



## REQUEST FOR BIDS

Administered by:  
Competitive Energy Services, LLC



**Electricity:**  
**University of Maine (Orono)**

**RFB # 50-17**

ISSUE DATE:  
December 15, 2016

BIDS MUST BE RECEIVED ON:  
December 29, 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 is no broker fee.**

**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	December 15, 2016
Inquiries Deadline	December 20, 2016
Response to Inquiries	December 21, 2016
Bids Due Date	December 29, 2016
Estimated Award Date	June 30, 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:

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

Peter Bartlett  
Tel (207) 772-6190 x257  
Fax (866) 743-4968  
Email [pbartlett@competitive-energy.com](mailto:pbartlett@competitive-energy.com)

- 2.3 Submission: Signed bids must be received **VIA FAX OR EMAIL no later than 2:00 PM, December 29, 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. ***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](mailto: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:

**University of Maine (Orono)**  
**Est. Annual (aggregated) kWh: 46,911,813**  
**# of Accounts: 9**  
**Utility: 6 Emera/3 CMP**  
**Start Date: 12/1/2017**  
**Term: 12, 24 and 36 months**  
**CES Fee: \$0.00/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 **December 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 #50-17**  
**University of Maine (Orono)**  
**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

Please fill out all applicable items highlighted in yellow/orange

CES Customer Number	1017431
Customer Name	University of Maine System (Orono)
Organization	CESME
Supplier Name	
ANNUAL kWh	46911814
CES Fee	0
Requested Start Date	Dec-17

FIXED [25% Bandwidth, minimum]	Supplier's Bid		
	12 mo.	24 mo.	36 mo.
<b>All Inclusive</b> [Including: FCM, RMR, LFR, RPS, losses all included up to the customer meter and any other State or Federally-imposed charge]			
<b>FCM PT</b> (including all charges but FCM/Capacity) including losses up to the customer meter.			

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 Local Distribution Company. Normalized data has been calculated on a monthly basis and missing data has been filled in according to a seasonal fill algorithm. Normalized data is provided in CES file.



FirstName	LastName	Title	TaxExempt	CurrentLDCacctNum
Stewart	Harvey	Associate Executive Director	FALSE	10058087
Stewart	Harvey	Associate Executive Director	FALSE	10058073
Stewart	Harvey	Associate Executive Director	FALSE	10134909
Stewart	Harvey	Associate Executive Director	FALSE	10080110
Stewart	Harvey	Associate Executive Director	FALSE	10080111
Stewart	Harvey	Associate Executive Director	FALSE	10332389
Stewart	Harvey	Associate Executive Director	FALSE	2310316702003
Stewart	Harvey	Associate Executive Director	FALSE	2110258335011
Stewart	Harvey	Associate Executive Director	FALSE	5350134897011

Service1	ServiceCity	ServiceState	ServiceZip	UtilityCode
NEW SUB	ORONO	ME	04473	BHE
STEAM PLANT	ORONO	ME	04469	BHE
PHYSICAL PLANT	ORONO	ME	04473	BHE
33 SALMON FARMRD	FRANKLIN	ME		BHE
33 SALMON FARMRD	FRANKLIN	ME		BHE
40 HARLOWST	BANGOR	ME	04401	BHE
SWEETSER ST.	BELFAST	ME	04915	CMP
STATE OF MAINE, LEWISTON RD.	MONMOUTH	ME	04259	CMP
IRA C DARLING CTR, CLARKS COVE RD.	SO. BRISTOL	ME	04568	CMP

UtilityType	RateClassCode	CongestionZone	KeyCode	CapacityAssignment	TeleMetered
LG COMM-TOU	DTRAC	Maine		3.306964	TRUE
LG COMM PP TOU	DTRAC	Maine		2.434056	TRUE
MED COMM LP-P	BMPP	Maine		0.000785	FALSE
MED COMM	BMPS	Maine		0.177915	FALSE
MED COMM	BMPS	Maine		0.177714	FALSE
MED COMM	BMPS	MAINE		0.040711	FALSE
MGS-S	E-310	Maine		0.083907598	FALSE
MGS-S	E-310	Maine		0.012084386	FALSE
MGS-S	E-340	Maine		0.122489548	FALSE

ReadCycle	dtLastRead	TotalkWh	MaxkW	Jan_kWh	Feb_kWh	Mar_kWh	Apr_kWh
23	11/30/2016	27472412.9	5894	2200412.903	2155200	2203200	2280000
23	11/30/2016	15714477.42	3450	1353600	1352877.419	902400	966400
5	12/4/2016	238138.1818	61	25515.73668	23582.06897	24002.13571	21534.96774
8	11/6/2016	939754.2121	148	81549.75549	78969.51724	82721.26667	78369.28172
8	11/6/2016	1220379.394	210	99771.45246	90446.89655	94683.95402	95488.86022
9	11/7/2016	97536.54839	48	4486.712644	4140.172414	4314.448276	4125.689655
16	11/23/2016	470560	180	34972.41379	33613.33333	34300.60606	34891.77489
10	11/15/2016	82355	25	6794.850575	6369.482759	6510.333333	6185.011494
16	11/23/2016	676200	134	55510.625	54392.13362	59144.51411	56862.01299

May_kWh	Jun_kWh	Jul_kWh	Aug_kWh	Sep_kWh	Oct_kWh	Nov_kWh
2865600	2160000	2481600	2467200	2510400	2232000	1958400
678400	1433600	1632000	1616000	1641600	1580800	1254400
17368	15851.63636	16899.22078	15713.14286	15729	19070.17241	19035.15017
81780.6129	79401.08871	81374	76675.52419	73247.32925	72542.703	74677.10264
108971.6129	114074.1935	109440	104467.7419	103283.2925	105627.6752	96695.83578
8201.632925	13318.52117	16212.44196	14439.90783	10265.93145	8165.625	5347.862903
41415.61905	46635.63636	47174.75444	45683.42738	43220.33236	40624.51613	33562.66667
6334.655172	6633.709677	7566.451613	7842.580645	7394.758065	7243.017241	6771.982759
59070.71429	54885.45455	53816.61442	56347.60845	55087.19758	57185.88362	57037.24138

Dec_kWh	Jan_kW	Feb_kW	Mar_kW	Apr_kW	May_kW	Jun_kW	Jul_kW	Aug_kW	Sep_kW	Oct_kW
1958400	4051	4128	4277	4325	5894	4406	4781	4858	5184	4512
1302400	0	2237	2237	2016	2106	2989	3139	3088	3450	3027
23836.95015	61	54	57	54	54	46	44	42	45	45
78446.0303	145	148	145	144	145	142	142	132	136	133
97427.87879	175	163	167	172	204	210	168	170	205	172
4517.602151	16	16	14	14	38	42	44	48	23	30
34464.91954	84	104	119	122	115	115	132	168	180	120
6708.166667	19	22	22	17	20	20	19	20	25	19
56860	110	114	116	117	127	117	128	129	134	115



Nov_kW	Dec_kW	idAccountHeader
3720	4051	38048
2800	0	38049
45	45	38050
133	139	51250
172	172	52926
30	16	54426
106	98	52316
20	19	38061
124	124	38062