



Administered by  
**University OF MAINE SYSTEM**  
Office of Strategic Procurement

## **REQUEST FOR PROPOSALS (RFP)**

### **Energy Procurement and Consulting Services**

**RFP # 19-14**

ISSUE DATE:  
January 17, 2014

PROPOSALS MUST BE RECEIVED BY:  
February 26, 2014

DELIVER PROPOSALS TO:

University of Maine System  
Office of Strategic Procurement  
Attn: Hal Wells  
16 Central Street  
Bangor, ME 04401

## SECTION ONE

### 1.0 General Information:

- 1.1 Instructions: This Request for Proposals (RFP) consists of a MS Word document and a MS Excel spreadsheet. Instructions for submitting proposals, the procedure and criteria by which a vendor may be selected, and the contractual terms by which the University intends to govern the relationship between it and the selected vendor are contained within these documents.
- 1.2 Definition of Parties: The University of Maine System will hereinafter be referred to as the "University" or "UMS". Respondents to the RFP shall be referred to as "Bidder(s)" or "bidder(s)". The Bidder to whom the Contract is awarded shall be referred to as the "Contractor."
- 1.3 Background: The University is comprised of seven (7) distinct universities, some with multiple campuses across the State. With an enrollment headcount in excess of 30,000 students, it is the State of Maine's largest educational enterprise.

The seven universities are collectively served by centralized operations called the Systems Office. The eight (8) business units included in this Scope of Work shall include the Systems Office and each of the seven (7) universities.

The University is engaged at the direction of the Board of Trustees in a review of various procurement activities in an effort to reduce cost, increase service levels and reinvest administrative savings in the mission of the University. As part of that effort, the University is seeking to contract with a consultant to provide System wide Energy Procurement and Consulting Services. Further background information is available in the Strategic Procurement section of the website: [thinkmissionexcellence.maine.edu](http://thinkmissionexcellence.maine.edu).

- 1.4 Profile of Current Utility and Fuel Usage: Are outlined in Appendix A: Profile: UMS Fuel and Load Profiles". The University has approximately 80% of the total energy spend under consultant management/review. Current spend for energy procurement in the previous fiscal year was approximately \$19 million.
- 1.5 Scope: The University is seeking proposals from qualified firms to provide utility and fuel procurement exercises, market monitoring, and expert advice of financial and market information as it relates to energy/fuel procurement. The contractor will provide varying levels of service at each of the eight (8) University Business Units with possible varying cost/pricing models, as defined by each unit's energy management team. It is the goal of this RFP to engage a **Single Contractor** for all areas listed below:
  - Recommend near and long term energy procurement strategies and comprehensive strategic plans, consistent with University climate commitments and environmental sustainability initiatives, and in compliance with University air permits for federal and state environmental regulations.
  - Prepare and issue competitive bid documents and obtain pricing and agreements that are acceptable to the University, for procurement of **all energy sources**, including but not limited to #2 and #6 heating fuel, kerosene, bulk gasoline and diesel, propane, natural gas, electricity, biomass, renewable, and landfill gas.
  - Provide continuous energy market monitoring and analysis to advise and assist the University with energy procurement decision making and risk analysis.
  - Track and manage daily/weekly/monthly energy procurement scheduling, reconciling and invoice review.
  - Identify energy project funding and financing opportunities and options, including grants, incentives, and rebates; and advise the University as appropriate.
  - Advise the University regarding industry trends on supply-side and demand-side energy opportunities.
  - Recommend a comprehensive energy and utility fiscal year budget forecast of all utilities and fuels used at University business unit locations.

- Track the University's energy and utility costs, consumption, and emissions performance, including greenhouse gas and carbon footprint with respect to the budget forecast.
- Support the University in developing internal financial budgets for use in the University's accounting systems and provide analysis of budget to actuals.
- Advise and support University staff in participation in demand response programs, assisting with preparation and implementation of a program to reduce the University's energy costs during peak times in the ISO-New England Grid System or peak electrical time-of-use rates from the local utility.
- Prepare and provide quarterly reports showing actions and accomplishments with respect to the University's energy procurement strategy and activities, and budget forecasts.

1.6 Areas of Knowledge and Skill: The Contractor shall be qualified by knowledge and experience to perform the following services as needed by the University.

- Assist University staff with energy procurement negotiations.
- Assist University staff with analysis of competing energy supply side opportunities.
- Provide detailed economic analysis (including life cycle cost analysis) of energy projects and alternatives, in support of energy supplier and project negotiations and decision making process.
- Perform historic energy accounting and load analysis, and provide reports summarizing the University's performance and accomplishments.
- Perform energy source and utility rate analysis, including load profile evaluation and analysis of incremental avoided cost of utilities.
- Work collaboratively with University energy and environmental sustainability groups, organizations, and committees; and other University energy consultants and contractors.
- Perform peer review of energy analyses.

1.7 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be summarized as an addenda and posted on our web site, [www.maine.edu/strategic/upcoming\\_bids.php](http://www.maine.edu/strategic/upcoming_bids.php)

It is the responsibility of all bidders to check the web site before submitting a response to ensure that they have all pertinent documents. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to: Hal Wells  
Office of Strategic Procurement  
University of Maine System  
16 Central Street  
Bangor, ME 04401  
[hcwells@maine.edu](mailto:hcwells@maine.edu)

The deadline for inquiries is February 11, 2014

The University will respond to written inquiries not later than close of business, February 14, 2014.

1.8 Award of Proposal: Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the Contract to that bidder. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of proposals. The University reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the University. The University may cancel this Request for Proposals or reject any or all proposals in whole or in part. Should the University determine in its sole discretion that only one bidder is fully

qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.

- 1.9 Award Protest: Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Chief Procurement Officer within five (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.
- 1.10 Evaluation Criteria: Proposals will be evaluated on a 110 point scale with points available for each section as follows:

Category		Points	Total
Section 3: Submission Requirements			
3.1	Depth and Breadth of experience: Topics covered include: - Statement of Qualifications - Utilities and fuels able to procure - Key account personnel - References	35	
3.2	Market Monitoring: Topics covered include: - Market Monitoring Overview - Utilities and fuels for monitoring - Data and output provided with service	20	
3.4	University contract terms acceptance	10	
Subtotal		65	
Financial and Economic			
3.3	Cost/Pricing Information Topics covered include: - Fee/Pricing models supported by Contractor - Retainer Fees - Volumetric fees for specific fuel procurement - Cost per service area "Cafeteria Model" - Standard personnel rates	35	
4.3	Maine Economic Impact - Proposal impact on the Maine economy such as # of Maine based employees	10	
Subtotal		45	
Total Possible Points		110	0

- 1.11 Confidentiality: The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and a vendor selected (the successful bidder). At that time the University will issue bid award notice letters to all participating bidders and the successful bidder's proposal may be made available to participating bidders upon request. After the protest period has passed and the contract is fully executed, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of accepting a contract under this section, a contractor must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

- 1.12 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.
- 1.13 Debarment: Submission of a signed proposal 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.
- 1.14 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.
- 1.15 Proposal Validity: Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.
- 1.16 Non-Responsive Proposals: The University will not consider non-responsive bids or proposals, i.e., those with material deficiencies, omissions, errors or inconsistencies.
- 1.17 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications. Protests should be delivered to the Office of Strategic Procurement in sealed envelopes, clearly marked as follows:

#### SPECIFICATION PROTEST, RFP # 19-14

- 1.18 Proposal Submission: A SIGNED original and one virus-free electronic copy (e.g., CD, thumb drive) must be submitted to the Office of Strategic Procurement, University of Maine System, 5765 Service Building, Orono, ME 04469-5765, in a sealed envelope by February 13, 2014 to be date stamped by the Office of Strategic Procurement in order to be considered. The RFP response and the pricing template response must be submitted as separate documents / files. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Bidders may wish to check <http://www.maine.edu/alerts/> to determine if University operations have been suspended. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). In the event of suspended University operations, proposals will be due the next business day. Vendors are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of proposal. Additional time will not be granted to any single vendor, however additional time may be granted to all vendors when the University determines that circumstances require it. FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED. The envelope must be clearly identified on the outside as follows:

Name of Bidder  
Address of Bidder  
Due Date

RFP #19-14

- 1.19 Authorization: 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 Director of Strategic Procurement and it is not approved, valid or effective until such written approval is granted.

END SECTION ONE

## SECTION TWO

### 2.0 General Terms and Conditions:

- 2.1 **Contract Administration:** The University of Maine System, Strategic Procurement, Chief Procurement Officer or his designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract.
- 2.2 **Contract Documents:** If a separate contract is not written, the Contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.3 **Contract Modification and Amendment:** The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.4 **Contract Term:** The Contract term shall be for a period of five (5) years commencing upon July 1, 2014. With mutual written agreement of the parties this Contract may be extended for three (3) additional one-year periods.
- 2.5 **Contract Data:** The Contractor is required to provide the University with detailed data concerning the Contract at the completion of each contract year or at the request of the University at other times. The University reserves the right to audit the Contractor's records to verify the data. This data may include, but is not limited to, dollar volume, items sold, services rendered, and commissions paid to the University.
- 2.6 **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.
- 2.7 **Non-Waiver of Defaults:** Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights.
- 2.8 **Cancellation/Termination:** If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if a mutually agreeable plan of action to correct the deficiency is not in place within 48 hours, the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Except for such cancellation for cause by the University, the University may terminate this Contract by giving at least 90 days advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.
- 2.9 **Employees:** The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. The contractor will provide names, contact information and profile of primary account support employees. The Contractor will notify the University if there are any changes in the account support team. If the Contract Administrator notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Administrator.
- 2.10 **Clarification of Responsibilities:** If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from the Contract Administrator.

- 2.11 **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 Contractor 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.
- 2.12 **Assignment:** Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.
- 2.13 **Equal Opportunity:** In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of individuals with disabilities.
- 2.14 **Independent Contractor:** Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.
- 2.15 **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 advanced notice. Further information regarding this policy is available from the Director of Equity and Diversity (207) 973-3372.
- 2.16 **Indemnification:** The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including 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 the operations of the Contractor or any subcontractor under this agreement.
- 2.17 **Contractor's Liability Insurance:** During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
2. Vehicle Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
3. Workers Compensation (In Compliance with Applicable State Law)	Required for all personnel



The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:

University of Maine System  
16 Central Street  
Bangor, Maine 04401

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

As additional insured and certificate holder, the University should be included as follows:

University of Maine System  
16 Central Street  
Bangor, Maine 04401

- 2.18 Smoking Policy: The University must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, § 1541 et seq "Smoking Prohibited in Public Places." In compliance with this law, the University has prohibited smoking in all University System buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University System buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings.
- 2.19 Gramm Leach Bliley (GLB) Act (Confidentiality of Information): The Contractor shall comply with all aspects of the GLB Act regarding safeguarding confidential information.
- 2.20 Payments: Payments for products and services may include billing by invoice with payment by Corporate Payment or Travel card, electronic payments, and/or check. The billing and payment method will be determined during the contracting process. Bidder agrees to accept payment via any or all of these methods. If an invoice is used, there must be a purchase order in place, and the invoices must include a purchase order number. Payments made from an invoice will be made to the address shown on the purchase order by the Contractor on a Net 30 basis with 2% discount if the invoice is paid within 10 business days.

END SECTION TWO

## SECTION THREE

3.0 Submission requirements: Each subparagraph describes a question, requirement or feature. Bidders shall respond to these within the document.

3.1 Depth and Breadth of Experience		
Item No.	Question, Requirement, or Feature	RESPONSE
1.	<p>Provide a statement of qualifications to specifically include public higher education energy consultancy and procurement, to include:</p> <ul style="list-style-type: none"> <li>- A list of analogous consulting projects conducted over the last three (3) years for public colleges and universities of similar size and resources to the University.</li> <li>- Specific energy procurement knowledge of service areas within the State of Maine (i.e. Regional Transmission Organizations, RTO, and T&amp;D utilities)</li> </ul>	
2.	<p>Provide at least three (3) references from clients of comparable scope and scale with the University (i.e. large universities with multiple campuses) for work performed within the last three (3) years in contracts of similar size and scope.</p>	
3.	<p>Provide a list of key personnel who will be assigned to this account. This will include the following:</p> <ul style="list-style-type: none"> <li>- Identification of Contract contacts and Project leader that will be assigned to the University</li> <li>- Resume/CV of each of the major team members</li> <li>- Outline of the responsibilities of each of the identified team members, including their specific area of expertise.</li> </ul> <p>NOTE: If a firm is picked to make an onsite presentation as part of this RFP, the above referenced team members must be part of the presentation group</p>	

3.1 Depth and Breadth of Experience				
4.	Provide information on procurement experience and knowledge for the following areas:			
Fuel	Number of Staff with direct experience	Number of Contracts negotiated in previous three (3) years	Number of Contracts negotiated in previous three (3) years	Comments Detailing Commodity knowledge
#6 Fuel Oil				
#2 Fuel Oil				
Kerosene				
Diesel Fuel				
Bulk Gasoline				
Natural Gas				
Propane				
Electricity				
Biomass				
Renewables				
Land fill Gas				
Other (Specify in Comments Section)				

3.2 Market Monitoring			
Item No.	Question, Requirement, or Feature		RESPONSE
1.	Provide an overview of your market monitoring services available through this contract.		
2.	Provide information on Market Monitoring experience and knowledge for the areas Below. Please check each commodity your firm as the ability to monitor below		
	<b>Fuel</b>	<b>Ability to Monitor</b>	<b>Additional Information</b>
	#6 Fuel Oil		
	#2 Fuel Oil		
	Kerosene		
	Diesel Fuel		
	Bulk Gasoline		
	Natural Gas		
	Propane		
	Electricity		
	Biomass		
	Renewables		
	Land Fill Gas		
	Other(Please specify)		
3.	Provide detailed information on the Market Monitoring data you will provide the University and the method of dissemination. Provide examples of reports, screen shots, form letters, etc. that would be used to provide market information to the University.		

3.3 Cost/Pricing Information		
Item No.	Question, Requirement, or Feature	RESPONSE
1.	<p>Provide information on the various fee models employed by your firm. To Include but not be limited to:</p> <ul style="list-style-type: none"> <li>- Retainer consultant fee</li> <li>- Volumetric fees added to utility/fuel contracts</li> <li>- Individual service fees for specific project areas (i.e.: fuel procurement, budget preparation, market monitoring)</li> </ul>	
2.	<p>Based on Appendix A provide specific consultant retainer fees for the System as a whole and each business unit individually. This fee would be to provide all services described in the scope of work.</p>	<p><b>Responses to be added to supplemental pricing spreadsheet in bid package</b></p>
3.	<p>Based on Appendix A, provide a list of volumetric add on charges (if available) for all of the following procured utilities/fuels:</p> <ul style="list-style-type: none"> <li>- #6 Fuel Oil</li> <li>- Natural Gas</li> <li>- Electricity</li> <li>- #2 Fuel Oil</li> <li>- Propane</li> <li>- Kerosene</li> <li>- Diesel</li> <li>- Bulk Gasoline</li> <li>- Biomass</li> <li>- Renewables</li> <li>- Land Fill Gas</li> <li>- Other sources (Please identify)</li> </ul>	<p><b>Responses to be added to supplemental pricing spreadsheet in bid package</b></p>
4.	<p>Provide a list of services and associated fees for individual firm activities as defined in the Scope of Work (cafeteria style model, pick and choose certain functions needed by a specific business unit). Define the pricing model for each area (flat fee, hourly, etc.)</p>	<p><b>Responses to be added to supplemental pricing spreadsheet in bid package</b></p>
5.	<p>Provide the standard rates for key personnel defined in Section 3.1a, for cost analysis of special out of contract projects.</p>	<p><b>Responses to be added to supplemental pricing spreadsheet in bid package</b></p>

3.4 Acceptance of University Standard Terms and Conditions		
Item No.	Question, Requirement, or Feature	RESPONSE
1.	Affirmation of the University's standard terms and conditions. Contract template may be found as Appendix B. Any desired deviations from the standard terms and conditions must be identified in the affirmation and the University reserves the right to reject any such requests or proposals making such requests.	

END SECTION THREE

## SECTION FOUR

- 4.0 Proposal Content: Bidders shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

4.1 Business Profile:

- 4.1.1 No financial statements are required to be submitted with your proposals, however, prior to an award the University may request financial statements from your company, credit reports and letters from your bank and suppliers.
- 4.1.2 Please submit with your proposal a detailed history and description of your company and any published reports about your company.

4.2 Responses to Submission requirements Section 3

Section 3.1 – Depth and Breadth of Experience

Section 3.2 – Market Monitoring

Section 3.3 – Cost/Pricing Information

Section 3.4 – Acceptance of University Standard Terms and Conditions

- 4.3 Maine Economic Impact: Bidders must dedicate a section of their proposal to describe the economic impact upon and within the State of Maine if the submitted proposal is accepted.

For the purposes of this RFP, the term “economic impact” shall be defined as any activity that is directly performed by or related to the Bidder and has a direct and positive impact on the Maine economy and public revenues within the State of Maine. Examples may include, but are not limited to, employment of Maine residents, subcontracting/partnering with Maine businesses, payment of State and Local taxes (such as corporate, sales, or property taxes), and the payment of State licensing fees for the Bidder’s business operations.

To complete the “economic impact” section of the Bidder’s proposal, the Bidder shall include no more than one page of typed text, describing the Bidder’s current, recent, or projected economic impact with the State of Maine, as defined above. The Bidder may include all details and information that it finds to be most relevant for this section.

## END SECTION FOUR

SIGNATURE PAGE

COMPANY NAME: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
Cell Phone)

\_\_\_\_\_  
(E-mail Address)

\_\_\_\_\_  
(Date)



## APPENDIX A

Location	Product	Volume	Spend
University of Maine Augusta	Electricity	2,303,908 KWH	\$402,779.10
	#2 Fuel Oil	76,821.1 GAL	\$230,485.25
	Propane	20,429.9 Gal	\$32,307.17
	Natural Gas	72,498 Therms	\$79,989.23
University of Maine Farmington	Electricity	380,656 KWH	\$40,113.96
	#2 Fuel Oil		
	Propane		
University of Maine Fort Kent	Electricity	1,443,146 KWH	\$168,153.35
	#2 Fuel Oil	96,034 Gal	\$318,639.02
	Biomass	25 Tons	\$5,129.57
University of Maine Machias	Electricity	1,635,170 KWH	\$263,136
	#2Fuel Oil	141, 258 Gal	\$375,271
University of Maine	Electricity	41,497,939 KWH	\$4,037,324.16
	#2 Fuel Oil	30,413	\$101,621.90
	Propane	70,570	\$97,233.26
	Natural Gas	482,425 MMBTU	\$3,849,057.14
	Kerosene	3,279 Gal	\$12,483.65
	Diesel Fuel	28,851 gal	\$92,082.24
	Gasoline	63,982 Gal	\$215,160.56
University of Southern Maine	Electricity	35,121,895 KWH	\$1,733,689.71
	#2 Fuel Oil	121,429 GAL	\$120,529.20
	Propane	2,075 Gal	\$5,958.71
	Natural Gas	638,836.20 MMBTU	\$1,286,717.45
	Diesel Fuel	884 Gal	\$3,234.75
	Biodiesel	997 gal	\$3,570.52
University of Maine Presque Isle	Electricity	2,533,247	\$270,587.39
	#2 Fuel Oil	220,594	\$735,369.37
	Propane	7,183 GAL	\$11,998.86
	Diesel Fuel	936 GAL	\$3,455.10
	Gasoline	5,345 GAL	\$17,457.29
	Biomass	49 Tons	\$9,759.55
University of Maine System	Electricity	230,920 KWH	\$28,575.53

## APPENDIX B

### UNIVERSITY OF MAINE SYSTEM CONTRACT FOR SERVICES

This Contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the University of Maine System, hereinafter referred to as the "University", and \_\_\_\_\_, hereinafter referred to as "Contractor".

**WHEREAS**, the University desires to enter into a contract for professional services, and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this Contract to the satisfaction of the University;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **Specifications of Work:** The Contractor agrees to perform the Specifications of Work as described in **Attachment A**, hereby incorporated by reference.

2. **Term:** This Contract shall commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_, unless terminated earlier as provided in this Contract.

