

MA 18P 2212210000000000086  
MODIFICATION

**State of Maine**



**Master Agreement**

**Effective Date:** 01/01/23

**Expiration Date:** 12/31/26

**Master Agreement Description:** Energy Consulting & Procurement Services

**Buyer Information**

Michelle Fournier 207-624-7338 ext. Michelle.Fournier@maine.gov

**Issuer Information**

Michelle Fournier 624-8868 ext. Michelle.Fournier@maine.gov

**Requestor Information**

Michelle Fournier 624-8868 ext. Michelle.Fournier@maine.gov

**Agreement Reporting Categories**

**Reason For Modification:** Two-year extension

**Authorized Departments**

ALL

**Vendor Information**

**Vendor Line #:** 1

**Vendor ID**

VC0000129425

**Vendor Name**

Competitive Energy Services, LLC

**Alias/DBA**

**Vendor Address Information**

148 Middle St.  
Suite 506  
Portland, ME 04101  
US

**Vendor Contact Information**

Andrew Price  
207-772-6190 ext.235  
aprice@competitive-energy.com

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** Competitive Energy Services, LLC

**Commodity Line #:** 1

**Commodity Code:** 91800

**Commodity Description:** Energy Consulting & Procurement Services

**Commodity Specifications:** CES will provide consultant services, short and long-term strategies as it relates to energy services, and reporting.

**Commodity Extended Description:** See Rider D for pricing structure

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
0.00	01/01/23	12/31/26
<b>Catalog Name</b>	<b>Discount</b>	
	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:  
*David Morris* 4/1/2024  
2A644AF5681F482...

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Signature Date

David Morris, Acting Chief Procurement Officer

Competitive Energy Services, LLC

DocuSigned by:  
*Andrew Price* 3/27/2024  
66105609CDB2416...

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Signature Date

Andrew Price President & CEO



SERVICE CONTRACT

DATE: 3/20/2023

ADVANTAGE CONTRACT #: MA 18P 221221\*86

DEPARTMENT AGREEMENT #: 18P

CONTRACT AMOUNT: \$ N/A

START DATE: 1/1/2023 END DATE: 12/31/2026

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

State of Maine DEPARTMENT

DEPARTMENT: Department of Administrative and Financial Services

Address: 111 Sewall Street

City: Augusta State: ME Zip Code: 04330

PROVIDER

PROVIDER: Competitive Energy Services LLC

Address: 148 Middle St. 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. The parties sign and cause this Contract to be executed.

Department of Administrative and Financial Services

DocuSigned by: William Longfellow 3/28/2024 DB8A2BC670E9407... Signature William Longfellow, Director Date

Competitive Energy Services LLC

DocuSigned by: Andrew Price 3/27/2024 66105609CDB2416... Signature Andrew Price, President & COO Date

**STATE OF MAINE | SERVICE CONTRACT**

**DEPARTMENT AND PROVIDER POINT OF CONTACTS**

CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

Name: **Michelle Fournier**  
Email: **Michelle.Fournier@maine.gov**  
Address: **111 Sewall St**  
City: **Augusta** State: **ME** Zip Code: **04330**  
Telephone: **207-591-8197**

PROGRAM ADMINISTRATOR: The following person is designated as the Program Administrator. This person will be able to respond to routine questions pertaining to the Contract; they will not be able to alter the scope of the Contract.

Name: **N/A**  
Email:  
Address:  
City: State: Zip Code:  
Telephone:

PROVIDER CONTACT: The following person is designated as the Contact Person on behalf of the Provider for the Contract. All contractual correspondence from the Department shall be submitted to:

Name: **Charlie Agnew**  
Email: **cagnew@competitive-energy.com**  
Address: **148 Middle Street**  
City: **Portland** State: **ME** Zip Code: **04101**  
Telephone:

**STATE OF MAINE | SERVICE CONTRACT**

**RIDERS**

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Funding Rider
<input checked="" type="checkbox"/>	Rider A – Scope of Work
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Rider D – Costs
<input type="checkbox"/>	Rider E – Included at Department's Discretion
<input type="checkbox"/>	Rider F – Included at Department's Discretion
<input checked="" type="checkbox"/>	Rider G – Identification of Country in Which Contracted Work will be Performed
<input type="checkbox"/>	Business Associate Agreement – Included at Department's Discretion
<input type="checkbox"/>	Other – Included at Department's Discretion

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**FUNDING RIDER**

**Internal Purposes Only**

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

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

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

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

Funding Total: \$

The sources of funds and compliance requirements for this Contract follow:

State General Fund                   \$  
 Dedicated/Special Revenue       \$  
 Federal Funds                         \$

