



REQUEST FOR BIDS

Administered by:
Competitive Energy Services, LLC



**Electricity:
University of Maine**

RFB # 2023-035

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 all charges.

(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	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

Chris Brook
Tel (207) 772-6190
Fax (207) 772-6320
Email 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.

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

Est. Annual (aggregated) kWh: 44,873,706

of Accounts: 9

Utility: CMP (3); Emera (6)

Start Date: 12/1/2023

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, 2023 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# 2023-035
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_ University of Maine System (Orono)
Companies:	University of Maine System (Orono)
Organization:	CES
Supplier Name:	
Annual Usage:	44,873,706
Usage Units:	kWh
CES Fee \$/kWh:	\$0
Requested Start Date:	Dec-2023

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 System (Orono)	PO Box 533, Bangor, ME 04402		Mike Swartz
University of Maine System (Orono)	PO Box 533, Bangor, ME 04402		Mike Swartz
University of Maine System (Orono)	PO Box 533, Bangor, ME 04402		Mike Swartz
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University of Maine System (Orono)	PO Box 533, Bangor, ME 04402		Mike Swartz

Email	Phone	Fax	Tax Exempt	CurrentLDCAcctNum
michael.swartz@maine.edu	N/A	N/A	No	10058073
michael.swartz@maine.edu	N/A	N/A	No	10058087
michael.swartz@maine.edu	N/A	N/A	No	10080110
michael.swartz@maine.edu	N/A	N/A	No	10080111
michael.swartz@maine.edu	N/A	N/A	No	10134909
michael.swartz@maine.edu	N/A	N/A	No	10332389
michael.swartz@maine.edu	N/A	N/A	No	35010349336
michael.swartz@maine.edu	N/A	N/A	No	35013799958
michael.swartz@maine.edu	N/A	N/A	No	35013966466

Service Address1	Service Address2	Service City	Service State	Service Zip
STEAM PLANT	N/A	ORONO	ME	04469
NEW SUB	N/A	ORONO	ME	04473
33 SALMON FARMRD	N/A	FRANKLIN	ME	04634
33 SALMON FARMRD	N/A	FRANKLIN	ME	04634
PHYSICAL PLANT	N/A	ORONO	ME	04473
40 HARLOWST	N/A	BANGOR	ME	04401
SWEETSER ST.	N/A	BELFAST	ME	04915
IRA C DARLING CTR, CLARKS COVE RD.	N/A	SO. BRISTOL	ME	04568
STATE OF MAINE, LEWISTON RD.	N/A	MONMOUTH	ME	04259

Utility	RateClassCode	CongestionZone	KeyCode	Unique ID	CapacityAssignment
Bangor Hydro	BPTOU D4	MAINE	N/A	N/A	2.680304
Bangor Hydro	BPTOU D4	MAINE	N/A	N/A	3.984532
Bangor Hydro	BMPS	MAINE	N/A	N/A	0.266984
Bangor Hydro	BMPS	MAINE	N/A	N/A	0.252357
Bangor Hydro	BMPP	MAINE	N/A	N/A	0.038403
Bangor Hydro	BMPS	MAINE	N/A	N/A	0.008316
Central Maine Power	E-310	MAINE	N/A	N/A	0.1253
Central Maine Power	E-340	MAINE	N/A	N/A	0.01868
Central Maine Power	E-310	MAINE	N/A	N/A	0.020262

Cap End Date	RPS Exempt	BTM	TeleMetered	Primary Meter	ReadCycle	dtLastRead
05-31-2023	No	No	Yes	No	23	2022-08-31 00:00:00
05-31-2023	No	No	Yes	No	23	2022-08-31 00:00:00
05-31-2023	No	No	No	No	8	2022-08-31 00:00:00
05-31-2023	No	No	No	No	8	2022-08-31 00:00:00
05-31-2023	No	No	No	No	5	2022-08-31 00:00:00
05-31-2023	No	No	No	No	9	2022-08-31 00:00:00
05-31-2023	No	No	No	No	16	2022-08-31 00:00:00
05-31-2023	No	No	No	No	16	2022-08-31 00:00:00
05-31-2023	No	No	No	No	10	2022-08-31 00:00:00

Annual Usage (kWh)	Annual Demand	Usage JAN (kWh)	Usage FEB (kWh)	Usage MAR (kWh)
16,490,976	0	1,446,400	1,387,616	1,458,354
24,644,106	0	1,955,840	1,850,331	1,945,483
1,039,149	0	99,358	103,311	115,467
1,240,551	0	85,813	104,400	114,040
255,500	0	25,515	26,434	26,267
87,016	0	4,992	7,711	7,604
444,720	0	36,853	29,128	32,689
585,872	0	60,500	49,157	48,673
85,816	0	6,823	7,789	8,415

Usage APR (kWh)	Usage MAY (kWh)	Usage JUN (kWh)	Usage JUL (kWh)	Usage AUG (kWh)
1,357,652	1,339,564	1,342,483	1,619,366	1,577,506
1,920,669	1,976,351	2,041,719	2,461,851	2,501,730
106,119	111,459	101,621	105,631	86,584
99,550	115,314	110,557	146,500	118,515
20,904	19,371	17,266	19,758	15,818
6,308	6,735	7,657	9,167	8,772
32,409	38,735	34,223	54,088	48,869
45,026	38,544	41,333	46,334	46,580
8,498	7,431	6,373	7,004	8,682

Usage SEP (kWh)	Usage OCT (kWh)	Usage NOV (kWh)	Usage DEC (kWh)	Demand JAN
1,300,168	1,217,067	1,207,467	1,237,333	0
2,064,223	2,046,651	2,041,957	1,837,300	0
22,665	60,894	63,758	62,282	0
84,859	79,003	93,227	88,773	0
17,867	19,977	22,063	24,261	0
9,876	5,292	5,400	7,501	0
44,703	26,571	32,907	33,547	0
59,531	39,894	56,900	53,400	0
7,125	6,354	5,617	5,705	0

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
0	0	0	0	0	0
0	0	0	0	0	0

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
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0