



CONTRACT AMENDMENT

DATE: 11/20/2024	AMENDMENT AMOUNT: \$ 0
ADVANTAGE CONTRACT #: MA 18P 221221*86	
DEPARTMENT AGREEMENT #: N/A	

This Contract Amendment is between the following State of Maine Department and Provider:


STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Department of Administrative and Financial Services		
ADDRESS: 111 Sewall Street		
CITY: Augusta	STATE: ME	ZIP CODE: 04330

PROVIDER		
PROVIDER NAME: Competitive Energy Services LLC		
ADDRESS: 148 Middle Street STE 506		
CITY: Portland	STATE: ME	ZIP CODE: 04101
PROVIDER'S VENDOR CUSTOMER #: VC0000129425		

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:

Provider Representative:

DocuSigned by:

2D3B27019EE1432

Signed by:

66105609CDB2416

BY: Elaine Clark, DAFS Deputy
 Commissioner

BY: Andrew Price, Chief Executive Officer

Date: 4/1/2025

Date: 4/1/2025

The contract amendment is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.

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AMENDMENT

The contract is hereby amended as follows: (Check and complete all that apply)

<input type="checkbox"/>	Amended Period	Original Start Date: 1/1/2023	Amendment Start Date: 10/18/2024
		Current End Date: Click or tap to enter a date. 12/31/2026	New End Date: 12/31/2027
		Reason:	
<input type="checkbox"/>	Amended Contract Amount	Adjustment Amount: \$	New Contract Amount: \$
		Reason:	
<input checked="" type="checkbox"/>	Amended Scope of Work	The Scope of Work in Rider A and Rider D is amended and replaced as attached below:	
<input checked="" type="checkbox"/>	Other	Describe the Changes: Rider A (attached below) 1) Reorganization of services to separate vendor engagement regarding state entities 2) to update and clarify language under II, A Consultant Services 3) Edit to Rider D (attached below) Revenue Sharing Percentage to be "negotiated by project, not to exceed 10%."	

All other terms and conditions of the original contract and subsequent contract amendments remain in full force and effect.

CODING

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$									

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$									

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$									

(Departments - Attach separate sheet as needed for additional coding.)

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RIDER A

SCOPE OF WORK

TABLE OF CONTENTS

- I. Acronyms/Definitions
- II. Introduction/Overview
- III. Deliverables
- IV. Performance Measures
- V. Reports

I. ACRONYMS/DEFINITIONS:

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS	
BAA	Business Associate Agreement
Contract	Formal and legal binding agreement
CNG	Compressed Natural Gas
Department	Department of Administrative and Financial Services
ISO-New England Grid System	See www.iso-ne.com for further information
LNG	Liquified Natural Gas
Provider	Competitive Energy Services LLC
SCC	Social Cost of Carbon
State	State of Maine

II. INTRODUCTION/OVERVIEW:

The Contract Amendment extends the current Master Agreement for two years.

The purpose of this Contract is to provide electricity and fuel procurement activities, market monitoring, and expert advice of financial and market information as it relates to the procurement of energy and fuel. Expected services to be provided by the awarded Bidder include:

A. Consultant Services

1. Solar Projects – Services For All Agencies

- a. Evaluation of solar projects on State property in Maine in cooperation with requesting agency and BGS, both for state-owned systems and for those involving solar developers procured through an RFP process and negotiation of approved solar projects.

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- b. As a subject matter expert, this will include collaboration in drafting RFPs to bids from solar developers, assisting with the selection process, and drafting necessary documentation.
- c. Services will be billed via fixed fee per project, to be negotiated by project with Competitive Energy Services.

2. Energy Procurements – Services for the Bureau of General Services and Office of State Procurement Services

- a. Prepare and issue competitive bid documents and obtain pricing and agreements that are acceptable to the State and in line with the State's climate and energy objectives, for procurement of all energy sources. Energy sources expected to be procured include:
 - i. #2/Diesel, Kerosene, Propane, and Heating Oil for State facilities;
 - ii. Bulk Gasoline and Diesel fuel for State vehicles and Ferry Boats;
 - iii. Natural gas (pipeline, CNG, and LNG);
 - iv. Renewable fuels such as biomass (pellet and chip products), and renewable liquid and gaseous fuels; and
 - v. Electricity, renewable and other similar energy sources.
- b. Assist in the acquisition and exchange of Renewable Energy Credits and Net Energy Billing Credits as directed by the Bureau of General Services.
- c. Provide energy market monitoring and analysis to advise and assist the State with energy procurement decision making and risk analysis.
- d. Track and manage daily/weekly/monthly energy procurement scheduling, reconciling and invoice review.
- e. Recommend a comprehensive energy and utility fiscal year budget forecast of all utilities and fuels used at the State locations.
- f. Establish formal relationships with utilities to assist the State in obtaining data on a municipal, county, regional, or state-wide level to track and understand energy usage.

3. Direct Pay Support

- a. Support the Bureau of General Services and the Office of the State Controller in evaluating and utilizing the U.S. Treasury's elective payment mechanism (Direct Pay) for selected state-owned clean energy projects that qualify for federal tax credits. This support includes the Consultant helping the Bureau of General Services, the Office of the State Controller, and selected departments identify and collect necessary project documentation, identify and coordinate design or implementation standards to maximize Direct Pay value, and estimating potential Direct Pay value by project. For the avoidance of doubt, this service to be provided by Consultant does not constitute legal or tax advice, and all work shall be directed by the Bureau of General Services and the Office of the State Controller. As requested, Consultant shall advise on project applications to the Special Revenue Account where Direct Pay funds have been deposited. Consultant will be available to assist with allocations and disbursements of funds to maximize renewable energy use for the Department.