3. **Payment :**

A. The total of **all** payments made against this contract shall not exceed \$\_\_\_\_\_. Any expenses not listed here will not be reimbursed.

B. The University shall compensate the Contractor at the rate of \$ \_\_\_\_\_ per \_\_\_\_\_ (hour, week, semester, entire project.) Payment will be made within 30 days upon submittal and approval of invoices.

C. Reimbursement for travel:

\_\_\_\_\_ All travel, lodging and meals are part of the compensation described in section A. No additional reimbursement will be made.

**OR**

\_\_\_\_\_ Contractor will be reimbursed for pre-approved travel, lodging and meals in an amount not to exceed \$ \_\_\_\_\_. Copies of receipts or itemized bills for expenses must be submitted for reimbursement.

D. Other expenses (postage, printing, phone, etc.) shall not exceed \$ \_\_\_\_\_. Copies of receipts or itemized bills for expenses must be submitted for reimbursement.

4. **Termination:** This Contract may be terminated by mutual agreement of the parties or by either party upon thirty (30) days prior written notice to the other. If at any time the Contractor fails to comply with the provisions of this Contract, the University shall have the right to terminate this Contract immediately with written notice. Termination does not release the Contractor from its obligations to provide services per the terms of the Contract during the notification period.

5. **Obligations Upon Termination:** Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University.
6. **Conflict of Interest:** No officer or employee of the University shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the University shall have any interest, direct or indirect, in this contract or proceeds thereof.
7. **Modification:** This Contract may be modified or amended only in a writing signed by both parties.
8. **Assignment:** This Contract, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.
9. **Applicable Law:** This Contract shall be governed and interpreted according to the laws of the State of Maine.
10. **Administration:** \_\_\_\_\_ shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract and to whom all notices must be sent.
11. **Non-Discrimination:** In the execution of the contract, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The university encourages the employment of qualified individuals with disabilities.
12. **Indemnification:** The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data.
13. **Contract Validity:** In the event one or more clauses of this Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.
14. **Independent Contractor:** Contractor is an independent contractor of the University, not a partner, agent or joint venture of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.

15. **Intellectual Property:** Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all of the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.
16. **Entire Contract:** This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied.
17. **Licensing:** Contractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this Contract. Contractor shall provide proof of such licensure or permit to the University prior to commencing work under this Contract.
18. **Record Keeping, Audit and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven years or for such longer period as specified herein. All retention periods start on the first day after the final payment of the Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The University, the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data of the Contractor pertaining to this Contract. Such access shall include on-site audits.
19. **Publicity, Publication, Reproduction and use of Contract's Products or Materials:** Unless otherwise provided by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for with University funds shall vest with the University. The Contractor shall at all times obtain the prior written approval of the University before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor or any of its subcontractors publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.
20. **Confidentiality:** The contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.
21. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
22. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.
23. **Insurance Requirements:** **Attachment B**, hereby incorporated by reference.

**24. Signatures:**

**FOR THE UNIVERSITY OF MAINE SYSTEM:**

**FOR THE CONTRACTOR:**

BY: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(print or type)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

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Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

LEGAL NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(print or type)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

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Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID #: \_\_\_\_\_

Per University policy, "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 Director of Strategic Procurement and it is not approved, valid or effective until such written approval is granted."

BY: \_\_\_\_\_

Title: Director of Strategic Procurement

Date: \_\_\_\_\_

## Attachment A

## ATTACHMENT B

### UNIVERSITY OF MAINE SYSTEM CONTRACT FOR SERVICES INSURANCE REQUIREMENTS

Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
2. Professional Liability (Errors and Omissions)	\$2,000,000 limit or more
3. Vehicle Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
4. Employee Dishonesty (Insurance Policy or Bond)	\$1,000,000 limit or more
5. Workers Compensation	Required for all personnel (In Compliance with Applicable State Law)

The amounts carried are subject to minimum requirements as established by applicable laws and regulations. The University reserves the right to accept or require alternative insurance limits when deemed in its best interest to do so.

The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:

Office of Strategic Procurement  
University of Maine System  
16 Central Street  
Bangor, Maine 04401

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion.

## ATTACHMENT C

### UNIVERSITY OF MAINE SYSTEM STANDARDS FOR SAFEGUARDING INFORMATION

This Attachment addresses the Contractor's responsibility for safeguarding Compliant Data and Business Sensitive Information consistent with the University of Maine System's Information Security Policy and Standards. (infosecurity.maine.edu)

Compliant Data is defined as data that the University needs to protect in accordance with statute, contract, law or agreement. Examples include Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley Act (GLBA), Maine Notice of Risk to Personal Data Act, and the Payment Card Industry Data Security Standards (PCI-DSS).

Business Sensitive Information is defined as data which is not subject to statutory or contractual obligations but where the compromise or exposure of the information could result in damage or loss to the University.

1. Standards for Safeguarding Information: The Contractor agrees to implement reasonable and appropriate security measures to protect all systems that transmit, store or process Compliant Data and Business Sensitive Information or personally identifiable information from Compliant Data and Business Sensitive Information furnished by the University, or collected by the Contractor on behalf of the University, against loss of data, unauthorized use or disclosure, and take measures to adequately protect against unauthorized access and malware in the course of this engagement.
  - A. Compliant Data and Business Sensitive Information may include, but is not limited to names, addresses, phone numbers, financial information, bank account and credit card numbers, other employee and student personal information (including their academic record, etc.), Drivers License and Social Security numbers, in both paper and electronic format.
  - B. If information pertaining to student educational records is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with FERPA.
  - C. If information pertaining to protected health information is accessed, used, collected, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with HIPAA and Contractor shall sign and adhere to a Business Associate Agreement.
  - D. If Contractor engages in electronic commerce on behalf of the University or cardholder data relating to University activities is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with current PCI-DSS guidelines.
  - E. If information pertaining to protected "Customer Financial Information" is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with GLBA.
2. Prohibition of Unauthorized Use or Disclosure of Information: Contractor agrees to hold all information in strict confidence. Contractor shall not use or disclose information received from, or created or received by, Contractor on behalf of the University except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the University.
3. Return or Destruction of Compliant or Business Sensitive Information:
  - A. Except as provided in Section 3(B), upon termination, cancellation, or expiration of the Agreement, for any reason, Contractor shall cease and desist all uses and disclosures of Compliant Data or Business Sensitive Information and shall immediately return or destroy (if the University gives written permission to destroy) in a reasonable manner all such information received from the University, or created or received by Contractor on behalf of the University, provided, however, that Contractor shall reasonably cooperate with the University to ensure that no original information records are destroyed. This provision shall apply to information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of University information, including any compilations derived from and allowing identification of



any individual's confidential information. Except as provided in Section 3(B), Contractor shall return (or destroy) information within 30 days after termination, cancellation, or expiration of this Agreement.

- B. In the event that Contractor determines that returning or destroying any such information is infeasible, Contractor shall provide to University notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of such information is infeasible, Contractor shall extend the protections of this Agreement to such information and limit further uses and disclosures of such information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such information.
- C. Contractor shall wipe or securely delete Compliant Data or Business Sensitive Information and personally identifiable information furnished by the University from storage media when no longer needed. Measures taken shall be commensurate with the standard for "clearing" as specified in the National Institute of Standards and Technology (NIST) Special Publication SP800-88: Guidelines for Media Sanitization, prior to disposal or reuse.

4. Term and Termination:

- A. This Attachment shall take effect upon execution and shall be in effect commensurate with the term of the Agreement

- 5. Subcontractors and Agents: If Contractor provides any Compliant Data or Business Sensitive Information received from the University, or created or received by Contractor on behalf of the University, to a subcontractor or agent, the Contractor shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Contractor by this Agreement.
- 6. Contractor shall control access to University data: All Contractor employees shall be adequately screened, commensurate with the sensitivity of their jobs. Contractor agrees to limit employee access to data on a need-to-know basis. Contractor shall impose a disciplinary process for employees not following privacy procedures. Contractor shall have a process to remove access to University data immediately upon termination or re-assignment of an employee by the Contractor.
- 7. Unless otherwise stated in the agreement, all Compliant Data or Business Sensitive Information is the property of the University and shall be turned over to the University upon request.
- 8. Contractor shall not amend or replace hardware, software or data without prior authorization of the University.
- 9. If mobile devices are used in the performance of this Agreement to access University Compliant Data or Business Sensitive Information, Contractor shall install and activate authentication and encryption capabilities on each mobile device in use.
- 10. Reporting of Unauthorized Disclosures or Misuse of Information: Contractor shall report to the University any use or disclosure of Compliant Data or Business Sensitive Information not authorized by this Agreement or in writing by the University. Contractor shall make the report to the University not more than one (1) business day after Contractor learns of such use or disclosure. Contractor's report shall identify; (i) the nature of the unauthorized use or disclosure, (ii) the information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate the effects of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the University. Contractor shall keep University informed on the progress of each step of the incident response. Contractor shall indemnify and hold University harmless from all liabilities, costs and damages arising out of or in any manner connected with the security breach or unauthorized use or disclosure by Contractor of any University Compliant Data or Business Sensitive Information. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a security breach or use or disclosure of Compliant Data or Business Sensitive Information by Contractor in violation of the requirements of this Agreement. In addition to the rights of the Parties established by this Agreement, if the University reasonably determines in good faith that Contractor has materially breached any of its obligations, the University, in its sole discretion, shall have the right to:

- Inspect the data that has not been safeguarded and thus has resulted in the material breach, and/or
- Require Contractor to submit a plan of monitoring and reporting, as the University may determine necessary to maintain compliance with this Agreement;
- and/or Terminate the Agreement immediately.

11. Survival: The respective rights and obligations of Contractor under Section 12 of the Agreement or Section 3 of this Attachment shall survive the termination of this Agreement.

12. Contractor Hosted Data: If Contractor hosts University Compliant Data or Business Sensitive Information in or on Contractor facilities, the following clauses apply.

- Contractor computers that host University Compliant Data or Business Sensitive Information shall be housed in secure areas that have adequate walls and entry control such as a card controlled entry or staffed reception desk. Only authorized personnel shall be allowed to enter and visitor entry will be strictly controlled.
- Contractor shall design and apply physical protection against damage from fire, flood, earthquake, explosion, civil unrest, and other forms of natural or man-made disasters. Contractor shall protect hosted systems with Uninterruptible Power Supply (UPS) devices sufficient to meet business continuity requirements.
- Contractor shall backup systems or media stored at a separate location with incremental back-ups at least daily and full back-ups at least weekly. Incremental and full back-ups shall be retained for 15 days and 45 days respectively. Contractor shall test restore procedures not less than once per year.
- Contractor shall provide for reasonable and adequate protection on its network and system to include firewall and intrusion detection/prevention.
- Contractor shall use strong encryption and certificate-based authentication on any server hosting on-line and e-commerce transactions with the University to ensure the confidentiality and non-repudiation of the transaction while crossing networks.
- The installation or modification of software on systems containing University Compliant Data or Business Sensitive Information shall be subject to formal change management procedures and segregation of duties requirements.
- Contractor who hosts University Compliant Data or Business Sensitive Information shall engage an independent third-party auditor to evaluate the information security controls not less than every two (2) years. Such evaluations shall be made available to the University upon request.

13. If the Contractor provides system development, Compliant Data or Business Sensitive Information shall not be used in the development or test environments. Records that contain these types of data elements may be used if that data is first de-identified, masked or altered so that the original value is not recoverable. For programs that process University data, initial implementation as well as applied updates and modifications must be produced from specifically authorized and trusted program source libraries and personnel. Contractor shall provide documentation of a risk assessment of new system development or changes to a system.

## UNIVERSITY

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

**CONTRACTOR**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

Address

# Competitive Energy Services Proposal for:



Administered by  
**University OF MAINE SYSTEM**  
Office of Strategic Procurement

## **REQUEST FOR PROPOSALS (RFP)**

### **Energy Procurement and Consulting Services**

**RFP # 19-14**

**ISSUE DATE:**  
**January 21, 2014**

**PROPOSALS MUST BE RECEIVED BY:**  
**February 26, 2014**

**DELIVER PROPOSALS TO:**

University of Maine System  
Office of Strategic Procurement  
Attn: Hal Wells  
16 Central Street  
Bangor, ME 04401



## SECTION ONE

### 1.0 General Information:

- 1.1 Instructions: This Request for Proposals (RFP) consists of a MS Word document and a MS Excel spreadsheet. Instructions for submitting proposals, the procedure and criteria by which a vendor may be selected, and the contractual terms by which the University intends to govern the relationship between it and the selected vendor are contained within these documents.
- 1.2 Definition of Parties: The University of Maine System will hereinafter be referred to as the "University" or "UMS". Respondents to the RFP shall be referred to as "Bidder(s)" or "bidders". The Bidder to whom the Contract is awarded shall be referred to as the "Contractor."

- 1.3 Background: The University is comprised of seven (7) distinct universities, some with multiple campuses across the State. With an enrollment headcount in excess of 30,000 students, it is the State of Maine's largest educational enterprise.

The seven universities are collectively served by centralized operations called the Systems Office. The eight (8) business units included in this Scope of Work shall include the Systems Office and each of the seven (7) universities.

The University is engaged at the direction of the Board of Trustees in a review of various procurement activities in an effort to reduce cost, increase service levels and reinvest administrative savings in the mission of the University. As part of that effort, the University is seeking to contract with a consultant to provide System wide Energy Procurement and Consulting Services. Further background information is available in the Strategic Procurement section of the website: [thinkmissionexcellence.maine.edu](http://thinkmissionexcellence.maine.edu).

- 1.4 Profile of Current Utility and Fuel Usage: Are outlined in Appendix A: Profile: UMS Fuel and Load Profiles". The University has approximately 80% of the total energy spend under consultant management/review. Current spend for energy procurement in the previous fiscal year was approximately \$19 million.

- 1.5 Scope: The University is seeking proposals from qualified firms to provide utility and fuel procurement exercises, market monitoring, and expert advice of financial and market information as it relates to energy/fuel procurement. The contractor will provide varying levels of service at each of the eight (8) University Business Units with possible varying cost/pricing models, as defined by each unit's energy management team. It is the goal of this RFP to engage a **Single Contractor** for all areas listed below:

- Recommend near and long term energy procurement strategies and comprehensive strategic plans, consistent with University climate commitments and environmental sustainability initiatives, and in compliance with University air permits for federal and state environmental regulations.
- Prepare and issue competitive bid documents and obtain pricing and agreements that are acceptable to the University, for procurement of all energy sources, including but not limited to #2 and #6 heating fuel, kerosene, bulk gasoline and diesel, propane, natural gas, electricity, biomass, renewable, and landfill gas.
- Provide continuous energy market monitoring and analysis to advise and assist the University with energy procurement decision making and risk analysis.
- Track and manage daily/weekly/monthly energy procurement scheduling, reconciling and invoice review.
- Identify energy project funding and financing opportunities and options, including grants, incentives, and rebates; and advise the University as appropriate.
- Advise the University regarding industry trends on supply-side and demand-side energy opportunities.
- Recommend a comprehensive energy and utility fiscal year budget forecast of all utilities and fuels used at University business unit locations.
- Track the University's energy and utility costs, consumption, and emissions performance, including greenhouse gas and carbon footprint with respect to the budget forecast.
- Support the University in developing internal financial budgets for use in the University's accounting systems and provide analysis of budget to actuals.
- Advise and support University staff in participation in demand response programs, assisting with preparation and implementation of a program to reduce the University's energy costs during peak times in the ISO-New England Grid System or peak electrical time-of-use rates from the local utility.
- Prepare and provide quarterly reports showing actions and accomplishments with respect to the University's energy procurement strategy and activities, and budget forecasts.

- 1.6 Areas of Knowledge and Skill: The Contractor shall be qualified by knowledge and experience to perform the following services as needed by the University.

- Assist University staff with energy procurement negotiations.
- Assist University staff with analysis of competing energy supply side opportunities.
- Provide detailed economic analysis (including life cycle cost analysis) of energy projects and alternatives, in support of energy supplier and project negotiations and decision making process.
- Perform historic energy accounting and load analysis, and provide reports summarizing the University's performance and accomplishments.
- Perform energy source and utility rate analysis, including load profile evaluation and analysis of incremental avoided cost of utilities.

- Work collaboratively with University energy and environmental sustainability groups, organizations, and committees; and other University energy consultants and contractors.
- Perform peer review of energy analyses.

- 1.7 **Communication with the University:** It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be summarized as an addenda and posted on our web site, [www.maine.edu/strategic/upcoming\\_bids.php](http://www.maine.edu/strategic/upcoming_bids.php)

It is the responsibility of all bidders to check the web site before submitting a response to ensure that they have all pertinent documents. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to: Hal Wells  
Office of Strategic Procurement  
University of Maine System  
16 Central Street  
Bangor, ME 04401  
[hcwells@maine.edu](mailto:hcwells@maine.edu)

The deadline for inquiries is February 11, 2014

The University will respond to written inquiries not later than close of business, February 14, 2014.

- 1.8 **Award of Proposal:** Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the Contract to that bidder. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of proposals. The University reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the University. The University may cancel this Request for Proposals or reject any or all proposals in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.
- 1.9 **Award Protest:** Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Chief Procurement Officer within five (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.
- 1.10 **Evaluation Criteria:** Proposals will be evaluated on a 110 point scale with points available for each section as follows:

Category		Points	Totals
<b>SUBMISSION REQUIREMENTS</b>			
3.1	<b>Depth and Breadth of Experience:</b> Topics covered include: <ul style="list-style-type: none"> <li>- Statement of Qualifications</li> <li>- Utilities and Fuels Able to Procure</li> <li>- Key Account Personnel</li> <li>- References</li> </ul>	35	
3.2	<b>Market Monitoring:</b> Topics covered include: <ul style="list-style-type: none"> <li>- Market Monitoring Overview</li> <li>- Utilities and Fuels for Monitoring</li> <li>- Data and Output Provided with Service</li> </ul>	20	
3.4	<b>Contract Terms and Conditions:</b> <ul style="list-style-type: none"> <li>- Review and Acceptance of University contract</li> </ul>	10	
Subtotal			65
<b>FINANCIAL AND ECONOMIC</b>			
4.3	<b>Maine Economic Impact</b> <ul style="list-style-type: none"> <li>- Proposal impact on the Maine economy such as # of Maine based employees</li> </ul>	10	
3.3	<b>Cost</b> <ul style="list-style-type: none"> <li>- Detailed bid of all costs, fees and rates.</li> </ul>	35	
Subtotal			45
<b>Total Possible Points</b>			<b>110</b>

- 1.11 **Confidentiality:** The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and a vendor selected (the successful bidder). At that time the University will issue bid award notice letters to all participating bidders and the successful bidder's proposal may be made available to participating bidders upon request. After the protest period has passed and the contract is fully executed, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of accepting a contract under this section, a contractor must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

- 1.12 **Costs of Preparation:** Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.
- 1.13 **Debarment:** Bidders must submit debarment information in delivered response, section 3.5 of this RFP. Submission is also agreement that the University will be notified of any change in this status.
- 1.14 **Proposal Understanding:** By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.
- 1.15 **Proposal Validity:** Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.
- 1.16 **Non-Responsive Proposals:** The University will not consider non-responsive bids or proposals, i.e., those with material deficiencies, omissions, errors or inconsistencies.
- 1.17 **Specification Protest Process and Remedies:** If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement. Specification Protests will be



responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications. Protests should be delivered to the Office of Strategic Procurement in sealed envelopes, clearly marked as follows:

**SPECIFICATION PROTEST, RFP # 19-14**

- 1.18 Proposal Submission: A SIGNED original and one virus-free electronic copy (e.g., CD, thumb drive) must be submitted to the Office of Strategic Procurement, University of Maine System, 5765 Service Building, Orono, ME 04469-5765, in a sealed envelope by February 13, 2014 to be date stamped by the Office of Strategic Procurement in order to be considered. The RFP response and the pricing template response must be submitted as separate documents / files. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Bidders may wish to check <http://www.maine.edu/alerts/> to determine if University operations have been suspended. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). In the event of suspended University operations, proposals will be due the next business day. Vendors are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of proposal. Additional time will not be granted to any single vendor, however additional time may be granted to all vendors when the University determines that circumstances require it. FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED. The envelope must be clearly identified on the outside as follows:

Name of Bidder  
Address of Bidder  
Due Date  
RFP #19-14

- 1.19 Authorization: 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 Director of Strategic Procurement and it is not approved, valid or effective until such written approval is granted.