**STATE OF MAINE | SERVICE CONTRACT****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:

<b>COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS</b>	
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 <a href="http://www.iso-ne.com">www.iso-ne.com</a> for further information
LNG	Liquefied 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. 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:
  - a. #2/Diesel, Kerosene, and Propane heating fuel for State facilities;
  - b. Bulk Gasoline and Diesel fuel for State vehicles and Ferry Boats;
  - c. Natural gas (pipeline, CNG, and LNG);
  - d. Renewable fuels such as biomass (pellet and chip products), and renewable liquid and gaseous fuels; and
  - e. Electricity, renewable and other similar energy sources.
    - i. For each of fuels identified in Part II. 1. a., b., and c., the awarded Bidder will be required to:
      - 1) Calculate the "Social Cost of Carbon" (SCC) of the fuels using the cost per ton or other measurement established by the Federal Government;
      - 2) Identify the least carbon-intensive options to align with the State's climate goals;
      - 3) Calculate the costs of fuels without the SCC; with the SCC; and compare the costs to less carbon-intensive options;



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- 4) Recommend options that will accomplish the State's Lead by Example goal to purchase 100% clean energy for the state's electricity usage.
2. Provide energy market monitoring and analysis to advise and assist the State with energy procurement decision making and risk analysis.
3. Track and manage daily/weekly/monthly energy procurement scheduling, reconciling and invoice review.

Recommend a comprehensive energy and utility fiscal year budget forecast of all utilities and fuels used at the State locations.

5. 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.
6. Evaluate and negotiate terms of solar projects on state property in Maine, 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.

**B. Near and Long-Term Strategies**

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:

1. Recommend energy strategies that reduce the State's carbon footprint in the short, medium, and long-term at competitive prices.
  - a. This work will include identifying opportunities to advance renewable energy, energy efficiency, or other emerging technologies on State property.
2. 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.
3. Track the State's energy and utility costs, consumption, and emissions performance, including greenhouse gas and carbon footprint with respect to the budget forecast.
4. Provide carbon inventorying services to the State, as needed or requested, including data aggregation, data sorting and cleaning, and data conversion into greenhouse gas emissions.
5. 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.
6. Evaluation and negotiation of solar projects on State property in Maine, both for state-owned systems and for those involving solar developers procured through an RFP process.
  - a. This will include drafting RFPs to solicit bids from solar developers, assisting with the selection process, and drafting necessary documentation.
  - b. Services will be billed via fixed fee per project, to be negotiated by project with Competitive Energy Services.

III. DELIVERABLES:

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

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

IV. PERFORMANCE MEASURES: **N/A.**

V. REPORTS **Enter N/A if not applicable**

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 #:
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**STATE OF MAINE | SERVICE CONTRACT**

1.	Quarterly Action Report	Actions and accomplishments related to the State's energy procurement strategy and activities, and budget forecasts.
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**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: ( <i># days after each year/quarter/month/week</i> )
1.	Quarterly Action Report	Quarterly	30 Days following each Quarter

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 B  
TERMS AND CONDITIONS**

1. INVOICES AND PAYMENT: Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents. Provider shall submit detailed invoices, itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Department and Advantage Contract numbers for this contract.
2. BENEFITS AND DEDUCTIONS. If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
3. INDEPENDENT CAPACITY. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
4. DEPARTMENT'S REPRESENTATIVE. The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
5. CHANGES IN THE WORK. The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.
6. SUB-AGREEMENTS. Unless provided for in this Contract, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Contract Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.
7. SUBLETTING, ASSIGNMENT OR TRANSFER. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Provider of its liability under this Contract.
8. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Provider agrees as follows:
  - a. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The

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Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
  - c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
  - e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
  - f. Providers and subcontractors with Contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.
  - g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
9. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any (a) state employee or (b) any former state employee who participated in any way in the solicitation, award or administration of this Agreement. This restriction shall not apply to regularly retired employees or any employee who has been out of state employment for a period of twelve (12) months.
10. WARRANTY. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract

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without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. ACCESS TO RECORDS. As a condition of accepting an Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.
12. TERMINATION. (a) The performance of work under the Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be affected by delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days.
13. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
14. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
15. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

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16. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed that is related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.
17. APPROVAL. This Contract must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
18. INSURANCE. The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
19. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.
20. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
21. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:
  - Rider C Exceptions
  - Rider B Terms and Conditions
  - Rider A Scope of Work
  - Funding Rider
  - Rider D Included at Department's Discretion
  - Rider E Included at Department's Discretion
  - Rider F Included at Department's Discretion
  - Rider G Identification of Country in which contracted work will be performed
  - Business Associate Agreement included at Department's Discretion
  - Other Included at Department's Discretion
22. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
23. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with

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regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

24. **ENTIRE CONTRACT.** This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.
25. **AMENDMENT:** No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.
26. **DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION:** By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
  - b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
    - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
    - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
    - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
  - c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.



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RIDER C

EXCEPTIONS

N/A

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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 and Demand Response, if pursued)

Proposed Revenue Sharing      10%  
Percentage (%):

**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.

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RIDER E

**N/A**

**STATE OF MAINE | SERVICE CONTRACT**

RIDER F

N/A

|

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RIDER G

IDENTIFICATION OF COUNTRY

IN WHICH CONTRACTED WORK WILL BE PERFORMED

**Please identify the country in which the services purchased through this contract will be performed:**

[

**United States. Please identify state: ME**

**Other. Please identify country: Enter Country**

]

Notification of Changes to the Information

The Provider agrees to notify the Division of Procurement Services of any changes to the information provided above.

[

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