



## **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 # 2023-027**

ISSUE DATE:  
[September 28, 2022](#)

**BIDS MUST BE RECEIVED ON:  
Wednesday October 12, 2022  
(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 will be a Broker Fee in the amount of \$0.001/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	Wednesday September 28, 2022
Inquiries Deadline	EOB Monday October 3, 2022
Response to Inquiries	EOB Thursday October 6, 2022
Bids Due Date	4:00 PM Wednesday October 12, 2022
Estimated Award Date	On or Before December 1, 2023

- 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 (207) 772-6320  
Email [sbilodeau@competitive-energy.com](mailto:sbilodeau@competitive-energy.com)

Chris Brook  
Tel (207) 772-6190  
Fax (207) 772-6320  
Email [cbrook@competitive-energy.com](mailto:cbrook@competitive-energy.com)

- 2.3 Submission: Signed bids must be received **VIA FAX OR EMAIL no later than 4:00 PM Wednesday October 12, 2022**, 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 207-772-6320 or email to [sbilodeau@competitive-energy.com](mailto: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:**

**(1) All Campuses Aggregated**

**University of Maine System  
Est. Annual (aggregated) kWh: 4,489,202  
# of Accounts: 13  
Utility: Versant/MPS  
Start Date: 11/1/2024  
Term: 12, 24 and 36 months  
CES Fee: \$0.001/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, 2024 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# 2023-027**  
**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  
Due 10/12/2022

Please fill out all applicable items highlighted in yellow

Pricing Name:	EL_UMFK_UMPI (Agg)
Companies:	University of Maine Fort Kent
	University of Maine Presque Isle
Organization:	CES
Supplier Name:	
Annual Usage:	4,489,202
Usage Units:	kWh
CES Fee \$/kWh:	\$0.001
Requested Start Date:	Nov-2024

Supplier's Bid

FIXED [Minimum 25% Bandwidth]	12 mo.	24 mo.	36 mo.
Fixed All Inclusive			
Fixed FCM Pass-Through (including all charges but FCM)			

Credit Status

Approved	Pending	Docs Required, if neces	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	Billing Email	Primary Contact
University of Maine Fort Kent	PO Box 533, Bangor, ME 04402		Jason Guerrette
University of Maine Fort Kent	PO Box 533, Bangor, ME 04402		Jason Guerrette
University of Maine Fort Kent	PO Box 533, Bangor, ME 04402		Jason Guerrette
University of Maine Fort Kent	PO Box 533, Bangor, ME 04402		Jason Guerrette
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University of Maine Fort Kent	PO Box 533, Bangor, ME 04402		Jason Guerrette
University of Maine Fort Kent	PO Box 533, Bangor, ME 04402		Jason Guerrette
University of Maine Presque Isle	PO Box 533, Bangor, ME 04402		Joseph Moir

Email	Phone	Fax	Tax Exempt	CurrentLDCAcctNum
jason.guerrette@maine.edu	207-834-7671	N/A	Yes	1453646
jason.guerrette@maine.edu	207-834-7671	N/A	Yes	1546993
jason.guerrette@maine.edu	207-834-7671	N/A	Yes	1617000
jason.guerrette@maine.edu	207-834-7671	N/A	Yes	1769777
jason.guerrette@maine.edu	207-834-7671	N/A	Yes	27847
jason.guerrette@maine.edu	207-834-7671	N/A	Yes	27854
jason.guerrette@maine.edu	207-834-7671	N/A	Yes	289942
jason.guerrette@maine.edu	207-834-7671	N/A	Yes	388892
jason.guerrette@maine.edu	207-834-7671	N/A	Yes	388900
jason.guerrette@maine.edu	207-834-7671	N/A	Yes	743260
jason.guerrette@maine.edu	207-834-7671	N/A	Yes	870535
jason.guerrette@maine.edu	207-834-7671	N/A	Yes	980482
joseph.moir@maine.edu	207-768-9576	N/A	Yes	1629427

Service Address1	Service Address2	Service City	Service State	Service Zip
41 PLEASANT ST.	N/A	FORT KENT	ME	04743
34 ARMORY RD.	N/A	FORT KENT	ME	04743
SOCCER SCORE BOARD	N/A	FORT KENT	ME	04743
70 PLEASANT ST	KELLY HOUSE	FORT KENT	ME	N/A
21 PLEASANT ST., NADEAUS HOUSE	N/A	FORT KENT	ME	04743
23 PLEASANT ST., PRESIDENT RESIDENCE	N/A	FORT KENT	ME	04743
PLEASANT ST., MICHAUD TR	N/A	FORT KENT	ME	04743
43 PLEASANT ST	GYM - AREA LIGHTS	FORT KENT	ME	04743
23 UNIVERSITY ST.	N/A	FORT KENT	ME	04743
64 PLEASANT ST.	N/A	FORT KENT	ME	04743
16 BENGAL DR	RESIDENCE HALL	FORT KENT	ME	04743
62 PLEASANT ST.	N/A	FORT KENT	ME	04743
181 MAIN ST.	N/A	PRESQUE ISLE	ME	N/A