**END SECTION ONE**

## SECTION TWO

### 2.0 General Terms and Conditions:

- 2.1 **Contract Administration:** The University of Maine System, Strategic Procurement, Chief Procurement Officer or his designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract.
- 2.2 **Contract Documents:** If a separate contract is not written, the Contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.3 **Contract Modification and Amendment:** The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.4 **Contract Term:** The Contract term shall be for a period of five (5) years commencing upon July 1, 2014. With mutual written agreement of the parties this Contract may be extended for three (3) additional one-year periods.
- 2.5 **Contract Data:** The Contractor is required to provide the University with detailed data concerning the Contract at the completion of each contract year or at the request of the University at other times. The University reserves the right to audit the Contractor's records to verify the data. This data may include, but is not limited to, dollar volume, items sold, services rendered, and commissions paid to the University.
- 2.6 **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.
- 2.7 **Non-Waiver of Defaults:** Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights.
- 2.8 **Cancellation/Termination:** If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if a mutually agreeable plan of action to correct the deficiency is not in place within 48 hours, the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Except for such cancellation for cause by the University, the University may terminate this Contract by giving at least 90 days advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.
- 2.9 **Employees:** The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. The contractor will provide names, contact information and profile of primary account support employees. The Contractor will notify the University if there are any changes in the account support team. If the Contract Administrator notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Administrator.
- 2.10 **Clarification of Responsibilities:** If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from the Contract Administrator.
- 2.11 **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 Contractor 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.
- 2.12 **Assignment:** Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.
- 2.13 **Equal Opportunity:** In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of individuals with disabilities.
- 2.14 **Independent Contractor:** Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.

- 2.15 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 advanced notice. Further information regarding this policy is available from the Director of Equity and Diversity (207) 973-3372.
- 2.16 Indemnification: The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including 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 the operations of the Contractor or any subcontractor under this agreement.
- 2.17 Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
2. Vehicle Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
3. Workers Compensation (In Compliance with Applicable State Law)	Required for all personnel

The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:

University of Maine System  
16 Central Street  
Bangor, Maine 04401

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

As additional insured and certificate holder, the University should be included as follows:

University of Maine System  
16 Central Street  
Bangor, Maine 04401

- 2.18 Smoking Policy: The University must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, § 1541 et seq "Smoking Prohibited in Public Places." In compliance with this law, the University has prohibited smoking in all University System buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University System buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings.
- 2.19 Gramm Leach Bliley (GLB) Act (Confidentiality of Information): The Contractor shall comply with all aspects of the GLB Act regarding safeguarding confidential information.
- 2.20 Payments: Payments for products and services may include billing by invoice with payment by Corporate Payment or Travel card, electronic payments, and/or check. The billing and payment method will be determined during the contracting process. Bidder agrees to accept payment via any or all of these methods. If an invoice is used, there must be a purchase order in place, and the invoices must include a purchase order number. Payments made from an invoice will be made to the address shown on the purchase order by the Contractor on a Net 30 basis with 2% discount if the invoice is paid within 10 business days.

## END SECTION TWO

## SECTION THREE

3.0 Submission requirements: Each subparagraph describes a question, requirement or feature. Bidders shall respond to these within the document.

<b>3.1 Depth and Breadth of Experience</b>		
<b>Item No.</b>	<b>Question, Requirement, or Feature</b>	<b>RESPONSE</b>
1.	<p>Provide a statement of qualifications to specifically include public higher education energy consultancy and procurement, to include:</p> <ul style="list-style-type: none"> <li>- A list of analogous consulting projects conducted over the last three (3) years for public colleges and universities of similar size and resources to the University.</li> <li>- Specific energy procurement knowledge of service areas within the State of Maine (i.e. Regional Transmission Organizations, RTO, and T&amp;D utilities)</li> </ul>	<p>Competitive Energy Services (CES) is an established energy consulting services firm based in Portland, Maine that provides advice to the institutional, government, commercial, industrial, and non-profit sectors. CES specializes in the procurement of electricity, natural gas, propane, residual oil, heating oil, wood fuels, biofuels and green power supply, as well as a myriad of strategic energy management and sustainability and green consulting services. CES was founded in 2000 by career energy professionals and serves clients across the United States and eastern Canada, with total annual energy and utility expenditures in excess of \$2.0 billion.</p> <p>CES has been on the forefront of energy procurement in the State of Maine since the advent of deregulation. CES has procured energy commodities for clients small and large throughout Maine for 14 years, and has been instrumental in bringing natural gas and electricity suppliers into the state. In addition to procurement services, CES offers a broad variety of strategic energy management services such as:</p> <p><b>Strategic Energy Management Services</b></p> <ul style="list-style-type: none"> <li>• Comprehensive Energy Budgeting and Forecasting</li> <li>• Integrated Energy Strategy Development</li> <li>• Energy Usage Evaluation</li> <li>• Co-generation and Fuel Conversion Evaluation</li> <li>• Combined Heat and Power Evaluation</li> <li>• Market Timing Evaluation and Energy Market Monitoring</li> <li>• Multi-fuel, Multi-bidder Strategic Energy Procurement - Electricity, Natural Gas, Liquid Fuels, Biomass, Renewable Energy in both the Retail and Wholesale Markets</li> <li>• Supplier Solicitation and Evaluation</li> <li>• Supply Contract Analysis and Term Negotiation</li> <li>• Assistance with Supplier Contract Execution and Bill Audits</li> <li>• Tariff Analysis and Utility Negotiations and Representation</li> <li>• Demand Response Consulting</li> <li>• Demand-side Management</li> <li>• Fuel Arbitrage Analysis</li> <li>• Risk Analysis and Management</li> <li>• Direct Access Grid Management</li> <li>• Transmission Infrastructure Consulting</li> <li>• Utility Tracker and bill pay</li> <li>• Other Services as Desired</li> </ul> <p><b>Sustainability Consulting</b></p> <ul style="list-style-type: none"> <li>• Greenhouse Gases Benchmarking</li> <li>• On-site Energy Projects</li> <li>• Comprehensive Greenhouse Gas Reduction Strategy</li> <li>• Renewable Energy Procurement</li> <li>• Carbon Off-set Procurement</li> <li>• Wind Generation Consulting</li> <li>• Solar PV and Solar Thermal Consulting</li> <li>• Biomass &amp; Hydroelectric Consulting</li> </ul> <p><b>Natural Gas Services</b></p> <ul style="list-style-type: none"> <li>• Retail Procurement</li> <li>• Wholesale Procurement</li> <li>• Pipeline and LDC gas nomination, scheduling and balancing</li> <li>• Financial Product Procurement</li> </ul>

### 3.1 Depth and Breadth of Experience

Item No.	Question, Requirement, or Feature	RESPONSE
		<ul style="list-style-type: none"> <li>• Pipeline Economic Analysis, Tariff and Term Negotiations, Project Management</li> <li>• Liquid and Compressed Natural Gas (LNG, CNG) Evaluations and project management</li> <li>• Comparative Cost Analysis</li> <li>• Project Analysis and Management</li> </ul> <p>CES takes pride in our innovation and ability to provide our customers with customized services. CES's goal is to provide services that ensure our clients procure the best prices and the best contract terms available in the market, while meeting the customer's risk tolerance. CES is able to offer strategic energy planning that applies current and forecasted market conditions while taking into consideration each client's unique needs. CES is experienced in alternative energy and green options as well as in negotiating with power and natural gas transmission and distribution utilities.</p> <p>CES offers the University of Maine System (the System) a value that no other energy management consulting firm can offer – a very large public and private college and university portfolio in the Northeast. CES's educational clients include: the University of Massachusetts System (Amherst, Lowell, Boston, Dartmouth and Worcester), Dartmouth College, Bowdoin College, Husson University, Maine Maritime Academy, Amherst College, Williams College, Wheaton College, Brandeis University, Springfield Technical Community College, and Northern Essex Community College. <b>Our portfolio of higher education clients also includes the University of Maine (a client since 2003), the University of Southern Maine (since 2009) and the University of Maine at Farmington (since 2012). CES has been on retainer with these three institutions performing all of the tasks identified in the Scope of Services and sharing best practices among the campuses.</b> CES has a proven track record of effectively managing projects, deadlines and timelines. In addition, CES has been retained by the System Office to perform analyses of alternative fuels and electricity procurement for the campuses in Farmington, Augusta/Bangor, Fort Kent, Presque Isle and Machias. Additional projects include:</p> <p><u>UMass System Full Service Consulting</u></p> <p>The University of Massachusetts system selected CES after a RFP process, and work began in early 2012. This selection occurred after having multi-year procurement relationships with UMass-Lowell, UMass-Boston and UMass-Dartmouth. In order to streamline the procurement process, CES worked with the UMass System counsel to develop a standard form agreement which met the System's needs as a state entity. CES worked to get approval of the standard form agreement from electricity and natural gas suppliers. Once this process was complete, UMass was able to go to bid, secure pricing from 10+ suppliers, and was prepared to act quickly to lock in favorable market prices without having to separately review and negotiate each supplier's contract.</p> <p><u>UMass Amherst LNG</u></p> <p>CES provided UMass-Amherst with an extensive economic analysis and acted as project manager to implement a Liquefied Natural Gas (LNG) temporary facility at the Amherst power plant. CES initiated and oversaw the addition of the temporary LNG facility for UMass Amherst in order to supplement utility pipeline natural gas, since the utility pipe does not have sufficient capacity to serve all of the campus's heating demand in the winter. The facility was a tremendous success the first year, saving the University of upwards of \$3 million while helping to improve plant operations by allowing full utilization of the heat recovery steam generator. The LNG facility is currently in its second year of operation, and UMA is examining the option of extending its permitting for additional years. CES also reviewed the feasibility of a biomass boiler to fulfill growing fuel demand, developed a plan to optimize the University's purchased electricity blocks, administered an RFP for solar net excess generation credits, and created a procurement strategy for open natural gas positions. On an ongoing basis, CES provides daily price monitoring from publically traded points, as well as from UMA's two suppliers. This allows us to coordinate the least expensive fuel per day, arbitraging with ULSD during high natural gas price days. CES also provides invoice audits, an annual energy budget, and assistance with scheduling of LNG trucks.</p> <p><u>University of Massachusetts Medical School</u></p> <p>The University of Massachusetts Medical School (UMMS) operates a 17.5 MW co-generation power</p>

### 3.1 Depth and Breadth of Experience

Item No.	Question, Requirement, or Feature	RESPONSE
		<p>plant that distributes electricity, steam, and chilled water to the Medical School and UMass Memorial University Campus. Rates for distributed commodities are set by UMMS each year to allocate and collect revenue from UMMS tenants to match the expenses required to operate and finance the co-generation plant. CES played an important role in the development of a new method of setting utility rates. CES worked with UMMS to define rates that send fair price signals and promote desirable behaviors while not disproportionately subsidizing specific commodities.</p> <p><u>University of Massachusetts System: NYMEX Natural Gas Strategies</u></p> <p>CES manages over 3,500,000 MMBTU of annual natural gas usage for the University of Massachusetts System. Once basis contracts are locked, CES works with the five individual schools to manage the NYMEX commodity portion of natural gas costs. Hedging strategies are developed to manage to the lowest cost within the risk tolerance of the individual schools and system. For the 2014 fiscal year CES has helped the University of Massachusetts System save over \$200,000 against Power Options, the UMass System's former provider, and over \$550,000 versus current market costs.</p> <p><u>University of Massachusetts Lowell Utility Tracker</u></p> <p>Since 2011, CES has been maintaining a web-based utility bill database called CES Utility Tracker which manages utility cost and consumption as well as utility bill payment. In addition to entering and auditing the bills, CES creates pay reports for each utility which specify how much to pay, per account, per month. Since working with CES, the University has greatly improved transparency in facilities and accounting operations, as well as lowered the occurrence of late fees. Please see full case study attached in Section 4.2</p> <p><u>University of Maine CES Self-Help</u></p> <p>ISO-NE administers a formal Demand Response Revenue program that provides payments to end-users of electricity for load reductions during periods of peak electric demand. An alternative to ISO-NE's formal demand response program is CES Self Help, a unique service provided by CES, to CES customers only. CES Self Help has allowed customers to avoid millions of dollars in forward capacity market costs. ISO-NE charges end-users a monthly fee (called the Forward Capacity Market charge or FCM) based on their electricity consumption during the system-wide hour of peak electrical demand each year. CES notifies customers when this peak is likely to occur so that they can choose to reduce their consumption during this time and thus reduce this monthly fee. These charges, if unmitigated, can be a significant part of the total energy cost. The University of Maine, Orono has avoided over \$400,000 in FCM costs by participating in CES Self-Help program. Importantly, the CES Self-Help program is voluntary and has no associated contracts or commitments on the University. The University keeps 100% of any savings associated with reductions in load.</p> <p><u>University of Maine Bangor Gas Negotiated Tariff</u></p> <p>CES negotiated a special rate agreement with Bangor Gas for natural gas delivery to the University of Maine at Orono's steam plant. CES was part of the team that negotiated significantly below-tariff natural gas throughput and demand-based contracts. The two most recent contracts negotiated for steam plant gas delivery were the following two terms: 4/1/2009 – 6/30/2011 and 7/1/2012 – 6/30/2016. The total estimated savings, compared to otherwise applicable tariff rates, over the entire term of the two contracts is \$5.9 million. It should also be noted that CES has assisted several other public and private colleges and universities in negotiating special tariff rates for both natural gas and electricity. Most recently significant savings have been realized by both Williams College and Brandeis University, on discounted or special rate agreements, against the posted tariff rates.</p> <p><u>USM Natural Gas conversion and Sustainability Consulting:</u></p> <p>The University of Southern Maine has been a full service customer since 2009. Over the past 5 years, CES has helped the university secure grant money for the conversion of the Portland central heating plant to natural gas, procure electricity, natural gas, #6 oil, #2 oil, demand response, and renewable energy credits. Furthermore, each year CES assists in the greenhouse gas inventory by helping gather the necessary data and entering the data in our Carbon Tracker model. During the 2013-2014 winter,</p>

3.1 Depth and Breadth of Experience		
Item No.	Question, Requirement, or Feature	RESPONSE
		<p>USM had the opportunity to sell its daily quantity of purchased gas back to the supplier for a price which varied daily with the spot gas market. USM would then burn #6 oil or ULSD instead. CES coordinated with USM staff and the natural gas supplier each morning to ascertain whether that day's price was worth selling back the gas, and followed up to make sure each liquidation was reflected correctly on the bill. Natural gas arbitrage for January 2014 is expected to yield a savings of \$48,000 versus burning only natural gas. Similarly, this fuel arbitrage and economic analysis was conducted for the Orono campus, and the University saved in excess of over \$300,000. Please see attached case studies in section 4.2.</p> <p><u>UMF Alternative Fuel Feasibility Study</u></p> <p>CES was retained by the UMaine System office to evaluate alternative energy proposals for several UMaine campuses. UMaine Farmington received several proposals for updating campus heating infrastructure. The original proposals offered several alternatives to the existing oil fired boilers in the majority of buildings on the UMaine Farmington campus. Initial proposals included liquefied natural gas (LNG), compressed natural gas (CNG), propane, wood chips, and pipeline natural gas. Each proposal was evaluated using projected energy costs, estimated capital costs, and actual campus consumption of oil. CES discussed and provided detailed analysis on the economic advantages and disadvantages, including the annual cash flows over 15 years for each proposal. An in-depth discussion of fuel cost projections, a primary driver of fuel savings, was also included in the study. UMF subsequently settled on either a distributed natural gas solution or central biomass plant. CES provided an additional analysis showing multiple scenarios for both distributed natural gas and a central biomass plant. CES continues to support UMF with contract negotiations with Trane and Summit, as well as evaluating financial models provided by Trane for additional campus infrastructure work.</p> <p><u>Colby College</u></p> <p>CES was hired by Colby College to provide an independent verification of their internal carbon emissions inventory. CES was subsequently retained to create and implement a strategy to procure Carbon Offsets in the competitive marketplace. In addition to offset cost, CES helped Colby optimize the project type and geographic location. After purchasing these offsets, Colby become the first NESCAC or Ivy League type school to achieve net zero carbon emissions.</p> <p><u>Jackson Lab: Propane Conversion</u></p> <p>CES evaluated the economic opportunity of converting one or more of its boilers to propane as a substitute for #2 heating oil in 2011 and 2012. Jackson Lab converted to propane for the 2013 heating season. The conversion provides Jackson Lab tri- fuel capabilities and has reduced 2014 budgeted fuel costs by over \$850,000.</p> <p><u>STCC Full Service Consulting:</u></p> <p>Springfield Technical Community College has been a full service customer since 2007. In addition to the standard procurement and budgeting services, STCC retained CES to help it fulfill the requirements to join the American College &amp; University Presidents' Climate Commitment (ACUPCC). CES has assembled greenhouse gas inventories looking back several years using our Carbon Tracker model and is ready to proceed to the next step of developing a Carbon Action Plan. CES also administered the RFP process for STCC to sign a solar net excess generation agreement which will yield \$45,000 savings during the first full year of operation and over \$1.5 million in savings over the full term of the contract.</p> <p><u>Northern Essex Community College—Full Service Energy Consulting</u></p> <p>Northern Essex Community College is a full service client of CES. Scope of services includes budgeting, bill auditing, budget variance reporting, and assisting the college in energy projections for campus expansion. Additionally, CES proposed and facilitated an RFP for solar net excess generation credits which allows the college to reduce electric costs while helping encourage development of solar and the reduction in greenhouse gases. CES continues to work on behalf of NECC to reach a solar net excess generation credit agreement that could save NECC upwards of \$250,000 annually. CES has been</p>

3.1 Depth and Breadth of Experience		
Item No.	Question, Requirement, or Feature	RESPONSE
		<p>successful at negotiating net excess generation agreements for many other schools in Massachusetts.</p> <p>Case Studies supporting and expanding on CES' experience as an energy consultant are attached to this proposal in Section 4.2.</p>



