWh	Oct_kWh	Nov_kWh
13,680	10,740	10,540	13,715	14,925	18,863	19,760
88,408	75,960	84,060	100,429	207,731	51,930	102,240
55	50	56	64	93	114	100
336	320	379	376	320	326	484
485	433	371	265	369	591	641
459	431	505	530	509	507	472
23,673	22,410	24,551	25,687	31,937	31,876	28,814
9,268	5,833	6,808	6,477	8,088	8,478	9,881
313	262	262	270	313	392	469
443	510	661	703	356	130	291
621	579	682	655	594	618	673
246	219	225	225	266	337	354
5	0	-	-	2	12	27
-	-	-	10	27	27	8
187,395	144,480	189,556	200,204	234,240	190,452	222,968

Dec_kWh	Jan_kW	Feb_kW	Mar_kW	Apr_kW	May_kW	Jun_kW	Jul_kW	Aug_kW	Sep_kW	Oct_kW
19,360	55	51	50	48	49	30	32	37	50	49
101,520	254	257	259	248	239	241	234	274	286	256
97	0	0	0	0	0	0	0	0	0	0
595	0	0	0	0	0	0	0	0	0	0
605	0	0	0	0	0	0	0	0	0	0
478	0	0	0	0	0	0	0	0	0	0
26,535	66	67	67	63	61	61	58	69	85	77
13,473	0	0	0	0	0	0	0	0	0	0
555	0	0	0	0	0	0	0	0	0	0
290	0	0	0	0	0	0	0	0	0	0
767	0	0	0	0	0	0	0	0	0	0
423	0	0	0	0	0	0	0	0	0	0
41	0	0	0	0	0	0	0	0	0	0
-	0	0	0	0	0	0	0	0	0	0
228,000	484	492	484	481	471	538	527	531	586	490

Nov_kW	Dec_kW	idAccountHeader	idCommodity
50	49	76662	
256	252	76663	
0	0	76664	
0	0	76665	
0	0	76666	
0	0	76667	
70	67	76674	
0	0	76675	
0	0	76668	
0	0	76669	
0	0	76670	
0	0	76671	
0	0	76672	
0	0	76673	
520	514	76696	