



REQUEST FOR BIDS

Administered by:
Competitive Energy Services, LLC



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

RFB # 2019-072

ISSUE DATE:
June 11, 2019

BIDS MUST BE RECEIVED ON:
Tuesday June 25, 2019
(See Section Two for details)

Competitive Energy Services
Attn: Sarah Bilodeau

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	Tuesday June 11, 2019
Inquiries Deadline	EOB Friday June 14, 2019
Response to Inquiries	EOB Tuesday June 18, 2019
Bids Due Date	4:00 PM Tuesday June 25, 2019
Estimated Award Date	On or Before December 1, 2019

- 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 Bilodeau
Tel (207) 772-6190 x268
Fax (866) 743-4968
Email sbilodeau@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 4:00 PM Tuesday June 25, 2019**, 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 sbilodeau@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: 46,348,590
of Accounts: 9
Utility: CMP (3); Emera (6)
Start Date: 12/1/2020
Term: 12, 24, 36 Months
CES Fee: \$0.000

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, 2020 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# 2019-072
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

Pricing Name:	University of Maine System (Orono)
Companies:	University of Maine System (Orono)
Organization:	CES
Supplier Name:	
Annual Usage:	46,348,590
Usage Units:	kWh
Ces Fee \$/kWh:	\$0
Requested Start Date:	Dec-2020

Supplier's Bid

FIXED [Minimum 25% Bandwidth]	12 mo.	24 mo.	36 mo.
Fixed All Inclusive (including all charges) including losses up to the customer meter			
Fixed FCM Pass-Through (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. CES provides the usage profile contained herein as a courtesy to suppliers. This usage profile is an estimate of annual usage. It should be used for reference purposes only and should not be relied upon for pricing and/or contracting unless otherwise noted. Please contact the pricing associate with any questions.

CompanyName	Billing Address	Primary Contact	Email
University of Maine System (Orono)	PO Box 533, Bangor, ME 04402 04402	Stewart Harvey	Stewarth@maine.edu
University of Maine System (Orono)	PO Box 533, Bangor, ME 04402 04402	Stewart Harvey	Stewarth@maine.edu
University of Maine System (Orono)	PO Box 533, Bangor, ME 04402 04402	Stewart Harvey	Stewarth@maine.edu
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University of Maine System (Orono)	PO Box 533, Bangor, ME 04402 04402	Stewart Harvey	Stewarth@maine.edu

Phone	Fax	Tax Exempt	CurrentLDC AcctNum	Service Address1	Service City	Service State
207-581-2668	N/A	No	10058073	STEAM PLANT	ORONO	ME
207-581-2668	N/A	No	10058087	NEW SUB	ORONO	ME
207-581-2668	N/A	No	10080110	33 SALMON FARMRD	FRANKLIN	ME
207-581-2668	N/A	No	10080111	33 SALMON FARMRD	FRANKLIN	ME
207-581-2668	N/A	No	10134909	PHYSICAL PLANT	ORONO	ME
207-581-2668	N/A	No	10332389	40 HARLOWST	BANGOR	ME
207-581-2668	N/A	No	35010349336	SWEETSER ST.	BELFAST	ME
207-581-2668	N/A	No	35013799958	IRA C DARLING CTR, CLARKS COVE RD.	SO. BRISTOL	ME
207-581-2668	N/A	No	35013966466	STATE OF MAINE, LEWISTON RD.	MONMOUTH	ME

Service Zip	Utility	RateClass Code	Congestion Zone	Key Code	Unique ID	Capacity Assignment	Cap End Date
04469	Bangor Hydro	BPTOU	MAINE	N/A	N/A	2.928704	05-31-2019
04473	Bangor Hydro	BPTOU	MAINE	N/A	N/A	4.307919	05-31-2019
04634	Bangor Hydro	BMPS	MAINE	N/A	N/A	0.222587	05-31-2019
04634	Bangor Hydro	BMPS	MAINE	N/A	N/A	0.25467	05-31-2019
04473	Bangor Hydro	BMPP	MAINE	N/A	N/A	0.030066	05-31-2019
04401	Bangor Hydro	BMPS	MAINE	N/A	N/A	0.031626	05-31-2019
04915	Central Maine Power	E-310	MAINE	N/A	N/A	0.133345	05-31-2020
04568	Central Maine Power	E-340	MAINE	N/A	0.176003	0.104703	05-31-2020
04259	Central Maine Power	E-310	MAINE	N/A	0.015569	0.008729	05-31-2020

TeleMetered	Read Cycle	dtLastRead	Annual Usage (kWh)	Annual Demand	Usage JAN (kWh)	Usage FEB (kWh)
Yes	23	2019-04-30 00:00:00	16,764,800	3,565	1,424,000	1,411,200
Yes	23	2019-04-30 00:00:00	25,797,058	5,434	1,920,000	1,828,800
No	8	2019-05-08 00:00:00	1,235,966	156	158,278	146,789
No	8	2019-04-07 00:00:00	969,463	170	86,034	79,244
No	5	2019-05-02 00:00:00	210,000	66	27,762	24,522
No	9	2019-04-08 00:00:00	103,891	42	4,226	6,817
No	16	2019-04-24 00:00:00	519,040	0	35,922	32,364
No	16	2019-04-24 00:00:00	675,600	0	52,645	49,165
No	10	2019-04-16 00:00:00	72,772	0	4,826	4,402

Usage MAR (kWh)	Usage APR (kWh)	Usage MAY (kWh)	Usage JUN (kWh)	Usage JUL (kWh)	Usage AUG (kWh)	Usage SEP (kWh)
1,270,400	1,148,800	1,305,600	1,337,600	1,632,000	1,769,600	1,673,600
2,203,200	2,193,600	1,968,000	2,054,400	2,512,258	2,625,600	2,448,000
157,108	80,302	64,029	67,436	74,331	72,010	71,991
84,488	71,203	66,428	65,166	72,492	71,773	67,356
25,710	823	12,655	11,209	12,517	12,419	14,526
9,393	5,332	11,717	13,514	12,923	12,471	11,012
35,294	36,912	47,413	50,777	60,650	57,834	48,063
56,991	54,094	55,170	57,387	61,679	60,750	54,310
5,909	6,082	6,870	7,036	6,920	6,608	6,546

Usage OCT (kWh)	Usage NOV (kWh)	Usage DEC (kWh)	Demand JAN	Demand FEB	Demand MAR	Demand APR	Demand MAY	Demand JUN
1,372,800	1,174,400	1,244,800	2,602	2,621	2,576	2,192	2,592	2,803
2,232,000	1,905,600	1,905,600	3,538	3,600	5,189	3,869	4,147	4,704
75,953	120,090	147,649	134	141	156	121	132	135
130,525	91,336	83,417	142	146	144	153	118	140
18,626	22,648	26,584	64	61	60	59	41	34
7,518	4,748	4,221	23	24	25	37	42	42
40,943	36,013	36,855	0	0	0	0	0	0
57,155	56,594	59,658	0	0	0	0	0	0
6,734	5,649	5,191	0	0	0	0	0	0

Demand JUL	Demand AUG	Demand SEP	Demand OCT	Demand NOV	Demand DEC
3,024	3,366	3,565	2,973	2,470	2,499
4,862	5,285	5,434	4,282	3,710	3,590
150	134	132	132	136	133
156	170	169	132	140	141
39	37	46	50	66	66
28	26	33	34	24	21
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0