2.	<p>Provide at least three (3) references from clients of comparable scope and scale with the University (i.e. large universities with multiple campuses) for work performed within the last three (3) years in contracts of similar size and scope.</p>	<p><b>University of Maine</b></p> <ul style="list-style-type: none"> <li>• Janet Waldron, Senior Vice President of Administration and Finance, 207.581.1541, <a href="mailto:janet.waldron@umit.maine.edu">janet.waldron@umit.maine.edu</a></li> <li>• Stewart Harvey, Executive Director of Facilities and Capital Management Services, 207.581.2668, <a href="mailto:stewart.harvey@umit.maine.edu">stewart.harvey@umit.maine.edu</a></li> </ul> <p><b>University of Southern Maine:</b></p> <ul style="list-style-type: none"> <li>• Robert Bertram, Executive Director of Facilities Management, 207-780-4160, <a href="mailto:rbertram@usm.maine.edu">rbertram@usm.maine.edu</a></li> <li>• Paul Kuplinski, Director of Finance &amp; Administration, Facilities, (207) 780-4162, <a href="mailto:pkuplinski@usm.maine.edu">pkuplinski@usm.maine.edu</a></li> </ul> <p><b>University of Maine at Farmington</b></p> <ul style="list-style-type: none"> <li>• Laurie Gardner, Executive Director for Finance and Administration, (207) 778-7272, <a href="mailto:lgardner@maine.edu">lgardner@maine.edu</a></li> </ul> <p><b>University of Massachusetts, Lowell</b></p> <ul style="list-style-type: none"> <li>• Joanne Yestramski, Vice Chancellor, Administration and Finance, (978)934-2206, <a href="mailto:joanne_yestramski@uml.edu">joanne_yestramski@uml.edu</a></li> <li>• Paul Piraino, Energy &amp; Sustainability Manager, 978-934-4823, <a href="mailto:paul_piraino@uml.edu">paul_piraino@uml.edu</a></li> </ul> <p><b>University of Massachusetts System</b></p> <ul style="list-style-type: none"> <li>• John Healey, Senior Director of Enterprise Procurement, (774)455-7527, <a href="mailto:jhealey@umassp.edu">jhealey@umassp.edu</a></li> </ul> <p><b>University of Massachusetts, Dartmouth</b></p> <ul style="list-style-type: none"> <li>• Michael Lagrassa, Assistant Vice Chancellor of Administrative Services, (508) 999-9180, <a href="mailto:mlagrassa@umassd.edu">mlagrassa@umassd.edu</a></li> </ul> <p><b>University of Massachusetts Medical School</b></p> <ul style="list-style-type: none"> <li>• John Baker, Associate Vice Chancellor of Facilities, 508-856-5538, <a href="mailto:john.baker@umassmed.edu">john.baker@umassmed.edu</a></li> </ul> <p><b>Springfield Technical Community College</b></p> <ul style="list-style-type: none"> <li>• Roger Bessette, Director of Purchasing and Business Services, (413) 755-4390, <a href="mailto:rbessette@stcc.edu">rbessette@stcc.edu</a></li> </ul> <p><b>Northern Essex Community College</b></p> <ul style="list-style-type: none"> <li>• David Gingerella, Vice President for Administration &amp; Finance, CFO, (978) 556-3924, <a href="mailto:dgingerella@necc.mass.edu">dgingerella@necc.mass.edu</a></li> <li>• Richard Goulete, Director of Facilities &amp; Grounds, (978) 556-3981, <a href="mailto:rgoulet@necc.mass.edu">rgoulet@necc.mass.edu</a></li> </ul> <p><b>Bowdoin College</b></p> <ul style="list-style-type: none"> <li>• S. Catherine Longley, Senior VP for Finance and Administration and Treasurer, (207)725-3242, <a href="mailto:clongley@bowdoin.edu">clongley@bowdoin.edu</a></li> </ul> <p><b>New Balance Athletic Shoe Co.</b></p> <ul style="list-style-type: none"> <li>• John Campbell, Director of Corporate Services, (617) 746-2465, <a href="mailto:john.campbell@newbalance.com">john.campbell@newbalance.com</a></li> </ul> <p><b>The Jackson Laboratory</b></p> <p>John Fitzpatrick, Senior Director, Facilities Services, (207) 288-6142, <a href="mailto:john.fitzpatrick@jax.org">john.fitzpatrick@jax.org</a></p>
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<p>3.</p>	<p>Provide a list of key personnel who will be assigned to this account. This will include the following:</p> <ul style="list-style-type: none"> <li>- Identification of Contract contacts and Project leader that will be assigned to the University</li> <li>- Resume/CV of each of the major team members</li> <li>- Outline of the responsibilities of each of the identified team members, including their specific area of expertise.</li> </ul> <p>NOTE: If a firm is picked to make an onsite presentation as part of this RFP, the above referenced team members must be part of the presentation group</p>	<p>The entire CES Team will be available to assist the University of Maine System as required. The following energy professionals, many of whom are graduates of one of the UMaine campuses, will be primarily responsible for the day to day interaction with the System and the individual Universities. Full Resumes for the above individuals are attached in Section 4.2 of this proposal.</p> <p><b>Peter Bartlett, Vice President, Account Management &amp; Business Development</b>  Peter Bartlett is Vice President, Account Management and Business Development at CES and will be the <b>Account Manager</b> for this project. Mr. Bartlett has over 25 years of experience in the energy business. He currently assists commercial, educational and industrial clients throughout New England with their energy needs, and has been the account manager of USM since 2009, UMF since 2012 and University of Maine since 2011. He specializes in providing energy market expertise and procurement strategies to large commercial, industrial and educational clients, allowing them to successfully manage, reduce and control energy costs. Mr. Bartlett has an undergraduate degree from the Maine Maritime Academy in Marine Engineering.</p> <p><b>Jon F. Sorenson, President and Chief Operating Officer</b>  Jon Sorenson is President and Chief Operating Officer for CES. Mr. Sorenson joined CES as a partner in 2003, and since then the company has quadrupled in size. He has experience as a retail energy marketer in natural gas and electricity wholesale and trading, structured products, oil and bio-fuel procurement and hedging, conversion analysis, strategy development, and regulatory work in both power and gas throughout the deregulated States and Canada. He has been working with the University of Maine since 2003 managing all aspects of University's energy portfolio. He will continue to provide strategic energy management services and market monitoring expertise for the System. Mr. Sorenson is a graduate of the University of Maine with a degree in economics and finance and serves on the Board of Directors of the Alumni Association (UMAA), on the Board of Advisors for the College of Engineering and has served as Chairman of the Board for the School of Business, Public Policy, Management and Health. Mr. Sorenson is prominent in North American energy issues and initiatives serving on the Board of Directors of New England Canadian Business Council (NECBC) and co-Chairs its annual energy conference and was recently featured by CBC Television in Atlantic Canada speaking on the volatility and issues surrounding the Northeast natural gas market.</p> <p><b>Andrew Price, Senior Vice President</b>  Andrew Price is the Senior Vice President and one of the Principals at CES. Mr. Price was previously Senior Energy Analyst with CES and continues to oversee the Analytical Department. He is the lead contact for all renewable energy, demand response related services and market monitoring. Mr. Price has worked with the System office on many consulting projects, most recently an Alternative Fuel Analysis and an Evaluation of Electricity Options for the smaller campuses. Mr. Price has an undergraduate degree from Bowdoin College in Physics and Environmental Studies and also from Stanford University in Civil &amp; Environmental Engineering.</p> <p><b>Michelle Tham, Senior Energy Analyst</b>  Michelle Tham is a Senior Energy Analyst with CES Ms. Tham brings a decade of experience in the energy and environmental sector, with a strong background in utility tariffs, compiling energy budget projections and renewable energy matters. Ms. Tham also reviews energy audit proposals, post-audit reports, and performance contract services. She currently works closely with the University of Southern Maine. She has an undergraduate degree Rice University in Environmental Engineering and a Law Degree from Washington University in St. Louis.</p> <p><b>Devin McNeill, Senior Energy Analyst</b>  Devin McNeill is a Senior Analyst at Competitive Energy Services (CES). As Senior Analyst, Devin supports the Business Development Team in completing and communicating consulting tasks and projects. Devin is also responsible for managing the workflow of the Energy Analysts and Interns. The Analytical Team at CES helps develop and implement energy strategies that are consistent with client objectives and risk tolerance. Mr. McNeill currently assists the University of Maine with their energy budgets and custom analyses. Mr. McNeill graduated from the University of Maine with degrees in Accounting and Finance.</p>
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**Chris Brook, Liquid Fuels Director**

Chris Brook is the Fuel Director with CES. Mr. Brook has over thirteen years of experience in liquid fuel business. At CES, Mr. Brook is responsible for natural gas scheduling, nomination, and balancing. Mr. Brook also provides administrative oversight for liquid fuels pricing and procurement. Mr. Brook has an undergraduate degree from Ohio University in Business and also an MBA from the University of Maine.

**Abriel Ferreira, Pricing and Products Manager**

Abriel Ferreira is the Pricing and Products Manager at CES. Ms. Ferreira oversees all issues as they relate to pricing, process, workflow, and communication, both internally and externally. Her primary responsibility is working with Pricing Team to ensure that all pricing (electricity, natural gas and other) is timely, responsive, of quality and meets the high standards represented by CES. She will manage data flow processes within the company, primarily between the Pricing and Business Development Teams. Ms. Ferreira has an undergraduate degree from Bowdoin College in Government and Music.

**Helen Booth, Senior Pricing Associate**

Helen Booth is the Senior Customer Account Manager at CES. She has been with CES since its inception in January 2000. Her primary responsibilities include the management of customer relations functions and activities and all pricing requests for RFPs on behalf of CES customers. Ms. Booth will be the point of contact for all individual and one-off pricing requests for specific University locations, as these may develop. Ms. Booth has an undergraduate degree in Business Administration from the University of Southern Maine.

**Greg Smith, Energy Analyst**

Greg Smith joined Competitive Energy Services (CES) in 2012 as an Energy Analyst. The Analytical Team at CES helps develop and implement energy strategies that are consistent with client objectives and risk tolerance. His primary responsibilities include supporting the Business Development team with analyses for full-service clients, primarily colleges and universities. Mr. Smith's work includes budgeting, fuel switching models, feasibility studies, bill auditing, and procurement strategy development. He recently provided financial analysis for the Alternative Fuel proposals for the Smaller UMS Campuses. Mr. Smith has an undergraduate degree in Business Administration Finance from the University of Maine.

### 3.1 Depth and Breadth of Experience

4. Provide information on procurement experience and knowledge for the following areas:

Fuel	Number of Staff with direct experience	Number of Contracts negotiated in previous three (3) years	Number of Contracts negotiated in NE in previous three (3) years	Comments Detailing Commodity knowledge
#6 Fuel Oil	12	39	39	<p>CES currently procures approximately 5,000,000 gallons of #6 oil for large institutions and industrials throughout New England. Clients include the University of Maine, the University of Southern Maine, Dartmouth College, Maine Maritime's ship, Penobscot Bay Medical Center, and select large industrials. Our longest-standing #6 customer is the University of Maine, whom we have procured for since 2003.</p> <p>The price of #6 fuel oil, similar to refined products or distillates, tends to track the price of crude oil, which CES monitors closely. Since it is less refined than other distillates such as #2 fuel oil, it is typically less expensive on a per MMBtu basis.</p> <p>On the other hand, EPA standards have become more restrictive, resulting in many consumers transitioning to more environmentally-friendly fuel alternatives. The use of #6 oil has continued to diminish throughout the State and region, resulting in fewer sources and tighter supplies of the product.</p> <p>When working with clients with dual-fuel capabilities such as USM and UMaine, CES keeps sustainability issues such as emissions, prevailing operational issues, and price in mind. We work closely with suppliers to ensure that fuel content specifications meet emission requirements. At the same time, we must continually evaluate the operational issues such as pre-heating boilers and other concerns specific to each and every boiler plant.</p> <p>We have advised the University to sell their previously-hedged natural gas position or modify nominations during periods of higher natural gas spot prices, and burn lower cost #6 oil to satisfy steam and heating requirements. In addition to saving the University of Maine more than \$300,000, this fuel arbitrage helped maintain the regional integrity of the natural gas distribution system during a period of significant stress.</p>
#2 Fuel Oil	12	139	119	<p>CES currently procures in excess of 6,000,000 gallons of #2 oil across New England. Clients are in a wide variety of economic sectors including public and private higher education, healthcare, manufacturing, municipalities and secondary schools. Higher education clients include: University of Maine, University of Southern Maine, University of Maine Farmington, Maine Maritime Academy, Dartmouth College, Amherst College, Bowdoin College, and the University of Massachusetts Amherst. Over the past 2 years, CES's portfolio of fuel oil procurement has grown significantly with the addition of a Vermont/New Hampshire Oil Consortium of school districts and towns.</p> <p>The #2 fuel oil market is extremely volatile. Pricing tends to trend with crude oil, but this is not always the case. Factors such as refining capacity, weather and seasonality impact price. Due to CES's available market technology, we have</p>

				<p>improved price transparency and applicable indices to monitor and secure price.</p> <p>Most of CES's #2 fuel customers prefer budget certainty. Therefore market monitoring and timing of hedges is essential to ensure that clients obtain the lowest possible price. Having terminals and price information from many supplies has contributed to securing the lowest price.</p> <p>We recommended a variety of products to customers in the #2 market in order to manage risk and reduce costs. This includes aggregating accounts if discounts can be realized, defining cost differentials for tanker vs peddle truck deliveries, locking variable price adders against a transparent market index, and setting hedging strategies that involve partial (typically 25% or 50%) locks.</p>
Kerosene	6	2	2	<p>Kerosene is not a common fuel consumed by our clients. It is primarily purchased by clients who are required to blend with #2 fuel to reduce "congealing" in storage tanks during cold temperatures.</p> <p>New Balance Athletic Shoes is a CES client that requires this service. CES combines our competitive #2 fuel bidding process with price requests for kerosene. Suppliers are evaluated on their pricing of both products as well as their ability to ensure the "blending" the products meets our clients' requirements.</p>
Diesel Fuel	6	22	17	<p>CES procures both on-road and off-road ULSD for several municipalities, schools and governmental entities (volume included in #2 heating oil).</p> <p>CES clients include City of Manchester NH, City of Portland Maine, the City of Barre VT, UMass Dartmouth, UMass Amherst, and various towns and schools throughout New England. This purchase is essential for emergency services such as snow removal and fire trucks. CES has negotiated contracts that take into account these time-sensitive situations for several clients. CES personnel have also been on-call on nights and weekends to assist customers in contacting suppliers in order to take emergency deliveries.</p> <p>Since #2 is no longer traded on the NYMEX as of May of last year, ULSD has become the most important distillate to market monitor. Though monitoring crude provides insight into greater global trends, it is the ULSD market which provides the most insight into how US refineries are producing.</p>
Bulk Gasoline	5	10	9	<p>CES has procured Gasoline for York Hospital, Bowdoin College and several municipalities in New England. These purchases are often made in the context of a greater liquid fuels strategy involving #2, ULSD and gasoline.</p>
Natural Gas	25	581	519	<p>CES manages the competitive and transparent procurement process for approximately 60 to 70 BCF of natural gas for our clients, North American wide. Pricing structures differ based upon each client's objectives and risk tolerance.</p> <p>Structures range from "Spot and Adder" for those consumers who are willing to take more risk to Fixed Priced with varying swing percentages for those who are looking for more price</p>

				<p>stability.</p> <p>CES has been successful in bringing additional suppliers into the market to increase competition for our clients.</p> <p>CES expects that the natural gas markets in New England will remain extremely volatile for the next 3-4 years. This is due to increased demand, reduced natural gas supply from Atlantic Canada and lack of pipeline infrastructure from the Marcellus Shale region. Initiatives are underway for additional capacity, however understanding each of these initiatives along with market monitoring will be critical in securing the lowest possible pricing for the next several years.</p>
Propane	12	95	72	<p>CES currently procures two million gallons of propane per year for a variety of clients including; The Jackson Laboratory, Kendal at Hanover, Bowdoin College and Tex Tech Industries.</p> <p>The propane market operates in a space all its own, occasionally trending with #2 fuel oil pricing, but in recent years trending with natural gas pricing. This is due to the amount of liquids that have become available with the wet wells in the Shale extractions. Propane has become a popular alternative to #2 fuel oil as domestic production continues to grow. This is especially true for consumers who own their own large storage capacity and are able to easily switch propane suppliers.</p> <p>Propane is heavily dependent on the US rail system and pipelines for distribution. CES closely monitors propane storage reports, transportation issues and a variety of price points across the US on behalf of our clients.</p> <p>In 2013, we recommended that several of our New Hampshire and Vermont consortium customers hold off on locking fuel oil, but hedge their propane for the 2013-14 season as early as April and May. Due to our market monitoring, we anticipated the propane supply constraints that would come to affect New England. This proved to be a great strategy that paid off significantly for many clients in the more current rising market.</p> <p>In addition to procuring propane, CES has done several fuel conversion studies that evaluate transitioning to propane as an alternative to heating oil. Propane may be used at UMF until NG becomes available to the campus in 2015.</p>
Electricity	28	1476*	1374*	<p>CES currently manages 1700 MW of electricity for our clients, translating to billions of Kwh on behalf of our clients, nationwide. In addition, CES has procured thousands of electricity contracts since deregulation was implemented throughout New England, the U.S. and Canada. It should be noted that not all contracts are equal. Contracts for large institutions such as UMass Lowell contain 320 accounts, requiring significant administrative preparation and coordination with the client and suppliers as opposed to a client with 1 or 2 accounts. For clients with multiple accounts, CES must evaluate the benefit of aggregating accounts versus bidding accounts separately to determine which scenario best benefits the client. See UMass Lowell Procurement Study in section 4.2</p>

				CES will evaluate the consolidation of all UMS campuses, various groupings or as individual campuses to determine which scenario best meets the objectives of the UMS.
Biomass	10	4	4	<p>CES has procured approximately 100,000 tons of wood pellets for The Jackson Laboratory and Dartmouth College. CES lead the Jackson Laboratory through contract negotiations for the largest wood pellet co-generation plant on the US east coast. The lab consumes 10,000 tons per year across two wood pellet manufacturing facilities.</p> <p>CES was recently retained by the University of Maine System to evaluate a biomass central heating plant at the University of Maine Farmington Campus. Wood chips were compared against alternatives including propane, LNG, CNG and oil. Additionally, CES has evaluated biomass for a number of institutional clients including: The State of Maine, Dartmouth College and Penobscot Bay Medical Center. CES procures annual wood pellet requirements for a small complex at Dartmouth College.</p> <p>CES has recently conducted an independent 3<sup>rd</sup> party review of a biomass study completed for the University of Massachusetts Amherst.</p> <p>CES currently provides electricity and natural gas (pipeline, LNG, CNG) consulting services for many of the largest players in the woods products industry in ME and NH including: Old Town Fuel and Fiber, Gorham Paper and Tissue, Madison Paper, Huhtamaki/Chinet, Maine Woods Pellet Company, Geneva Wood Fuels, Hancock Lumber, Pleasant River Lumber and Kennebec Lumber, among others. While our work for these clients does not generally involve biomass procurement, it provides CES with more than a decade of experience working with clients who either burn or produce biomass fuel.</p>
Renewables	11	>50	20	<p>CES has unparalleled knowledge of the U.S. renewables market. CES principals have developed and are involved in the ongoing ownership and operation of several renewable energy generation facilities, including an operational wind farm, hydropower facility, and solar PV project.</p> <p>CES also actively assists clients in their evaluation of renewable energy options and with procurement of voluntary and mandatory REC requirements through a competitive bid process. CES has brokered in excess of \$10 million worth of RECs from sources including wind, biomass, solar and hydro in both voluntary and compliance markets on behalf of our clients. See attached USM Sustainability and Bowdoin College Sustainability Case Studies in section 4.2</p>
Land fill Gas	4	3*	3	CES has been the chief negotiator for the University of Maine Landfill Gas Initiative. This project was put forth to create an environmentally-friendly use of landfill gas (LFG), where the University would burn the gas from the landfill instead of the landfill operator flaring the product. In addition, the agreement calls for a discount against the natural gas futures market which could yield significant savings for the University.

				For Colby College, CES purchased carbon offsets from landfill gas projects. This process was also completed for software company Adobe Systems Incorporated, on a project in California.
Other	6	4	2	"Green Gas" Agricultural derived methane gas for a client in the high tech sector in California. CES procures #4 Oil for several hospitals.