Utility	RateClassCode	CongestionZone	KeyCode	Unique ID	CapacityAssignment
Maine Public Service	A	MAINE	N/A	N/A	N/A
Maine Public Service	C	MAINE	N/A	N/A	N/A
Maine Public Service	C	MAINE	N/A	N/A	N/A
Maine Public Service	A	UNKNOWN	N/A	N/A	N/A
Maine Public Service	A	MAINE	N/A	N/A	N/A
Maine Public Service	A	MAINE	N/A	N/A	N/A
Maine Public Service	C	MAINE	N/A	N/A	N/A
Maine Public Service	C	MAINE	N/A	N/A	N/A
Maine Public Service	ES	MAINE	N/A	N/A	N/A
Maine Public Service	A	MAINE	N/A	N/A	N/A
Maine Public Service	ES	MAINE	N/A	N/A	N/A
Maine Public Service	A	MAINE	N/A	N/A	N/A
Maine Public Service	EPT	MAINE	N/A	N/A	N/A

Cap End Date	RPS Exempt	BTM	TeleMetered	Primary Meter	ReadCycle	dtLastRead
N/A	No	No	No	No	N/A	2017-09-12 00:00:00
N/A	No	No	No	No	N/A	2018-08-29 00:00:00
N/A	No	No	No	No	N/A	2018-09-12 00:00:00
N/A	No	No	No	No	N/A	2018-09-11 00:00:00
N/A	No	No	No	No	N/A	2018-09-11 00:00:00
N/A	No	No	No	No	N/A	2018-09-11 00:00:00
N/A	No	No	No	No	N/A	2018-09-11 00:00:00
N/A	No	No	No	No	N/A	2018-08-31 00:00:00
N/A	No	No	No	No	N/A	2018-08-31 00:00:00
N/A	No	No	No	No	N/A	2018-09-10 00:00:00
N/A	No	No	No	No	N/A	2018-08-29 00:00:00
N/A	No	No	No	No	N/A	2018-09-12 00:00:00
N/A	No	No	Yes	No	97	2018-12-31 00:00:00

Annual Usage (kWh)	Annual Demand	Usage JAN (kWh)	Usage FEB (kWh)	Usage MAR (kWh)
232	0	53	42	34
147,531	0	17,723	16,020	16,409
71	0	0	0	0
287	0	62	46	44
3,347	0	383	316	327
9,872	0	863	662	686
5,562	0	480	444	481
205,768	53	21,235	20,640	19,923
1,139,063	290	95,558	98,594	99,099
1,666	0	185	155	163
302,720	76	21,663	25,652	26,485
2,814	0	138	104	88
2,670,269	613	192,989	188,640	168,248

Usage APR (kWh)	Usage MAY (kWh)	Usage JUN (kWh)	Usage JUL (kWh)	Usage AUG (kWh)
16	3	0	0	2
12,364	9,190	7,083	10,107	8,940
0	0	0	0	17
28	9	0	0	0
273	226	196	196	208
613	642	837	1,118	1,096
427	406	433	535	528
19,277	15,365	12,155	12,080	12,480
98,768	91,167	72,813	86,220	94,140
142	125	103	93	112
26,601	22,507	21,253	25,138	26,782
64	89	251	373	395
223,432	216,480	195,420	239,940	234,240



Usage SEP (kWh)	Usage OCT (kWh)	Usage NOV (kWh)	Usage DEC (kWh)	Demand JAN
2	11	24	45	0
12,481	8,829	11,615	16,769	0
32	19	3	0	0
0	5	30	63	0
259	284	293	386	0
883	773	775	924	0
485	455	431	458	0
14,168	16,831	20,129	21,485	50
101,903	104,678	94,582	101,543	243
119	130	139	200	0
29,000	28,727	25,349	23,563	62
392	415	324	180	0
256,044	256,116	249,120	249,600	493

Demand FEB	Demand MAR	Demand APR	Demand MAY	Demand JUN	Demand JUL
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
53	46	46	43	33	26
256	241	254	248	194	250
0	0	0	0	0	0
59	60	62	56	50	59
0	0	0	0	0	0
487	464	476	486	460	553

Demand AUG	Demand SEP	Demand OCT	Demand NOV	Demand DEC
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
31	35	46	49	50
263	290	265	266	230
0	0	0	0	0
59	76	69	64	62
0	0	0	0	0
552	613	495	501	510