



REQUEST FOR BIDS

Administered by:
Competitive Energy Services, LLC



Electricity:
University of Maine (Orono)

RFB # 2018-041

ISSUE DATE:
February 14, 2018

BIDS MUST BE RECEIVED ON:
February 28, 2018 at 2:00 pm EST
(See Section Two for details)

Competitive Energy Services
Attn: Eloise Bickham

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	February 14, 2018
Inquiries Deadline	February 20, 2018
Response to Inquiries	February 21, 2018
Bids Due Date	February 28, 2018
Estimated Award Date	On or Before December 1, 2018

- 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:

Eloise Bickham
Tel (207) 772-6190 x268
Fax (866) 743-4968
Email ebickham@competitive-energy.com

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

- 2.3 Submission: Signed bids must be received **VIA FAX OR EMAIL no later than 2:00 PM, February 28, 2018** 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 ebickham@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: 45,719,689
of Accounts: 9
Utility: 6 Emera/3 CMP
Start Date: 12/1/2018
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, 2018 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 #2018-041
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

Companies:	University of Maine System (Orono)
Organization:	CES
Supplier Name:	
Annual Usage:	45,719,689
Usage Units:	kWh
Ces Fee \$/kWh:	No fee
Requested Start Date:	Dec-2018

	Supplier's Bid		
	12 mo.	24 mo.	36 mo.
FIXED [Minimum 25% Bandwidth]			
All Inclusive Fixed (including all charges) including losses up to the customer meter			
Pass-Through Fixed FCM (including all charges but FCM) including losses up to the customer meter			

Credit Status

Approved	Pending	Docs Required, if necessary	Declined

Price Expiration Date/Time:

Please note that normalized data is supplied. Normalized data has been calculated on a monthly basis.

CompanyName	Billing Address	Primary Contact	Email	Phone	Fax
University of Maine System (Orono)	PO Box 533, Bangor, ME 04402 04402	Stewart Harvey	Stewarth@maine.edu	207-581-2668	N/A
University of Maine System (Orono)	PO Box 533, Bangor, ME 04402 04402	Stewart Harvey	Stewarth@maine.edu	207-581-2668	N/A
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University of Maine System (Orono)	PO Box 533, Bangor, ME 04402 04402	Stewart Harvey	Stewarth@maine.edu	207-581-2668	N/A

Tax Exempt	CurrentLDCAcctNum	Service Address1	Service Address2	Service City	Service State	Service Zip
No	10058073	STEAM PLANT	N/A	ORONO	ME	04469
No	10058087	NEW SUB	N/A	ORONO	ME	04473
No	10080110	33 SALMON FARMRD	N/A	FRANKLIN	ME	N/A
No	10080111	33 SALMON FARMRD	N/A	FRANKLIN	ME	N/A
No	10134909	PHYSICAL PLANT	N/A	ORONO	ME	04473
No	10332389	40 HARLOWST	N/A	BANGOR	ME	04401
No	35010349336	SWEETSER ST.	N/A	BELFAST	ME	04915
No	35013799958	IRA C DARLING CTR, CLARKS COVE RD.	N/A	SO. BRISTOL	ME	04568
No	35013966466	STATE OF MAINE, LEWISTON RD.	N/A	MONMOUTH	ME	04259

Utility	RateClassCode	CongestionZone	KeyCode	Unique ID	CapacityAssignment	Cap End Date	TeleMetered	ReadCycle
Bangor Hydro	BPTOU	MAINE	N/A	N/A	2.266408	05-31-2018	Yes	23
Bangor Hydro	BPTOU	MAINE	N/A	N/A	3.424192	05-31-2018	Yes	23
Bangor Hydro	BMPS	MAINE	N/A	N/A	0.153617	05-31-2018	No	8
Bangor Hydro	BMPS	MAINE	N/A	N/A	0.212733	05-31-2018	No	8
Bangor Hydro	BMPP	MAINE	N/A	N/A	0.029876	05-31-2018	No	5
Bangor Hydro	BMPS	MAINE	N/A	N/A	0.028144	05-31-2018	No	9
Central Maine Power	E-310	MAINE	N/A	N/A	0.098775	05-31-2018	No	16
Central Maine Power	E-340	MAINE	N/A	0.176003	0.108656	05-31-2018	No	16
Central Maine Power	E-310	MAINE	N/A	0.015569	0.014677	05-31-2018	No	10

dtLastRead	Annual Usage (kWh)	Annual Demand	Usage JAN (kWh)	Usage FEB (kWh)	Usage MAR (kWh)	Usage APR (kWh)
12-31-2017	17,056,000	3,629	1,465,600	1,120,000	1,171,200	1,286,400
12-31-2017	25,291,200	5,530	2,044,800	1,838,400	1,948,800	1,982,400
01-08-2018	554,486	166	35,836	34,020	39,170	37,364
01-08-2018	1,238,445	221	105,823	101,814	118,577	114,436
01-03-2018	237,549	67	26,133	23,520	25,416	21,538
01-09-2018	80,607	49	8,482	2,183	0	3,716
10-16-2017	466,076	190	30,961	28,522	33,004	33,602
10-16-2017	710,114	149	56,525	55,831	60,817	57,218
10-09-2017	85,211	24	7,603	6,566	6,780	6,171

Usage MAY (kWh)	Usage JUN (kWh)	Usage JUL (kWh)	Usage AUG (kWh)	Usage SEP (kWh)	Usage OCT (kWh)	Usage NOV (kWh)
1,408,000	1,510,400	1,596,800	1,628,800	1,712,000	1,504,000	1,456,000
1,968,000	2,054,400	2,318,400	2,424,000	2,476,800	2,323,200	1,992,000
38,396	38,412	40,276	38,687	36,576	57,789	75,618
112,725	112,068	122,703	102,324	89,854	83,478	82,845
17,857	14,319	12,142	11,313	14,365	18,402	23,258
6,250	11,378	20,563	6,891	0	5,688	7,466
40,096	45,112	51,418	51,000	46,657	40,625	33,077
60,358	61,131	64,344	62,084	57,849	57,186	57,667
6,592	7,017	7,810	7,422	7,453	7,243	7,034

Usage DEC (kWh)	Demand JAN	Demand FEB	Demand MAR	Demand APR	Demand MAY	Demand JUN	Demand JUL	Demand AUG
1,196,800	2,643	2,502	2,518	2,813	2,893	3,210	3,130	3,190
1,920,000	3,802	3,653	3,648	3,941	4,147	4,704	4,862	4,795
82,343	65	69	75	75	72	73	75	69
91,798	168	182	188	221	198	216	207	199
29,286	59	64	58	64	53	40	34	38
7,990	28	28	0	19	42	49	49	49
32,003	67	70	76	107	129	140	140	190
59,105	109	113	115	120	121	125	138	149
7,520	24	18	17	17	18	22	20	20

Demand SEP	Demand OCT	Demand NOV	Demand DEC
3,629	3,331	3,021	2,554
5,530	4,574	3,960	3,658
69	166	149	155
154	131	138	148
48	51	58	67
0	36	32	27
128	120	106	69
125	115	125	117
19	19	20	24