### 3.2 Market Monitoring

Item No.	Question, Requirement, or Feature	RESPONSE
1.	Provide an overview of your market monitoring services available through this contract.	<p>CES monitors all applicable issues that can affect price including geo-political and economic events in conjunction with the electricity, natural gas, renewables, residual oil and fuel oil spot and futures markets. As it does with three of the System's campuses, CES will assist the System in evaluating trends in the energy market and will communicate any opportunities to achieve set goals and additional savings. CES recommendations are based on a thorough understanding and analyses of commodity prices, their relationships to each other, and potential changes in these relationships, as well as overall economic pressures.</p> <p>CES currently subscribes to a number of informational services including Bloomberg, ICE, and Platt's to ensure we can provide real-time market conditions to our clients. Even more importantly, due to the size of our client base, CES is always "in the market" on behalf of clients. Our continuous bid process, throughout the year for a variety of energy commodities and with many suppliers, results in significant knowledge, as we are on the pulse of the market.</p> <p>CES publishes and distributes a Weekly Market Summary for our clients. The analysis and charts are designed to provide weekly changes as well as year-to-date movement of a variety of energy commodities. This information is useful to CES clients when making strategic decisions regarding their energy purchasing options.</p>
2.	Provide information on Market Monitoring experience and knowledge for the areas Below. Please check each commodity your firm has the ability to monitor below	<p>Energy commodities are dynamic and complex. CES prides itself on attention to detail and out-of-the-box thinking. As CES assists clients in creating a complete energy strategy with regards to commodities, we carefully weigh the risks and rewards of various options. Our ability to monitor these commodity markets and time hedges to be advantageous to the client's budget is what sets CES apart from other consultants.</p> <p>CES understands that when it comes to creating an energy strategy for clients, and in this case the System, that one size does not fit all. CES is adept at monitoring all of the commodity markets and prepared to be as customized as possible to meet and exceed expectations in strategy development and implementation.</p> <p>A large wall mounted screen in the CES Analytical Department provides an array of information including real-time NYMEX futures contract information, spot market and various liquidity points, real-time pricing, etc. Automatic price alerts can be set to alert key CES staff to ensure that client designated strike prices and stop loss levels are identified and acted upon.</p> <p>CES has an internal meeting with all account management, pricing, analytic and marketing staff every Friday morning to discuss the latest energy market trends.</p>
	<b>Fuel</b>	<b>Ability to Monitor</b>
	#6 Fuel Oil	Yes
	#2 Fuel Oil	Yes
	Kerosene	Yes
	Diesel Fuel	Yes
	Bulk Gasoline	Yes
		<b>Additional Information</b>
		CES monitors transparent wholesale market indexes, spot delivery pricing, and fixed price options with local and regional suppliers.
		CES monitors transparent wholesale market indexes, spot delivery pricing, and fixed price options with local and regional suppliers.
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### 3.2 Market Monitoring

Item No.	Question, Requirement, or Feature		RESPONSE
			fixed price options with local and regional suppliers.
	Natural Gas	Yes	CES monitors basis, spot and future commodity pricing throughout the US and Canada. NG Bid Analysis Sample is attached in Section 4.2
	Propane	Yes	CES is a member of PGANE, the Propane Gas Association of New England. Membership ensures that CES is in constant contact with the key players in the propane markets and has access to the latest market information.
	Electricity	Yes	<p>In New England electricity markets are highly dependent on the regional natural gas markets. CES monitors all the applicable fuels in the generation mix, including natural gas markets. CES also keeps a pulse on the evolving electricity product options for clients. Pricing options include a variety of fixed priced structures, Block &amp; Index, on-peak, off-peak, heat rate and hybrid products, ISO participant, wholesale consortium as well as other hybrid strategies. CES discusses and evaluates options and contract terms that best meet our clients risk and pricing objectives.</p> <p>CES sends daily price information to all clients in the spot market for electricity. These automated email reports are communicated daily with hourly electricity prices for the upcoming day and are available in every load zone in New England. A sample Electricity Bid Analysis example is attached in Section 4.2</p>
	Biomass	Yes	Pricing for biomass lacks transparency and is typically transacted via bi-lateral contracts. CES monitors primarily via its customers who purchase and use biomass, any information that is available through our subscription services, and the insight of our clients and suppliers in the wood industry.
	Renewables	Yes	CES receives the Marex Spectrometer report each day with current compliance and voluntary prices for RECs and Carbon Offsets. CES also has access to this information via its Bloomberg terminal.
	Land Fill Gas	Yes	Pricing for landfill gas is specific to each landfill and typically transacted via bi-lateral contracts. CES can monitor, but only via its customers who purchase landfill gas.
	Other(Please specify)		
3.	Provide detailed information on the Market Monitoring data you will provide the University and the method of dissemination. Provide examples of reports, screen shots, form letters, etc. that would be used to provide market information to the University.		CES provides weekly, daily and sometimes hourly data to its clients including the University of Maine, Southern Maine and Farmington. CES will provide the System with our weekly energy newsletter that identifies key energy events, provides market analysis and delivers a useful summary of energy market conditions each Monday. Additionally, CES sends the University of Maine daily emails with Natural Gas Spot Market Settlement prices. See section 4.2 for an example of the CES weekly Market Summary

### 3.3 Cost/Pricing Information

Item No.	Question, Requirement, or Feature	RESPONSE
1.	<p>Provide information on the various fee models employed by your firm. To Include but not be limited to:</p> <ul style="list-style-type: none"> <li>- Retainer consultant fee</li> <li>- Volumetric fees added to utility/fuel contracts</li> <li>- Individual service fees for specific project areas (i.e.: fuel procurement, budget preparation, market monitoring)</li> </ul>	<p>CES Pricing Models fall into three categories:</p> <ol style="list-style-type: none"> <li>(1) Procurement-only — under this model, CES' procurement fees are usage based rates based on the client's total annual usage for every contracted energy commodity. The fee for each commodity is outlined on page 3 of the CES Client Representation Agreement (CRA) attached in section 4.2 The standard procurement fees include offline consumption database set-up, basic hedging strategy, administration of multiple rounds of competitive bidding, preparation and analysis of bid results, market monitoring, hedging, contract administration and enrollment support.</li> <li>(2) Full Service — under this model, CES becomes an extension of our client's staff, assisting with a variety of energy related issues. Examples of services which may be included are energy procurement and market monitoring, development and implementation of short and long-term energy strategies, risk management, development and management of a comprehensive energy budget, carbon and renewable evaluation and management, evaluation of renewable technologies, demand response, fuel conversion analysis, evaluation of efficiency projects, regulatory and tariff negotiations, fuel arbitrage and other services as requested. CES is paid on a monthly retainer determined by the Scope of Services that we provide.</li> <li>(3) Consulting Project-Based Pricing — under this model, CES is asked to evaluate a specific need of the client. Typically it is limited in scope. An example may include one or more of the subjects listed in the Full Service model above. CES is compensated via a negotiated fee for the project.</li> </ol> <p>One of the attributes that sets CES apart from its competitors is the high level of customization that CES is able to offer its clients. CES does not believe in a one-size-fits-all approach to energy consulting.</p> <p>CES intimately understands that the needs and services required by the smaller campuses and System Office are different than those required by UMaine, USM and UMF. Consequently, we know that some of the strategies that we have developed for the larger campuses should not be employed at the smaller campuses, given the unique budgetary and physical requirements and geographic location of each campus.</p> <p>We believe that it is important to view the System's energy portfolio both as an integrated whole and as a set of unique campuses. We also believe that all campuses will benefit from a core set of energy consulting services, but that smaller campuses may require a lower cost solution, while the complexities and size of the larger campuses will make additional services necessary. Our experience in all facets of the energy industry allows us to tailor our services to best meet the System's unique goals and requirements.</p>

2.	Based on Appendix A provide specific consultant retainer fees for the System as a whole and each business unit individually. This fee would be to provide all services described in the scope of work.	<b>Responses to be added to supplemental pricing spreadsheet in bid package</b>
3.	Based on Appendix A, provide a list of volumetric add on charges (if available) for all of the following procured utilities/fuels: <ul style="list-style-type: none"> <li>- #6 Fuel Oil</li> <li>- Natural Gas</li> <li>- Electricity</li> <li>- #2 Fuel Oil</li> <li>- Propane</li> <li>- Kerosene</li> <li>- Diesel</li> <li>- Bulk Gasoline</li> <li>- Biomass</li> <li>- Renewables</li> <li>- Land Fill Gas</li> <li>- Other sources (Please identify)</li> </ul>	<b>Responses to be added to supplemental pricing spreadsheet in bid package</b>
4.	Provide a list of services and associated fees for individual firm activities as defined in the Scope of Work (cafeteria style model, pick and choose certain functions needed by a specific business unit). Define the pricing model for each area (flat fee, hourly, etc.)	<b>Responses to be added to supplemental pricing spreadsheet in bid package</b>
5.	Provide the standard rates for key personnel defined in Section 3.1a, for cost analysis of special out of contract projects.	<b>Responses to be added to supplemental pricing spreadsheet in bid package</b>

#### 3.4 Acceptance of University Standard Terms and Conditions

Item No.	Question, Requirement, or Feature	RESPONSE
1.	Affirmation of the University's standard terms and conditions. Contract template may be found as Appendix B. Any desired deviations from the standard terms and conditions must be identified in the affirmation and the University reserves the right to reject any such requests or proposals making such requests.	CES notes that there are inconsistencies between the General Terms and Conditions in Section 2.0 of the RFP and Appendix B. CES accepts all of the terms and conditions detailed in Section 2.0 of the RFP.

END SECTION THREE

## SECTION FOUR

4.0 Proposal Content: Bidders shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

### 4.1 Business Profile:

- 4.1.1 No financial statements are required to be submitted with your proposals, however, prior to an award the University may request financial statements from your company, credit reports and letters from your bank and suppliers.
- 4.1.2 Please submit with your proposal a detailed history and description of your company and any published reports about your company.

Competitive Energy Services, LLC ("CES") is an independent energy services company that advises the commercial, industrial, institutional, and non-profit sectors in managing their energy costs in the both deregulated and regulated markets. CES was founded in 2000 by career energy professionals and now serves over 2,500 accounts across North America.

CES works with over 50 pre-qualified suppliers and provides a transparent and robust procurement process that is completely supplier neutral. CES's energy under management in New England is the largest in the region.

CES provides a broad variety of strategic energy management services, such as procurement, risk management, budgeting, and fuel arbitrage. CES's integrated, innovative and customized solutions help clients manage risks and maximize savings in the rapidly changing energy marketplace. CES serves its diverse client base from its headquarters in Portland, Maine.

CES has no public or private debt and accordingly, CES has never been rated by a ratings agency. CES is not aware of any published reports from any ratings agency or similar entity.

4.1.3 Debarment, Suspension and other Responsibility Matters Primary Covered Transactions:		
The Bidder certifies to the best of its knowledge and belief that it and its principles:		
Item No.	Question, Requirement, or Feature	RESPONSE
1.	Is your business presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. If yes, please explain.	No
2.	Within a three-year period preceding this proposal, has your company been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. If yes, please explain.	No
3.	Is your business presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in question 2 above? If yes, please explain.	No. The Federal Energy Regulatory Commission (FERC) has filed a complaint in federal court that alleges violations of FERC's Anti-Manipulation Rule, which CES denies. CES has filed a motion to dismiss the lawsuit.
4.	Within a three-year period preceding this application/proposal, has your business had one or more public transactions (Federal, State or local) terminated for cause or default. If yes, please explain.	No

## 4.2 Responses to Submission requirements Section 3

### Section 3.1 – Depth and Breadth of Experience

#### Resumes

- Peter Bartlett
- Jon Sorenson
- Andrew Price
- Michelle Tham
- Devin McNeill
- Chris Brook
- Abriel Ferreira
- Helen Booth
- Greg Smith

#### Sample Analyses

- Sample Electricity Analysis
- Sample Natural Gas Analysis
- Sample Fuel Analysis

#### Case Studies

- Universities and Colleges Overview of Services
- Amherst College
- Bowdoin College
- Bowdoin College Sustainability
- Dartmouth College
- UMaine
- USM Energy and Fuel Conversion
- USM Sustainability
- UMass Lowell
- UMass Lowell Utility Tracker
- UMass Solar
- Connecticut School Consortium
- Oil Purchasing Collaborative
- City of Manchester Case Study

### Section 3.2 – Market Monitoring

- CES Market Summary
- LMP Day Ahead Email Sample

### Section 3.3 – Cost/Pricing Information

- Sample Customer Relationship Agreement for Procurement-Only customers
- Volumetric Fees Applied to UMaine Campuses

### Section 3.4 – Acceptance of University Standard Terms and Conditions

No additional forms to submit. Please see above section 3.4.

# Peter Bartlett



## Vice President, Account Management & Business Development

Peter Bartlett joined CES in 2006 as a Business Development Manager and Account Manager with over 23 years of experience in the energy business. He currently assists commercial, educational and industrial customers throughout New England with their energy needs. Prior to joining CES, Mr. Bartlett was a Business Development Manager with Constellation NewEnergy, where he was responsible for sales and account management for retail electricity clients in Maine, Massachusetts and New Hampshire. Before that, Mr. Bartlett had a 17 year career with Central Maine Power Company, where he served as a Technical Services Advisor, Manager of Service Center Operations and Major Account Manager. He specialized in providing energy market expertise and procurement strategies to large commercial and industrial customers, allowing them to successfully manage, reduce and control energy costs.

### Expertise

- Customer Relationship Management
- Energy Procurement
- Strategy Development
- Project Management
- Market Monitoring
- Supplier Relationships
- Contract Management

### Selected Professional Highlights

#### Business Development Manager, Competitive Energy Services

- Customer relationship management
- Energy and fuel procurement management
- Market monitoring, cost savings evaluation and strategies
- Business development

#### Business Development Manager, Constellation NewEnergy

- Account management
- Sales of retail electricity to clients in Maine, Massachusetts and New Hampshire

#### Technical Services Advisor, Central Maine Power

- Manager of Service Center Operations
- Major Account Manager
- Market expertise and procurement strategies to large commercial customers

### Education

2001 Association of Energy Engineers  
2002 Association of Energy Engineers  
1983 Maine Maritime Academy

Energy Procurement Professional (CEP)  
Certified Energy Manager (CEM)  
B.S. Marine Engineering

### Contact Information

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[pbartlett@competitive-energy.com](mailto:pbartlett@competitive-energy.com)





## President & COO

Mr. Sorenson is one of three CES managing partners. Mr. Sorenson joined CES in 2003 and since then the company has tripled in size. Mr. Sorenson's 15 years of energy industry experience runs the gamut from retail energy marketing and trading of natural gas and electricity wholesale, procurement and hedging of structured products, oil and bio-fuel procurement, to conversion analysis, strategy development, and regulatory work in both power and gas throughout the deregulated States and Canada. Mr. Sorenson is Chairman of the Board for the University of Maine's School of Business and a board member of the University's College of Engineering. Mr. Sorenson is the 2009 recipient of the Marcus Urann Leadership Award from the UME Business School. Mr. Sorenson is the 2010 recipient of the University of Maine Presidential Service Award.

## Expertise

- Energy Hedging & Derivatives
- Strategy Development
- Market Monitoring
- Energy Procurement
- Supplier Relationships
- Utility Relations and Negotiations
- Project Management
- Contract Management

## Selected Professional Highlights

### President & COO, Competitive Energy Services, LLC (CES)

- Guided CES in growth throughout New England and Atlantic Canada, increasing the energy service offering to include natural gas, oil, and bio-fuels in addition to electricity
- Developed Full Service Customer model that offers comprehensive energy management services including procurement, budgets, risk assessment, market monitoring and forecasting, fuel arbitrage, conversion analysis, tariff negotiations

### General Manager/Business Development, WPS Energy Services, Green Bay, WI

- Developed and managed natural gas operations in Atlantic Canada. Expanded the company market share to over 65 percent to be the largest retailer and wholesaler of natural gas in the Province of New Brunswick
- On behalf of holding company and senior management team, assessed and evaluated new and prospective business opportunities and applications in the energy and related segments as well as internal business units and their respective viability. Evaluated new target markets. Analyzed financial prospective performance and viability.

### Partner/Chief Marketing Officer, Smart Energy, Inc.

- Developed and managed customer acquisition model that secured 120,000 small business and residential customers in NY, NJ and PA
- Developed growth strategy with both regional and national brands
- Developed and managed pricing models and supply strategies
- Raised over \$25 million in venture and private equity funding

## Education

1986 University of Maine

BA Economics  
Minor BS Finance

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[jsorenson@competitive-energy.com](mailto:jsorenson@competitive-energy.com)

# Andrew Price



## Senior Vice President

Andrew Price joined CES in 2001. Mr. Price has previously held Energy Analyst and Senior Energy Analyst positions at CES. Mr. Price is currently Senior Vice President, a member of the Board, and a minority owner of CES.

Mr. Price helps with all aspects of CES operations. Mr. Price is responsible for many of CES's green initiatives including: demand response programs, economic analysis of energy efficiency, onsite renewable generation projects, and greenhouse gas benchmarking and monitoring. Mr. Price oversees the CES analytics team which provides a weekly summary of energy market conditions for clients, performs detailed financial analysis for energy users in varied rate classes, prepares solicitations for competitive energy service and helps customers evaluate market responses and negotiate favorable terms and conditions. Mr. Price has additional experience with the following: modeling revenue and cost streams for combined heat and power and renewable generation systems; advising commercial and industrial customers on electricity, natural gas, propane, oil, biomass and renewable energy procurement options; and, assisting end users in negotiations with utilities to obtain more favorable transmission and distribution rates.

### Expertise

- Renewable Energy Procurement
- Wind Power
- Energy Efficiency Audits
- Greenhouse Gas Planning
- Solar PV
- Cogeneration Studies
- Alternative Energy Feasibility Studies
- Load Response Programs
- Commodity Hedging Strategies

### Selected Professional Highlights

- **Beaver Ridge Wind, LLC**  
Beaver Ridge Wind (BRW) is a 3 turbine, 4.5 MW wind project in Freedom Maine. Mr. Price is a founding member of BRW and a partner in its ongoing ownership and operation. Mr. Price started working on the BRW project in 2004. The project achieved commercial operation in November 2008 and was only the second wind project to become operational in Maine and the first in Central Maine Power service territory. BRW provides about 12.5 million kWhs of clean renewable energy into the New England power grid each year.
- **Maine Technology Institute**  
Mr. Price was appointed to MTI's Environmental Technology Board in 2013. The Maine Technology Institute is a publicly-funded, not-for-profit, independent venture fund whose mission is to invest in entrepreneurs in Maine who engage in innovative technologies.
- **Associate, MRW & Associates, Inc., Oakland, CA**  
Prior to joining CES in 2001, Mr. Price worked at MRW & Associates; an energy consulting firm in Oakland, California. Mr. Price joined MRW in 1997 and provided a wide range of energy related consulting services to clients.

### Education

1995 Bowdoin College	BA Physics & Environmental Studies
1997 Stanford University	BS Civil & Environmental Engineering

### Contact

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### Information

Fax: 1-866-743-4968

[aprice@competitive-energy.com](mailto:aprice@competitive-energy.com)

# Michelle Tham



## Senior Energy Analyst

Ms. Tham is a Senior Energy Analyst with CES and brings several years of experience in the environmental and energy sector. Her primary interests are environmental conservation, energy efficiency, and renewable energy. Ms. Tham's responsibilities at CES include energy budgeting for full-service customers, performing fuel switching/cogeneration analyses, preparing CES's weekly newsletter, addressing customers' concerns regarding their bills, and working to resolve billing discrepancies on their behalf. She also reviews energy audit proposals, post-audit reports, and performance contract services.

### Expertise

- Cogeneration Analysis
- Energy Conservation
- Budget Development
- Carbon Tracking Analyses
- Bill Auditing

### Selected Professional Highlights

#### Energy Analyst, Competitive Energy Services, LLC

- Budget development
- Market analysis and forecasting
- Bill auditing

#### Great Rivers Environmental Law Center

- Researching environmental violations and potential cases
- Writing legal briefs and memoranda
- Writing position papers and columns on behalf of the Center

### Education

2001 Rice University

BA Environmental Engineering & Political Science

2004 Washington University in St. Louis

Juris Doctor

### Contact Information

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[mtham@competitive-energy.com](mailto:mtham@competitive-energy.com)



## Senior Energy Analyst

Mr. McNeill is a Senior Analyst at Competitive Energy Services (CES). As Senior Analyst, his primary responsibilities include supporting the Business Development Team in completing and communicating consulting tasks and projects. Devin is also responsible for managing the workflow of the Energy Analysts and Interns. The Analytical Team at CES helps develop and implement energy strategies that are consistent with client objectives and risk tolerance.

Devin McNeill also works for Miller Hydro Group as an Owner's Representative. Miller Hydro Group owns and operates the 19.4 MW Worumbo Hydroelectric Project.

### Expertise

- Budget Development
- Market Analysis
- Energy Procurement
- Hedging Strategy
- Fuel Conversion Analysis

### Selected Professional Highlights

#### Senior Energy Analyst, Competitive Energy Services, LLC

- Budget development
- Market analysis and forecasting
- Bill auditing

#### Owner's Representative, Miller Hydro Group Inc.

- Work on behalf of ownership at the Worumbo Hydroelectric Project, a certified Low Impact Hydroelectric Dam on the Androscoggin River.
- Complete Biological Assessments, in consultation with National Marine Fisheries Service and the Federal Energy Regulatory Commission, on construction projects and continued operations.

### Education

2010 University of Maine

BS Accounting, Finance

### Contact Information

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[dmcneill@competitive-energy.com](mailto:dmcneill@competitive-energy.com)

# Chris Brook



## Director, Fuel Management

Chris Brook is the Fuel Director with CES. Mr. Brook has over thirteen years of experience in liquid fuel business. He worked for Webber Energy Fuels until August 2009 where he assisted with retail oil and propane administration, marketing and market research. At CES, Mr. Brook is responsible for natural gas scheduling, communication with suppliers and clients. Mr. Brook provides administrative oversight for liquid fuels pricing and procurement.