4. Near and Long-Term Strategies – Services for Bureau of General Services, the Governor's Energy Office, and the Governor's Office on Policy Innovation and the Future

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Competitive Energy Services LLC will be prepared to provide the following expected services to the Department, which will work in coordination with the Governor's Office on Policy Innovation and the Future and Governor's Energy Office:

- a.** Recommend energy strategies that reduce the State's carbon footprint in the short, medium, and long-term at competitive prices.
 - i.** This work will include identifying opportunities to advance renewable energy, energy efficiency, or other emerging technologies on State property.
- b.** Identify energy project funding (including funding through the Infrastructure Investment and Jobs Act or other federal programs), financing opportunities and other options, including grants, incentives, and rebates; and advise the State as appropriate.
- c.** Track the State's energy and utility costs, consumption, and emissions performance, including greenhouse gas and carbon footprint with respect to the budget forecast.
- d.** Provide carbon inventoring services to the State, as needed or requested, including data aggregation, data sorting and cleaning, and data conversion into greenhouse gas emissions.
- e.** Advise and support the State with participation in demand response programs, assisting with preparation and implementation of a program to reduce the State's energy costs during peak times in the ISO-New England Grid System or peak electrical time-of-use rates from the local utility.
- f.** Evaluate individual renewable energy projects for potential submission under the IRS Direct Pay program as requested by the Department and the Bureau of General Services.
- g.** Assist the Bureau in evaluating decarbonization options.
- h.** Identify the least carbon-intensive energy purchasing options to align with the State's climate goals.
- i.** Recommend options that will accomplish the State's Lead by Example goal to purchase 100% clean energy for the state's electricity usage.

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III. DELIVERABLES:

The Provider shall perform all services and maintain all standards and requirements for services provided under this Contract in accordance with the below:

Table 1 Mandatory Deliverables			
Deliverable		Due Date/Period	Documentation Method
Competitive Bid Documents			
a.	Provide a draft template for competitive bid documents to be reviewed by the State	TBD	PDF
b.	Present final versions of the competitive bid documents	TBD	PDF
Energy Market Analysis			
c.	Preliminary report on current state of the energy market with regards to Maine	TBD	PDF
d.	Updated report and analysis with recommendations for each of Maine's energy sources	Quarterly, after Table 1. c. completed by vendor.	PDF
Energy Procurement Information			
e.	Create comprehensive tracker(s) for daily/weekly/monthly energy procurement tasks	TBD	Excel File or SQL Database
f.	Update trackers and present any relevant information to the State	Daily, after Table 1. e. completed by vendor.	PDF
Budget Forecast			
g.	Present a comprehensive recommended budget forecast for the fiscal year to include all utilities	TBD	PDF

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IV. PERFORMANCE MEASURES: By Statement of Work.

V. REPORTS

A. Required Reports

The Provider shall track and record all data/information necessary to complete the reports listed in the table below:

	Name of Report	Description or Appendix #:
1.	Quarterly Action Report	Actions and accomplishments related to the State’s energy procurement strategy and activities, and budget forecasts.
2.	Annual Fuel Report	Provide annual fuel totals (consumed or delivered) for the previous calendar year in Excel format. The data shall include and be broken out by account number, delivery address, delivery dates and volumes. The data shall also include unit costs (dollars per gallon, dollars per therm, etc.) or total costs for the delivered fuels.

B. Reporting Schedule for Above Listed Required Reports

The Provider shall submit all of the reports listed in the table below to the Department in accordance with the deadlines established within the table:

	Name of Report:	Period Captured by Report: <i>(“Each year / quarter / month / week”)</i>	Due Date and/or Frequency: <u>(# days after each year / quarter / month / week”)</u>
1.	Quarterly Action Report	Quarterly	30 Days following each Quarter
2.	Annual Fuel Report	Annually	Data shall be provided by the end of February for the previous year.

The Provider understands that the reports are due within the timeframes established and that the Department will not make subsequent payment installments under this Contract until such reports are received, reviewed and accepted.

The Provider further agrees to submit such other data and reports as may be requested by the Agreement Administrator. The Provider shall submit all data and reports to the Agreement Administrator listed in section “DEPARTMENT AND PROVIDER POINT OF CONTACTS” of this Agreement.

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RIDER D

COSTS

Commodities Categories	
Commodity Category (Required Unit of Measure)	Proposed Fixed Fee per Unit of Measure
Electricity - Kilowatt Hours (kwh)	\$ 0.001/kwh
Propane, Gasoline, #2 and Diesel - Gallons (gal)	\$0.01/gal
Natural Gas - Dekatherm (dth)	\$0.10/dth

Revenue Sharing Percentage (percent of net savings or value for, for example Net Energy billing Credits, REC marketing and sales, Demand Response, and IRS Direct Pay, if pursued)

Proposed Revenue Sharing Percentage (%):

As negotiated by project not to exceed 10%

Energy Market Monitoring and Analysis	
Proposed Hourly Rate:	\$150*

*CES has a wide range of positions with hourly rates ranging from \$75 to \$250 per hour. Our general hourly rate categories by position are shown below. For scopes of work executed pursuant to this RFP response that have an hourly rate component, CES agrees not to exceed a blended rate of \$150 per hour.

Position Title	Hourly Rate
CEO / President / COO	\$250
Senior Vice President	\$210
Vice President	\$200
Managing Director	\$180
Director	\$150
Associate Manager	\$125
Senior Energy Analyst / Associate / Advisor	\$100
Analyst / Associate / Advisor	\$75

Evaluation and Negotiation of Solar Projects both for state-owned systems and for those involving solar developers procured through an RFP process, the latter services to include drafting RFPs to solicit bids from solar developers, assisting with the selection process, and drafting necessary documentation. Services shall be billed via fixed fee per project, the fixed fee to be negotiated by project.