### Expertise

- Fuel Procurement
- Market Monitoring
- Supplier Relationships
- Natural Gas Nominations

### Selected Professional Highlights

#### Retail Oil-LPG Administrator, Webber Energy Fuels

- Conducted energy market analyses
- Designed fixed price programs for customers
- Implemented marketing and branding strategies

#### Regional Manager, Webber Energy Fuels

- Managed all aspects of the business operation in Rockland, Gray, S. Portland and Hollis, Maine offices.
- Developed policies and procedures

#### General Manager, Webber Energy Fuels

- Managed all aspects of the business operation in the Rockland, ME office

### Education

1992 Ohio University

2010 University of Maine

BA Liberal Arts: Concentration in Business Communications  
MBA

### Contact Information

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[cbrook@competitive-energy.com](mailto:cbrook@competitive-energy.com)



## Products & Pricing Manager

Data Assembly Coordination  
Liquid Fuels Usage and Pricing

Improving/streamlining internal processes

### Qualifications

Ms. Ferreira is the Pricing & Products Manager. She has a broad understanding of energy products and pricing and assists with market research in deregulated energy markets in various states.

### Selected Professional Highlights

#### **Pricing and Products Manager, Competitive Energy Services, LLC**

- Managing energy bid, pricing and procurement processes
- Supervising CES pricing team
- Supporting business development strategies
- Project management and coordination

#### **Sales Administration, Competitive Energy Services, LLC**

- Work closely with Managing Partner to manage scheduling and reporting for Business Development Team.
- Assist BDT in tasks such as basic spreadsheet analysis, drafting contracts, and assisting in writing responses to Requests for Proposals
- Manage and update database in relation to contacts, commissions and liquid fuel contracts
- Responsible for drafting and disseminating marketing materials, including a quarterly newsletter and case studies

### Education,

Bowdoin College,  
Brunswick, Maine

Double major in Government (concentration  
in International Law) and Music

### Contact Information

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04101  
[aferreira@competitive-energy.com](mailto:aferreira@competitive-energy.com)



# Helen Booth



## Senior Pricing Associate

Ms. Booth is the lead member of the Pricing Team and has been with CES since the inception of the company, focusing primarily on electricity procurement administration. Ms. Booth maintains an efficient, well organized and seamless process-flow of data and documents throughout the procurement process, communicating closely with the Sales Team and Energy Suppliers.

## Expertise

- Pricing Reports and Analysis
- Data Collection
- Contract Administration
- Database Maintenance

## Selected Professional Highlights

### Senior Pricing Associate, Competitive Energy Services, LLC

- Close communication between business development team, energy suppliers and clients to obtain best pricing and perform contract generation, contract execution and contract lock in minimal time due to market volatility.
- Energy pricing and procurement for medium and large size customers
- Contract administration

### Administrative Assistant, Competitive Energy Services, LLC

- Create an organizational filing system for the office
- Performing data assembly and maintaining customer database
- Maintaining office equipment and supplies
- Customer service

## Education

2004 University of Southern Maine

BS Business Administration: Concentration in Marketing

## Contact Information

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[hbooth@competitive-energy.com](mailto:hbooth@competitive-energy.com)

<b>Title</b>	<b>Energy Analyst</b>	
	<p>Greg Smith joined Competitive Energy Services (CES) in 2012 as an Energy Analyst. The Analytical Team at CES helps develop and implement energy strategies that are consistent with client objectives and risk tolerance. His primary responsibilities include supporting the Business Development team with analyses for full-service clients, primarily colleges and universities. Mr. Smith's work includes budgeting, fuel switching models, feasibility studies, bill auditing, and procurement strategy development.</p>	
<b>Expertise</b>	<ul style="list-style-type: none"> <li>• Budget Development</li> <li>• Market analysis and forecasting</li> <li>• Fuel switching models</li> <li>• Bill Auditing</li> <li>• Feasibility studies</li> <li>• Procurement strategy development</li> </ul>	
<b>Selected Professional Highlights</b>	<p><b>Energy Analyst, Competitive Energy Services, LLC</b></p> <ul style="list-style-type: none"> <li>• Develop annual energy budgets and commodity hedging strategies, calculate the benefits and costs of fuel conversion, and evaluate potential renewable energy projects</li> <li>• Support Business Development Team in managing customer relationships</li> <li>• Market analysis and forecasting</li> <li>• Bill auditing</li> </ul>	
<b>Education</b>	2012 University of Maine	B.A. in Finance: Minor in Computer Science
<b>Contact Information</b>	<p>Phone: 1-207-772-6190</p> <p>Fax: 1-866-743-4968</p>	<p>Office: 148 Middle Street, Portland, ME 04101</p> <p><a href="mailto:gsmith@competitive-energy.com">gsmith@competitive-energy.com</a></p>





Pricing analysis for  
Date start Dec 2013

University of Maine System (Orono)

6/13/2013

### Latest Contract

Supplier Name	Term Months	Contract Signed	Contract Start	Contract End	Price	Units	Category	Product
Noble Americas	12	10/18/11	Dec-12	Dec-13	0.068300	SKWh	Fixed Price	UCAP FT

### Bids Received

Bid Number	Supplier Name	Term Months	Bid Price	Units	Adder	Price Category	Bid Price Rank	Excluded from Price Passed through	Band Width	Effective Rate	Adjusted Rate Rank	Credit Status
1	Hess	12	0.055100	SKWh		Fixed Price	1	FCM	25%	0.051124	2	Approved
2	Liberty Power	12	0.065800	SKWh		Fixed Price	2	FCM	25%	0.061821	5	Approved
3	Integritys	12	0.058130	SKWh		Fixed Price	3	FCM	20%	0.052204	7	Approved
4	Suez	12	0.063480	SKWh		Fixed Price	4	FCM	25%	0.035511	9	Approved
5	TransCanada	12	0.059350	SKWh		Fixed Price	5	FCM	25%	0.033871	10	Approved
6	NexEra Energy	12	0.058210	SKWh		Fixed Price	6	FCM	100%	0.054231	12	Approved
7	Hess	24	0.064200	SKWh		Fixed Price	1	FCM	25%	0.050221	1	Approved
8	Liberty Power	24	0.061170	SKWh		Fixed Price	2	FCM	25%	0.031181	3	Approved
9	Integritys	24	0.055240	SKWh		Fixed Price	3	FCM	20%	0.031861	4	Approved
10	Suez	24	0.056120	SKWh		Fixed Price	4	FCM	25%	0.062141	6	Approved
11	TransCanada	24	0.050250	SKWh		Fixed Price	5	FCM	25%	0.032271	8	Approved
12	NexEra Energy	24	0.057600	SKWh		Fixed Price	6	FCM	100%	0.033621	11	Approved

FCM = Forward Capacity Market, UFR = Locational Forward Capacity Market, Reliability Must Run, ANC = Ancillary Charges, REC = Renewable, LUS = Losses

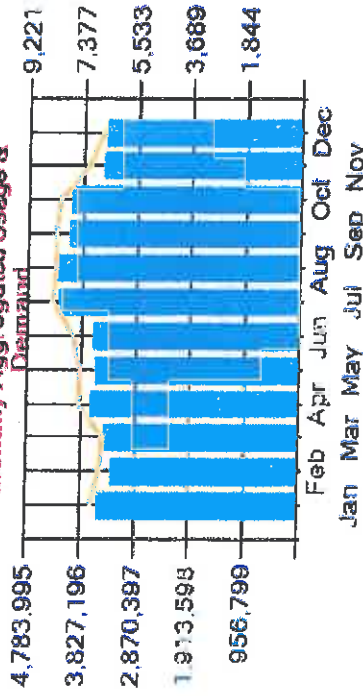
## Comparative Analysis of Lowest Bids Based On Estimated Effective Rate

Effective Rate Rank	Supplier	Price Category	Excluded from Price Passed through	Term Months	Bid Price	Effective Rate	Percent Change vs Current Price	Estimated Annual Cost
1	Hess	Fixed Price	FCM	24	0.054200	0.080224	N/A	\$2,333,155
2	Hess	Fixed Price	FCM	12	0.055100	0.051121	N/A	\$2,723,256
3	Liberty Power	Fixed Price	FCM	24	0.055170	0.081191	N/A	\$2,726,385
4	Integrus	Fixed Price	FCM	24	0.055340	0.051334	N/A	\$2,756,237
5	Liberty Power	Fixed Price	FCM	12	0.055800	0.051021	N/A	\$2,762,810
6	Suez	Fixed Price	FCM	24	0.056720	0.052141	N/A	\$2,768,712
7	Integrus	Fixed Price	FCM	12	0.056180	0.052201	N/A	\$2,771,335
8	TransCanada	Fixed Price	FCM	24	0.056250	0.052271	N/A	\$2,774,504
9	Suez	Fixed Price	FCM	12	0.056480	0.052511	N/A	\$2,755,187
10	TransCanada	Fixed Price	FCM	12	0.056850	0.052871	N/A	\$2,801,237

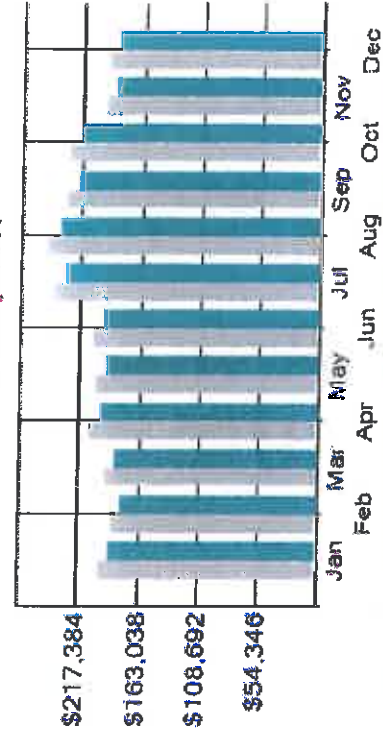
## Estimated Monthly Totals Based on Lowest Effective Rate

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
kWh	3,505,345	3,298,855	3,410,755	3,853,154	3,573,770	3,618,883	4,227,226	4,349,088	4,047,153	4,038,075	3,456,867	3,405,751	44,885,022
kW	7,009	6,746	6,858	7,484	7,412	7,687	5,383	8,281	8,276	8,137	7,187	5,727	8,383
Est. Cost	\$211,115	\$198,850	\$205,401	\$219,998	\$215,217	\$217,814	\$254,570	\$281,908	\$243,725	\$241,432	\$206,477	\$205,159	\$2,883,166

Monthly Aggregated Usage & Demand



Monthly Cost



Legend: ■ Current Contract Price — Demand ■ @ Proposed Effective Rate

## Priced Accounts

Row	Account Number	Service Address	Service City	State	Use	Rate Class	Line Loss %	Bus Circle	Appl Usage kWh	Last Read Date	Capacity Assn. MW	Cap. End Date
1	0001655330155795	40 HARLOW ST	BAKGOR	ME	BHE	B006	0.10399	08M	247,047	4/8/13	0.04129	5/31/14
2	0000225050153543	25 SALMON FARM RD	FRANKLIN	ME	BHE	C000	0.10399	08M	990,980	4/7/13	0.16776	5/31/14
3	0000226050124413	25 SALMON FARM RD	FRANKLIN	ME	BHE	B000	0.10399	08M	324,816	4/7/13	0.11813	5/31/14
4	0001695000157381	20 GODFREY RD	ORONO	ME	BHE	C000	0.10399	04M	315,320	4/1/13	0.06431	5/31/14
5	0000127630135210	STEAM PLANT	ORONO	ME	BHE	E062		23	15,513,800	4/30/13	2.16504	5/31/14
6	0001695000155908	GODFREY DR	ORONO	ME	BHE	C000	0.10399	04M	122,189	4/1/13	0.02353	5/31/14
7	0002545220155150	PHYSICAL PLANT	ORONO	ME	BHE	C002	0.05954	06M	272,720	4/2/13	0.03134	5/31/14
8	0000127630077404	NEW SUB	ORONO	ME	BHE	E062		23	25,055,000	4/30/13	3.32550	5/31/14
9	25140319700003	SWEETZER ST.	SELEFAST	ME	CMP	E-310	0.06130	16	541,780	5/22/13	0.11728	5/31/14
10	211025533011	STATE OF MAINE, LEWISTON RD.	MONMOUTH	ME	CMP	E-310	0.06130	10	55,400	5/14/13	0.01214	5/31/14
11	5350134397011	IRA C DARLING CTR, CLARKS COV	800, BRIGHTON	ME	CMP	E-310	0.04079	16	531,200	5/22/13	0.11957	5/31/14

Account Notes:

### Notes:

- Electricity prices shown herein represent the supply portion of your electric bill. Utility delivery charges will be in addition to the supply charges. Delivery rates are regulated by the PUC.
- Estimated effective rate incorporates any items excluded from the bid that are passed through from the supplier (e.g. meter read fee or FCM if applicable). This allows for easier comparison across numerous products. Some "pass-thru" charges may be estimated by CES. Line loss charges are not included in the effective rate even if they are a pass-thru charge. The actual billed rate may differ from the estimated effective rate.
- kWh and kW usage data are based on available 12 month usage history.
- Last available closing price of NYMEX natural gas futures was used for any market rate calculations.



CES Client

Current Contract	
Contract Signed:	5/23/2009
Contract Start:	7/1/2009
Contract End:	7/1/2010
Supplier:	Supplier A
Base Price:	\$2.300
Product:	GAS-PR

### Current Supplier Bids for Natural Gas

March 1, 2010

Contract Start Date: November 2010

Product	Supplier	Contract terms				Contract Notes	Comments
		Winter	Summer	Spring	Fall		
Base: Daily 0% Swing	Supplier E	1.070	0.940	0.950	0.900	TGP 26 +/- \$0.10	N/A
Base: Daily 0% Swing	Supplier G	1.050	0.980	1.050	0.980	+/- \$0.10	N/A
Base: Daily 10% Swing	Supplier E	1.070	1.040	1.050	1.000	TGP 26 +/- \$0.10	N/A
Base: Daily 10% Swing	Supplier G	1.150	1.090	1.150	1.090	+/- \$0.10	N/A
Base: Monthly 0% Swing	Supplier A	1.511	1.378	1.411	1.364	Market	N/A
Base: Monthly 0% Swing	Supplier E	1.235	1.110	1.136	1.064	0.45	N/A
Base: Monthly 0% Swing	Supplier C	1.350	1.380	1.450	1.430	+\$0.40/-0.20	N/A
Base: Monthly 0% Swing	Supplier E	1.050	0.950	0.970	0.900	TGP 26 +/- \$0.10	N/A
Base: Monthly 10% Swing	Supplier A	1.541	1.408	1.441	1.374	Market	N/A
Base: Monthly 10% Swing	Supplier E	1.455	1.380	1.356	1.334	0.45	N/A
Base: Monthly 10% Swing	Supplier E	1.150	1.040	1.070	1.000	TGP 26 +/- \$0.10	N/A
Base: Full Requirements	Supplier F	1.570	1.510	1.530	1.760	N/A	N/A
Fixed Price: Monthly 0% Swing	Supplier A	7.354	7.208	7.484	7.399	Market	N/A
Fixed Price: Monthly 10% Swing	Supplier A	7.354	7.235	7.494	7.427	Market	N/A
Fixed Price: Monthly 0% Swing (Fixed Price)	Supplier C	7.500	7.300	7.550	7.530	+\$0.40/-0.20	N/A
Fixed Price: Full Requirements	Supplier E	5.750	5.790	7.010	6.940	N/A	N/A
Fixed Price: Full Requirements	Supplier F	9.000	7.540	7.100	11.100	N/A	N/A

#### Notes:

- NYG market price quoted
- Wholesale price in \$/Btu
- All above offers are based on 1st 15 day payment terms. Add \$0.001/Btu for 30 day terms

#### For Comparative Purposes Only:

Current NYG market price for February 2010  
\$4.200 - \$4.250

Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11
5.400	5.000	4.750	4.500	4.500	4.750	4.500	5.000	5.250	5.000	5.000	5.000
Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12
5.000	4.500	4.500	5.000	4.500	5.000	4.500	5.000	5.000	5.000	5.000	5.000

	3 days	15 days	30 days	60 days
NYGEX 1-month	5.100	5.147	5.147	5.147
Weighted NYGEX Average	5.100	5.147	5.147	5.147



# University of Maine System (Orono)

Account Summary

Total Customer DTH: 428,834

Account	Service Address	Service City	Rate Code	Current ICQ	Account Usage in Dekatherms (Dth)												Total Dth
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
0002604	1 Alumni Place	Orono		0	444	331	293	197	160	142	125	133	167	210	376	476	3,054
0002568	College Ave	Orono		0													
0002574	College Ave	Orono		0	314	249	227		62	95	140	92	99	119	204	254	2,031
0002571	College Ave	Orono		0	340	243	269	282	154	141	146	188	202	189	214	251	
0001039	College Ave	Orono		0	57,908	27,498	44,415	37,653	31,120	21,829	18,747	16,030	25,758	37,134	46,526	54,512	421,130





### Definition of Terms:

**Basis** – Basis can be thought of as the cost to transport natural gas from the point that it comes out of the ground, through interstate pipelines, to the local distribution utility. Basis also includes supplier costs such as credit, margin, scheduling and balancing services. Basis is the key focus of the CES competitive bid process. Basis must be locked with a competitive supplier before future natural gas costs can be hedged.

**Nat gas commodity** – The actual natural gas product that is consumed. Natural gas commodity is traded on a liquid and transparent futures exchange (New York Mercantile Exchange - NYMEX). Monthly NYMEX futures contracts are available for several years into the future. NYMEX contracts are based on delivery to the Henry Hub in Erath Louisiana. The Henry Hub is a physical intersection of more than a dozen large natural gas pipeline systems. Because NYMEX natural gas commodity is traded on a transparent exchange that CES has real time access to, the NYMEX price is conceptually the same for all suppliers. In reality individual supplier procedures for hedging NYMEX contracts – as well as supplier size - can influence final NYMEX pricing. NYMEX contracts are traded in 10,000 MMBtu units and so suppliers usually need to internally allocate contracts across more than one buyer for particular months. NYMEX natural gas commodity cannot be hedged with a supplier until Basis is put in place.

**Cashout Adder** – Forward natural gas contracts with competitive market suppliers can take several forms. These contracts can be full requirements (no upper or lower limit on usage volume), daily 0% cashout (all usage above or below a nominated volume is priced at a local daily spot price), or one of several intermediate products (daily 10%, monthly 0%, Monthly 10%). See Swing Structure definition. The Cashout Adder is the fee that the supplier will charge above the local spot price, the current daily market rate, that is used to price quantities under or over the contracted Basis usage or Basis usage plus tolerance band.

**Capacity status** – Capacity is an issue for accounts behind certain local distribution companies including Unitil in Maine. Capacity charges were designed to enable Unitil to recover stranded costs resulting from long-term storage, pipeline capacity, and peaking contracts that they must maintain as provider of last resort. It is important to know whether “capacity” is included in pricing to make meaningful comparisons across suppliers. Capacity can be very expensive; new natural gas accounts can usually avoid “capacity assignment” by accessing the competitive market within a set period of time from the start of service with their local distribution utility.

**Swing structure** – Often, a buyer does not know precisely how much natural gas they will consume. One way to completely mitigate this “volume risk” is to purchase a “full requirements” contract, that is a contract where the buyer pays the contract price regardless of the actual natural gas consumption volume. Full requirements contracts shift usage risk from buyer to seller and as a result sellers charge more for these contracts. Another option the buyer has is to manage this volume risk by purchasing a swing contract. These contracts guarantee the contract price only for consumption that falls within a specified usage bandwidth. Typical swing structures include conditions about bandwidth, the percent the user’s consumption is able to deviate above or below the contracted level, and settlement period, the period over which deviations in consumptions are reconciled against contracted levels (e.g., daily, monthly). Contracts with smaller usage bandwidths and shorter settlement periods are less expensive, but introduce more risk to buyers. Buyers with steady process loads or who are willing to accept a bit less budget certainty can save money by accepting smaller usage bandwidths.

# University of Maine

## Kerosene and Heating Oil Bid Analysis



Bids received on January 4, 2013

Contract term - 12 months

Start Date - January 1, 2013

#2 - Heating Oil		Heating Oil		
		Adder	Cost Plus Price	Fixed Price
All prices in \$/Gal			on 01/04/13	12 Months
CN Brown	NYH Barge Mean	\$ 0.3333	\$ 3.3928	\$ 3.3126
Dead River	NYH Barge Mean	\$ 0.3200	\$ 3.3753	no bid
Irving	NYH Barge Mean	\$ 0.2610	\$ 3.3182	\$ 3.3692
RH Foster	Irving Brewer Rack	\$ 0.1755	\$ 3.3949	no bid
Lowest Price #2	#2 - Heating Oil		\$ 3.3182	\$ 3.3692

Terms:

12 Months

Fixed Price:

Fixed Prices are indicative and based on January 3, 2013 market settlement

Notes:

Irving: Fixed price is for term January 15, 2013 through August 31, 2013.

#1 - Kerosene		Kerosene		
		Adder	Cost Plus Price	Fixed Price
All prices in \$/Gal			on 01/04/13	12 Months
CN Brown	NYH Barge Mean	\$ 0.3333	\$ 3.8775	\$ 3.6626
Dead River	NYH Barge Mean	\$ 0.5852	\$ 3.7680	no bid
Irving	NYH Barge Mean	\$ 0.2919	\$ 3.5571	no bid
RH Foster	Irving Brewer Rack	\$ 0.2565	\$ 3.9631	no bid
Lowest Price #1	#1 - Kerosene		\$ 3.5571	\$ 3.6626

Terms:

12 Months

Fixed Price:

Fixed Prices are indicative and based on January 3, 2013 market settlement

Notes:

Irving is offering heating diesel as they do not sell kerosene



## Competitive Energy Services

### Universities & Colleges

#### Overview of Services

For more than a decade, **Competitive Energy Services (CES)** has been working with educational clients on a myriad of energy consulting services.

CES advises a diverse group of universities and colleges, customizing energy solutions for each institution's needs. CES understands that every dollar is important to the institution's bottom line and works to develop innovative ways to achieve this goal. CES also integrates an institution's need for sustainable services into its overall energy budget.



DARTMOUTH COLLEGE

#### Strategic Energy Management:

- Procurement of Electricity, Natural Gas, RECs, Residual & Heating Oil, Bio-diesel, Biomass and Propane
- Budgeting & Planning
- Utility Tariff Analysis
- Contract negotiations
- Risk Assessment Analysis
- Feasibility Studies of CNG & LNG
- Demand Response Assessment, Planning, Implementation
- Fuel Conversion Analysis
- Co-generation & Tri-generation Evaluation
- Utility Data Management
- Energy Risk Assessment & Management
- Fuel Arbitrage Analysis
- Net Metering

#### Sustainability Consulting Services:

- Greenhouse Gas Accounting and Verification
- American College & University President's Climate Commitment (ACUPCC) Reporting
- Climate Action Plans
- Renewable Energy Credit and Carbon Offsets
- Solar Thermal and Solar PV Project Evaluation and Implementation
- Grant Assistance
- Biomass Consulting
- Wind Generation Consulting

**UMass Amherst** | **COLBY COLLEGE** | **ivy league university** | **WHEATON COLLEGE** | **Mass College of Art & Design** | **hudson university** | **DARTMOUTH COLLEGE** | **bowdoin college** | **UMass Boston** | **WORCESTER STATE UNIVERSITY** | **springfield tech community college** | **Amherst College** | **umass dartmouth** | **MAINE MARITIME ACADEMY** | **UMass Medical** | **clean college** | **UMaine Farmington** | **university of southern maine** | **Elms College** | **UMASS LOWELL** | **Northern Essex Community College** | **Elizabeth City State University** | **UNIVERSITY OF MAINE** | **brandeis university** | **WILLIAMS COLLEGE**





**Amherst College: Co-generation.** CES's experience with energy markets and local utilities helped Amherst College save hundreds of thousands of dollars against budget. Amherst previously relied on fuel oil to fulfill part of its winter thermal load due to constrained pipeline capacity from the gas utility. CES helped negotiate an increase in capacity for Amherst, eliminating the need for fuel oil at the central plant. As a result, Amherst has lowered both energy costs and carbon emissions.

**Bowdoin College: Sustainability.** CES works closely with Bowdoin's staff, faculty and students to continuously evaluate and improve sustainability efforts. CES provides detailed greenhouse gas accounting each year via its Carbon Tracker model. CES provides technical expertise related to technologies and strategies to reduce carbon emissions. CES worked with Bowdoin's climate action committee to draft its detailed climate action plan and provides ongoing assistance with regular updates to this living plan.

**Dartmouth College: Strategic Procurement.** CES procures electricity, all liquid fuels, wood pellets and renewable energy credits for Dartmouth using our competitive bid approach. CES assisted the College to identify ways to optimize its central boiler plant and onsite electric generation. CES's energy strategy has allowed Dartmouth to save millions of dollars against its budgets.

**UMass Lowell: Utility Data Management.** CES provides a web-based utility bill database for UMass Lowell. CES gathers and enters and audits bills for over 300 accounts on an on-going basis. CES creates pay reports for each utility which specify how much to pay, per account, per month. Since working with CES, the University has greatly improved transparency in facilities and accounting operations, as well as lowered outstanding late fees.

**University of Maine: Landfill Gas.** CES was the lead consultant working on the first secondary education waste-to-energy project in the State where methane gas will be transported on a 7-mile pipeline to the University's steam plant, meeting the thermal requirements of the University. This project could lead to a combined heating and power project where landfill gas is utilized to power a 4.6 MW Solar turbine.

**University of Southern Maine: Natural Gas Conversion.** Before converting USM's Portland campus from oil to natural gas, CES worked with the local natural gas utility to revise its pipeline system upgrade plans to accommodate the USM heating load. CES identified and co-authored a successful grant application to help defray the conversion costs. CES helped the University lock historic low natural gas prices in the competitive marketplace. The conversion payed for itself in the very first year, and CES helped USM lower greenhouse gas emissions while reducing both commodity and operations and maintenance costs.



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## Competitive Energy Services Case Study

# Amherst College

## Energy Portfolio

**Client Since:** 2007

**Client Type:** Higher Education

**Contract type:** Full Service

**Project:** CES helps the College manage an energy portfolio that consists of electricity, natural gas, #2 oil, ULSD, and propane. All energy decisions are influenced by available dual fuel options and on-site co-generation capability.



### Highlights:

- Determination of the economically-beneficial timing to run cogeneration and which fuel
- Negotiation with the natural gas utility to increase pipeline capacity
- Performed economic analysis to add a compressor which allows Amherst to burn natural gas year-round
- Preparation of budgets that include different options that the College has in regards to purchasing and generating electricity
- Energy strategy to maximize dual fuel capabilities
- Fuel arbitrage
- Load response and demand-side management
- Resolving Invoicing issues from suppliers and utilities
- Detailed Annual Energy Budget
- Year over year costs comparisons

**Relevance:** The scope of services performed for Amherst College demonstrates CES's experience with energy markets and local utilities. It shows the broad range of services that CES provides while taking into account Amherst's unique requirements and needs. Amherst College has saved hundreds of thousands of dollars against budget due to actions that were taken based on CES recommendations. In particular, Amherst previously relied on fuel oil to fulfill part of its winter thermal load due to constrained pipeline capacity from the gas utility. CES helped negotiate an increase in capacity for Amherst, eliminating the need for fuel oil at the central plant. As a result, Amherst has lowered both energy costs and carbon emissions.

### Client Testimonial:

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## Competitive Energy Services Case Study

### Bowdoin College

**Client Since:** 2004

**Client Type:** Higher Education

**Contract Type:** Full Service

**Project:** Comprehensive energy management including procurement of electricity, natural gas, heating oil and propane.



#### Highlights:

- Assistance with drafting Bowdoin's plan to achieve carbon neutrality in accordance with the College's commitment to the American College & University Presidents Climate Commitment
- Carbon footprint baseline calculation and ongoing monitoring
- Procurement and contract assistance with Low Impact Hydro Institute-certified RECs
- Procurement and contract assistance with Maine Wind RECs for LEED certification
- Assistance with EPA Green Power Partners Program compliance
- Procurement and contract assistance with B20 Bio-heat
- Evaluation of onsite cogeneration opportunities and proposals
- Evaluation of onsite solar PV proposal
- Feasibility analysis of heating plant fuel conversion from heating oil to natural gas (conversion completed in 2004)
- Assistance with lighting efficiency and upgrade plans
- Development of procurement strategies
- Budget development and reporting

**Relevance:** CES's relationship with Bowdoin College demonstrates the full scope of services that CES provides. Full service customers can receive not only procurement services, but also the full range of energy services including greenhouse gas emissions tracking and reduction strategies, alternative energy sources evaluation, assistance with energy conservation, and exploration of other opportunities that would reduce the College's impact on the environment.

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## Competitive Energy Services Case Study

### Bowdoin College

#### Focus on Sustainability

**Client Since:** 2005

**Client Type:** Higher Education

**Contract Type:** Full Service

**Project:** Provide comprehensive sustainability related services to complement existing energy procurement, budgeting, risk assessment and project evaluation services.



#### Highlights:

- Annual greenhouse gas accounting and verification since 2006
- Climate Action Plan design, drafting and updating
- Renewable Energy Credit and Carbon Offset procurement
- American College & University President's Climate Commitment (ACUPCC) reporting
- Assistance with 600 kW backpressure turbine cogeneration facility
- Solar thermal and solar PV project evaluation and implementation
- Several hundred thousand dollars in successful grant applications

**Relevance:** CES has provided "on call" energy advisory services to Bowdoin College since 2005. Bowdoin already had a staff that was highly qualified in energy and sustainability issues when it retained CES. Our job is to provide value to Bowdoin's team by offering new and creative ideas as well as handling certain administrative functions. After three years of successful collaboration, CES significantly expanded the sustainability related work it provides to Bowdoin in 2008. CES recognizes that becoming a sustainable campus is a task that can never be truly finished. CES works closely with Bowdoin's staff, faculty and students to continuously evaluate and improve sustainability efforts. CES provides detailed greenhouse gas accounting each year via its Carbon Tracker model. CES provides technical expertise related to technologies and strategies to reduce carbon emissions. CES worked closely with Bowdoin's climate action committee to draft its detailed climate action plan, and provides ongoing assistance with regular updates to this living plan. CES helps Bowdoin disseminate emissions information to its stakeholders in a number of ways including publications, campus newspaper and student interviews, meetings and presentations. CES has helped Bowdoin win several grants for onsite cogeneration and renewable energy projects.

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## Competitive Energy Services Case Study

### Dartmouth College

#### Energy Portfolio

**Client Since:** 2006

**Client Type:** Education

**Contract Type:** Full Service

**Project:** Comprehensive energy management including approximately 52,000 MWh of electricity, 407,000 gallons of heating oil, 121,000 barrels of residual oil, 287,000 gallons of propane, 290 tons of wood pellets, bio-diesel, renewable energy credits, load response and demand side management.



#### Highlights:

- Budgeting and planning
- Strategic procurement of electricity, residual oil, heating oil, bio-diesel, propane and renewable energy credits
- Load response programs evaluation
- Utility tariff analysis
- Contract negotiations
- Risk assessment analysis
- Feasibility study of building an LNG terminal
- Demand response assessment, planning, implementation
- Provided economic analysis and in turn, managed procurement for a wood pellet boiler system
- Optimization study for central boiler plant and onsite electric generation

**Relevance:** CES's experience with Dartmouth College demonstrates our ability to work with a higher education institution on a full range of energy related issues. CES's energy strategy has allowed the College to save millions of dollars against their budgets. CES procures electricity, all liquid fuels and renewable energy credits for the College using our competitive bid approach. CES assisted the College to identify ways to optimize its central boiler plant and onsite electric generation.

#### Client Reference:

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## Competitive Energy Services Case Study

### University of Maine

#### Energy Portfolio

**Client Since:** 2003

**Client Type:** Education

**Contract Type:** Full Service

**Project:** CES was the lead consultant working on the first secondary education waste-to-energy project in the State where methane gas will be transported on a 7-mile pipeline to the University's steam plant, meeting the thermal requirements of the University. If successful, this project could lead to a combined heating and power project where landfill gas is utilized to power a 4.6 MW Salar turbine. This project comes on the heels of CES performing the economic analysis for cogeneration, boiler conversions, a 750KW back-pressure turbine, utility relations, and energy procurement.



**Highlights:** CES has worked with internal staff and outside counsel in bringing this landfill gas project to fruition. Once completed, it is estimated that the University will save between \$13 and \$17 million over the 20-year life of the project. CES has been the lead negotiator with the landfill gas owners, performed all the economic analysis for the project, dealt with local and state authorities, local utilities, and assisted the Chief Financial Officer in the presentation to the University of Maine System Board of Trustees (the project was approved).

**Relevance:** CES utilized the full range of its skills and capabilities in assisting UMaine in this project. In addition, CES has managed all the procurement of energy for the University (electricity, natural gas, oil, propane, and renewable energy credits) since 2003, provides the annual energy budget, oversees relationships and negotiations with the local utilities and has performed and helped manage numerous energy projects such as boiler conversions, back-pressure turbine installation and cogeneration feasibility study.

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## Competitive Energy Services Case Study

### University Of Southern Maine

#### Focus on Energy Strategy & Fuel Conversion

**Client Since:** 2009

**Client Type:** Higher Education

**Contract Type:** Full Service

**Project:** Support with the development and implementation of a comprehensive energy strategy. Including converting from oil to natural gas.



#### Highlights:

Aided USM with the conversion of the Portland Campus central heating plant from oil to natural gas. The investment paid for itself in the very first year, and will save the University over \$315,000 per year in energy costs. The project also will reduce annual carbon output by 1,048 metric tons. CES helped with all aspects of this project including:

- Economic assessment of the fuel conversion opportunity
- Led the negotiations with the local natural gas delivery utility
- Identified, co-authored and secured a \$100,000 grant from Efficiency Maine to implement the fuel conversion at the Portland Campus heating plant.
- Managed USM's initial and ongoing competitive market natural gas procurement
- Managed USM's phase out of oil purchases
- Calculated associated greenhouse gas emissions benefits

Ongoing services for USM include:

- Competitive procurement of electricity, natural gas, propane, oil, biofuels and RECs
- Prepare annual energy budgets and procurement strategies
- Track and analyze the University's greenhouse gas emissions using our signature tool, Carbon Tracker™. CES's analysis is used to develop USM's submissions to the American College and University President's Climate Commitment (ACUPCC)

**Relevance:** CES utilized a wide range of skills and capabilities in assisting USM with their 2010 conversion to natural gas, including: economic modeling, energy price forecasting, negotiation of rates, tariffs and interconnection agreements with the local utility delivery company, competitive natural gas procurement, contract negotiation and management with market suppliers. Full Service customers such as USM not only receive our sophisticated procurement services, but have access to a full range of energy market tools including budgeting, risk management, greenhouse gas emissions tracking and reduction planning, assistance with energy conservation, grant writing, and utility and bill tracking.

#### Point of Contact:

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## Competitive Energy Services Case Study

### University Of Southern Maine

#### Focus on Sustainability & Grant Assistance

**Client Since:** 2009

**Client Type:** Higher Education

**Contract Type:** Full Service

**Project:** Provide comprehensive sustainability related services at the Portland and Gorham campuses to complement ongoing energy procurement, budgeting, risk assessment and project evaluation services.



#### Highlights:

- Annual greenhouse gas inventory calculations
- Climate Action Plan input and advice
- Renewable Energy Credit and Carbon Offset Procurement
- Load response program participation
- Fuel conversion from oil to natural gas including:
  - Economic assessment of many fuel conversion opportunities
  - Led negotiations with two different local natural gas delivery utilities
  - Identified, co-authored and secured a \$100,000 grant from Efficiency Maine to implement the fuel conversion at the Portland Campus heating plant.
  - Managed USM's initial and ongoing competitive market natural gas procurement
  - Managed USM's phase out of oil purchases
  - Calculated associated greenhouse gas emissions benefits

**Relevance:** CES helped USM lower greenhouse gas emissions while reducing both commodity and operations and maintenance costs. USM's Portland campus is located in the historic heart of the city. Structural issues with the local natural gas utility pipeline network, combined with a lack of funds, prevented the University from switching away from heavy #6 oil at its main boiler plant. CES helped USM eliminate both bottlenecks. CES first worked with the local natural gas utility to revise its pipeline system upgrade plans to accommodate the USM heating load. CES also identified and co-authored a successful grant application to help defray the conversion costs. As the conversion work was underway, CES helped the University lock historic low natural gas prices in the competitive marketplace. As a result, the conversion of the Portland Campus central heating plant from oil to natural gas paid for itself in the very first year. Ongoing annual savings to the University total more than \$300,000 per year. The project also reduces annual carbon emissions by more than 1,000 metric tons.

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## Competitive Energy Services Case Study

# University of Massachusetts Lowell

## Energy Portfolio

**Client Since:** 2008

**Client Type:** Education

**Contract Type:** Full Service

**Project:**

- Electricity and natural gas procurement
- Utility bill tracking and payments for electricity, natural gas and water & sewer
- Energy budget projections
- Renewable energy consulting
- Fuel conversion from #6 oil to natural gas

**Energy Portfolio under CES Management:**

- Over 46 million kWh of electricity
- Nearly 300,000 Dth of natural gas
- Over 350 accounts located in Massachusetts



**Highlights:**

- Assistance with understanding energy markets and timing
- Administration of the bid and contracting processes
- Contract price and term negotiations with suppliers
- Utility bill tracking and payment management
- Energy budget forecasting and tracking
- All energy related projects consulting
- Renewable energy initiatives consulting

**Relevance:** Under our full service model the University of Massachusetts (UML) enjoys benefits of the CES comprehensive energy consulting services. One of our first assignments with UML was counseling UML through liquidation of an unfavorable natural gas and oil contract in 2009 as well as through conversion of one of UML's boiler plants from burning #6 oil to natural gas. To further capitalize on the growing price differential between oil and natural gas, CES helped UML execute a delivery contract with the local utility and was able to take advantage of over \$100,000 in rebates and incentives. Natural gas procurement actions that followed will save UML over \$700,000 over the contract term versus the prior contract rates. CES developed a hedging strategy for the commodity portion of the contract that helps UML methodically take advantage of market dips. Furthermore, since early 2011 CES has been maintaining a web-based utility bill database called CES UtilityTracker which manages utility cost and consumption as well as utility bill payment.

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## Competitive Energy Services Case Study

# University of Massachusetts Lowell

## Utility Tracker

**Client Since:** 2008

**Client Type:** Education

**Contract Type:** Full Service

**Project:**

Create online depository of the University's water & sewer, electricity and natural gas accounts. Input monthly cost and use data, provide pay reports on a bi-monthly basis.



**Highlights:**

- Assistance in invoice processing and payment
- On-going audit of all utility invoices
- Regular reporting on use and cost against budget, historical trends, building energy intensity, carbon emissions, and monitoring of transmission and distribution costs against supply costs.

**Relevance:**

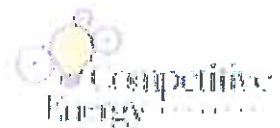
CE3 provides a web-based utility bill database for the University Of Massachusetts, Lowell. CE3 gathers and enters, on behalf of the client, bills for over 300 accounts on an on-going basis. In addition to entering and auditing the bills, CE3 creates pay reports for each utility which specify how much to pay, per account, per month. Since working with CE3, the University has greatly improved transparency in facilities and accounting operations, as well as lowered outstanding late fees.

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## Competitive Energy Services

### CES Sustainability Consulting

#### Focus on Solar PV Electric Generation

**Client Since:** 2008 - 2011

**Client Type:** Education

**Contract Type:** Full Service

**Project:** CES helps businesses and universities evaluate the costs and benefits of onsite solar photovoltaic (PV) and solar thermal generation. When solar provides a good match for a client's specific goals, we provide the following services:

- Preparation of detailed financial pro-formas
- Writing of grant applications
- Sale Or Purchase of Solar RECs
- Negotiation of Power Purchase Agreements



**Highlights:** CES has assisted clients:

- Negotiated dozens of Power Procurement Agreements (PPAs) between our host clients and solar developers
- Have executed PPA's for over 40 MW
- Has worked with dozens of clients to determine feasibility of Solar PV generation

**Relevance:** The key element that determines success under this program is the long-term PPA entered into between the Host Customer and the renewable energy developer(s). To date, CES has negotiated such PPAs with close to a dozen solar PV developers, and the University has executed PPAs for approximately 40 MW of new solar PV generation. The terms of these PPAs range from 20 to 30 years and, in the aggregate, will save the University in excess of \$50 million over this period, against its energy utility costs.

#### Client References:

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## Competitive Energy Services Case Study

# Connecticut Assn. of Independent Schools Large School Aggregation

**Client Since:** 2009

**Client Type:** Education

**Contract Type:** Procurement

**Project:** Power Procurement for Large Aggregation

- Pool contains 500 accounts ~ 35,000,000 kWh/yr across two utilities – Connecticut Light & Power and United Illuminating.
- Total CAIS electricity load under management is ~ 45,000,000 kWh/yr, including two additional schools who are separately managed due to their large size and better load factor.
- Provides natural gas procurement and other advisory services- renewables projects payback analyses, fuel conversion projects, and master metering projects for some CAIS schools.



### Highlights

- Assist client with developing and understanding their load profile and securing competitive bids for various products, as well as with bid analysis, supplier evaluation, contract negotiation and market timing.
- Manage potential cross-subsidy issues from large to small schools
- Reduced power supply "all in" price by nearly 50% since starting service to this client, while managing client preferences for both budget certainty and low cost.
- Led 2012 bill audit of supplier bills that caught numerous mistakes by "blue chip" supplier in enrolling and billing a new, lower contract price. Overcame supplier mischaracterization of the problem as both small and as a CL&P, rather than supplier, billing issue. Led the bill audit by securing all necessary billing information from supplier database, auditing that information, and securing refunds for the CAIS schools totaling in the tens of thousands of dollars. The only effort and action required by most of the CAIS schools was to deposit their refund checks.
- Manage communications with CAIS CEO, CAIS Steering Committee, and entire power pool.

**Relevance:** Demonstrates CES capabilities in competitive bidding, supplier evaluation, contract negotiation, market timing, bill auditing and client counsel.

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CT Association of Independent  
Schools (CAIS)  
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## Competitive Energy Services Case Study

### Oil Purchasing Collaborative Energy Portfolio

**Client Since:** 2008

**Client Type:** Education, Municipal

**Contract Type:** Procurement

**Project:** Competitive bidding and procurement services for heating oil needs of a collaborative of approximately 20 members with a total competitively supplied consumption of over 1.5 million gallons (5.7 million litres) of heating oil.



**Highlights:**

- Data collection and database assembly
- Analysis of heating oil consumption
- Discussions about future changes in operations and related modifications in use
- Oil market monitoring
- Strategic procurement of heating oil
- Supplier negotiations

**Relevance:** The Massachusetts-based oil purchasing collaborative consists of educational and municipal members and was created to take advantage of an aggregated load purchasing option. The membership is voluntary. Competitive Energy Services (CES) works with the individual members to collect historic consumption data that is analyzed and used in the competitive bid process. CES monitors the energy markets daily and makes recommendations regarding the overall strategy and subsequent procurement timing. CES communicates with suppliers and leads all supplier negotiations. CES has helped the members of the collaborative to secure pricing that fulfills the members' budgetary goals.

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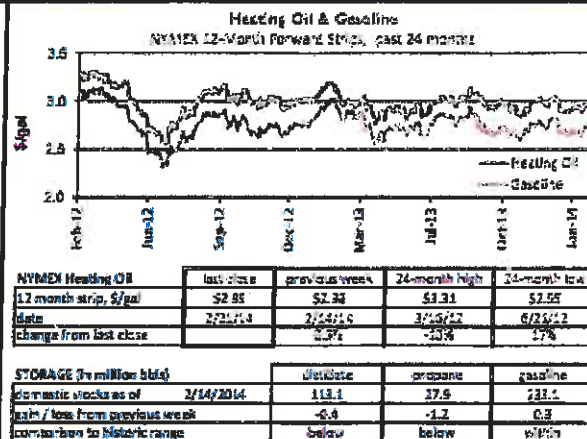
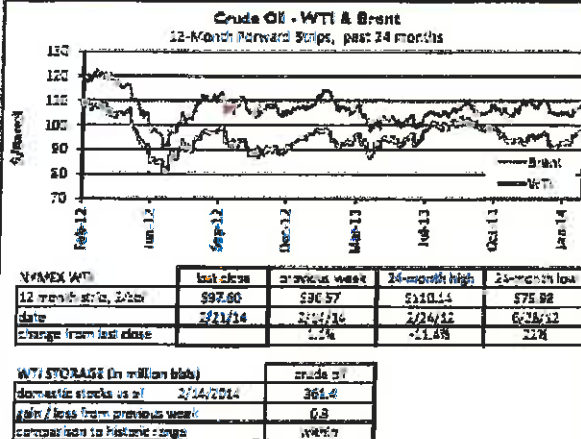
# Competitive Energy Services Weekly Market Summary

February 17 - 21, 2014

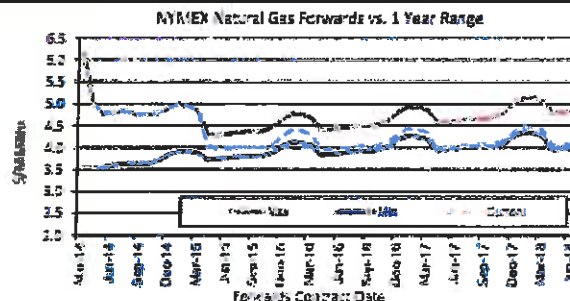
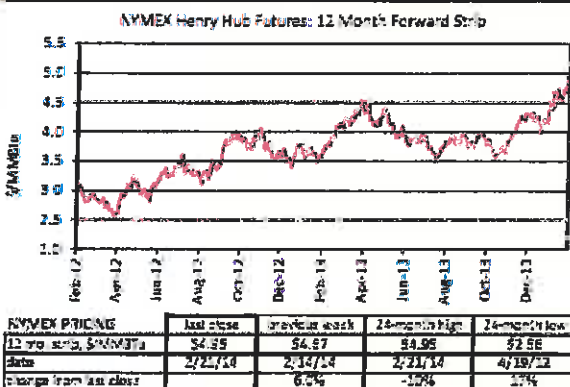
## Synopsis of Last Week's Energy Markets

Crude oil kept marching to a sixth week of gains last week as supplies at Cushing, Oklahoma, fell for the third consecutive report week. Increased demand for heating oil also continued to have an impact on crude prices. Natural gas prices surged on forecasts for an arctic blast extending into the first week of March that would stoke demand and further deplete inventories already at a 16-year seasonal low. The March contract hit the highest price in four years and settled on Friday above \$6 per MMBtu.

## Oil Market



## Natural Gas Market



CES SCORE	
12 month	0
18 month	15
24 month	25
36 month	45

The Score provides a measure of how current prices compare to their 52-week range. A score close to 0 indicates that current prices are close to their 52-week highs; a score close to 100 indicates that current prices are close to their 52-week lows.

Natural gas futures are useful for both natural gas and electricity consumers because they drive electricity pricing in many U.S. markets including New England, Texas and, to a lesser extent, New York and the Mid-Atlantic. This chart compares the current natural gas price for each forward month on the NYMEX exchange to the highest and lowest prices for the same month over the past 12 months.

The information set forth herein is a compilation of public and internal information and is presented solely for the convenience of CES customers. CES does not make any representation or warranties, express or implied, with respect to the accuracy or completeness of its information contained herein. CES shall not have any liability to any person or entity resulting from the use of this information in any way.



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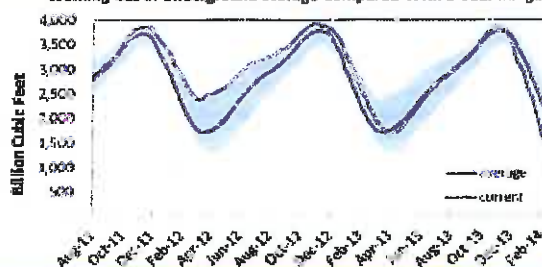
www.competitive-energy.com

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## Natural Gas Storage

Working Gas In Underground Storage Compared With 5-Year Range



This chart shows the amount of natural gas in storage at each point in time (red line) compared to the highest, lowest, and average amounts in the past 5 calendar years.

EIA Storage Data			
	date	Bcf	+/-
Previous Stock Level	2/7/14	1,693	
Most Recent Stock Level	2/14/14	1,413	
Year-ago Stock Level		2,418	-40.3%
5-Year Average Stock Level		2,184	-33.9%
Most Recent Net Change	2/14/14	-250	
Year-Ago Net Change		-131	
5-Year Average Net Change		-133	

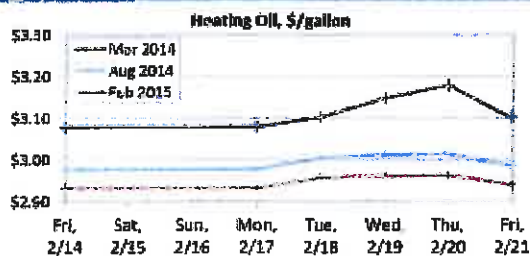
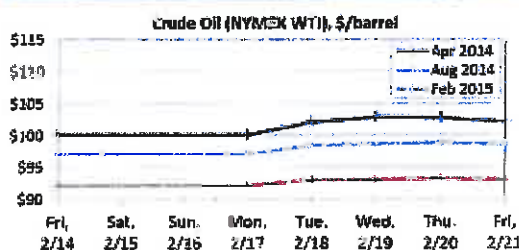
Data Source: EIA <http://tonto.eia.doe.gov/bog/info/ngs/ngs.html>

## Market Assessment

NYMEX Futures Summary Statistics

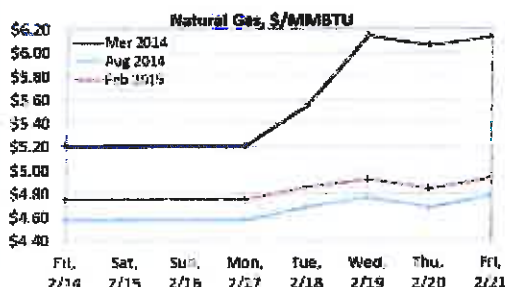
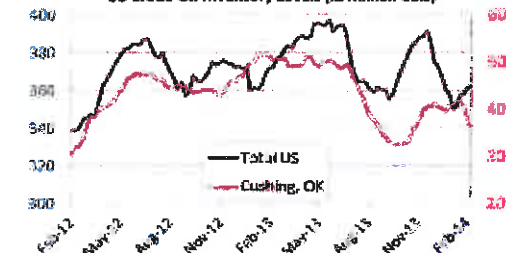
	Last Expired Contract	Exp. Date	Price	Prompt Month	Price	Most Expensive Next 12 Months	Price	Least Expensive Next 12 Months	Price	Next Winter Average (Nov14-Mar15)
Crude oil	Mar-14	2/20/14	\$ 102.92	Apr-14	\$ 102.25	Apr-14	\$ 102.20	Mar-15	\$ 92.18	\$89.10
Heating oil	Feb-14	1/31/14	\$ 3.28	Mar-14	\$ 3.10	Mar-14	\$ 3.10	Feb-15	\$ 2.84	\$2.94
Natural gas	Feb-14	1/29/14	\$ 5.56	Mar-14	\$ 6.14	Mar-14	\$ 6.14	Sep-14	\$ 4.74	\$4.75

NYMEX End-of-Day Settlements



NYMEX crude has been trending upward since early January due to a combination of increased demand for heating oil from the abnormally cold winter and a drawdown of stocks at Cushing, Oklahoma, facilitated by the start of flow on the southern leg of the Keystone XL pipeline. On the bearish side, total US crude stocks have actually climbed over the last few report weeks and refineries will be performing seasonal maintenance in the next few weeks.

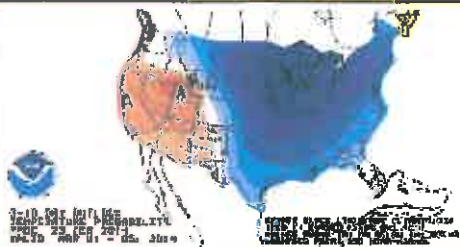
US Crude Oil Inventory Levels (in million bbls)



Natural gas prices climbed to a three week high on Tuesday as the second storm in three days hit the Northeast. Prices rose again on Wednesday and the March contract surged above \$6 per MMBtu for the first time since 2010 on forecasts for frigid weather extending into March that would stoke short-term demand and further erode already diminished supplies. Prompt month prices held above \$6 per MMBtu for the remainder of the week as concern over tumbling supplies persisted. Inventories fell 150 billion cubic feet in the previous week, which was less than expected by analysts but widened the deficit to a record 34% against the 5-year average and 40% against year-earlier supplies. Speculation continues that end-March storage may come in at 1.1 trillion cubic feet, the lowest since 2004.

The National Weather Service near-term forecast calls for a cold front throughout the eastern two-thirds of the United States, especially the Great Lakes region. Temperatures are expected to be slightly above normal in the western United States. The natural gas market dropped from the previous week. Clients with electricity or natural gas contracts expiring in 2014, 2015, and 2016 should consult with a CES representative for customized guidance.

## Weather Forecast



## National Weather Service 5 - 10 Day Forecast for March 01 - 05, 2014

This map depicts forecasted temperatures for next week compared to the long term average. The blue/purple areas are forecast to be colder than normal, white areas are normal, and yellow/orange/red areas are warmer than normal. Abnormally hot weather in the summer and cold weather in the winter can increase the price for natural gas, oil, and electricity.

Source: Chart from the National Weather Service Climate Prediction Center  
www.cpc.ncep.noaa.gov

## Spot Prices

Spot Prices								
New England ISO Real Time Power Pricing By Zone (\$/MWh)								
	2/17/14	2/18/14	2/19/14	2/20/14	2/21/14	2/22/14	2/23/14	Avg
MACTD NY On Pk	136	124	185	130	148			152
MACTD NY Off Pk	21	121	174	90	87	97	79	104
MACTD CT On Pk	141	189	185	134	157			154
MACTD CT Off Pk	21	121	178	93	88	100	81	107
MACTD RI On Pk	141	184	185	134	154			157
MACTD RI Off Pk	21	120	177	93	89	99	81	106
MACTD NH On Pk	141	187	184	134	154			156
MACTD NH Off Pk	21	121	179	94	89	100	81	107
MACTD VT On Pk	144	185	188	136	159			158
MACTD VT Off Pk	25	141	180	91	91	102	84	110
MACTD ME On Pk	145	181	189	137	160			161
MACTD ME Off Pk	25	121	181	91	91	102	84	110
MACTD NH On Pk	144	180	187	137	158			159
MACTD NH Off Pk	25	121	180	91	91	102	81	108
MACTD VT On Pk	144	181	188	136	157			158
MACTD VT Off Pk	25	121	181	91	91	101	81	109
New York ISO Real Time Power Pricing By Zone (\$/MWh)								
	2/17/14	2/18/14	2/19/14	2/20/14	2/21/14	2/22/14	2/23/14	Avg
NYCT NY On Pk	145	121	85	84	113			112
NYCT NY Off Pk	128	121	104	70	100	95	81	97
NYCT CT On Pk	104	118	99	68	96			94
NYCT CT Off Pk	69	71	40	44	35	22	23	45
NYCT RI On Pk	117	115	87	82	96			100
NYCT RI Off Pk	111	101	87	64	82	75	51	81
NYCT NJ On Pk	109	119	60	68	97			91
NYCT NJ Off Pk	72	75	41	45	39	23	24	46
NYCT DE On Pk	138	115	87	82	97			100
NYCT DE Off Pk	114	109	56	64	83	76	51	81
NYCT PA On Pk	117	114	87	82	96			100
NYCT PA Off Pk	111	101	87	63	82	75	51	81
PJM Real Time Power Pricing By Zone (\$/MWh)								
	2/17/14	2/18/14	2/19/14	2/20/14	2/21/14	2/22/14	2/23/14	Avg
PJM MD On Pk	67	62	45	56	46			53
PJM MD Off Pk	70	65	49	48	41	41	34	48
PJM VA On Pk	71	62	41	54	48			54
PJM VA Off Pk	61	59	37	46	38	37	31	43
PJM DC On Pk	71	68	36	55	42			51
PJM DC Off Pk	65	61	33	47	39	39	33	45
PJM WV On Pk	68	48	41	51	48			51
PJM WV Off Pk	47	51	35	45	37	38	31	41
PJM OH On Pk	55	48	42	51	50			49
PJM OH Off Pk	21	47	33	43	37	36	27	34
PJM IN On Pk	65	70	32	57	57			67
PJM IN Off Pk	78	64	42	48	42	45	35	51
California ISO Real Time Power Pricing (\$/MWh)								
	2/17/14	2/18/14	2/19/14	2/20/14	2/21/14	2/22/14	2/23/14	Avg
CACTD CA On Pk	50	58	60	60	51			54
CACTD CA Off Pk	43	32	27	50	51	49	43	51
All Areas (\$/MWh)								
	2/17/14	2/18/14	2/19/14	2/20/14	2/21/14	2/22/14	2/23/14	Avg
Henry Hub, LA	5.54	5.74	5.86	5.94	5.21	5.21	5.21	5.87
NYC, NY	21.35	13.77	14.06	14.73	11.59	11.08	11.04	14.34
Algonquin, MA	11.79	13.71	13.71	14.71	11.58	11.19	11.11	14.44
Chicago Hub, IL	7.01	7.43	8.73	9.68	10.55	10.19	10.11	11.71
New York, NY	5.63	5.67	5.84	5.98	5.92	5.23	5.50	5.25
Commonwealth, PA	5.48	5.32	5.20	5.95	5.25	5.25	5.21	5.77
Optima, WV	1.11	5.38	5.60	6.16	7.19	7.19	7.19	5.25
PG&E, CA	5.60	5.64	5.98	6.15	7.47	7.47	7.47	5.25
San Jose, CA	5.52	5.52	5.79	6.10	7.01	7.01	7.01	5.25



# Competitive Energy Services

## Day Ahead LMP Prices for Maine

Below are the day ahead prices for Maine.

Date	Hour	Price
02/26/2014	01	140.65
02/26/2014	02	129.67
02/26/2014	03	120.87
02/26/2014	04	121.47
02/26/2014	05	133.99
02/26/2014	06	189.78
02/26/2014	07	221.17
02/26/2014	08	213.61
02/26/2014	09	200.69
02/26/2014	10	198.76
02/26/2014	11	198.89
02/26/2014	12	199.32
02/26/2014	13	195.84
02/26/2014	14	194.67
02/26/2014	15	194.0
02/26/2014	16	192.04
02/26/2014	17	196.39
02/26/2014	18	232.36
02/26/2014	19	283.96
02/26/2014	20	248.65
02/26/2014	21	201.69
02/26/2014	22	191.12
02/26/2014	23	187.08
02/26/2014	24	176.03

Data source: [ISO New England](#)



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## Client Representation/Energy Procurement Agreement

This **AGREEMENT** is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2014 ("Effective Date") by and between Competitive Energy Services, LLC, ("CES"), and \_\_\_\_\_, ("Client"), each a "Party" and together "Parties".

**WHEREAS**, Client desires the assistance of CES in order to obtain [electricity, natural gas, oil and/or propane – **PLEASE circle all that apply**] for its various accounts within the state(s) of \_\_\_\_\_, and CES and or its affiliates are very familiar with energy markets and the potential Suppliers operating in these markets and have assisted many customers with the purchase of electricity and various fuels.

**NOW, THEREFORE**, in consideration of the promises, mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, CES and Client agree as follows:

### 1. Scope of Work

CES will perform the following Scope of Work:

- A. Obtain and review the energy consumption data provided by the Client and/or Client's energy suppliers and utilities, following execution of any required Letters of Authorization ("LOA"), which CES will provide. CES will discuss future changes in Client's operations and make modifications to historic consumption to account for such changes as appropriate. CES will represent the Client on its' agreed upon energy purchases as Client's exclusive agent.
- B. Interact with Client and Suppliers to:
  - i. Provide indicative pricing to the Client based upon CES's experience in the market.
  - ii. Assist Client in establishing a list of Suppliers acceptable to the Client and obtain indicative pricing and contract terms from Suppliers acceptable to the Client at the Client's direction.
  - iii. Advise the Client regarding the price and other terms of any proposed contract for the Client.
  - iv. Provide a business and financial review of the non-price terms and conditions of proposed contracts.
  - v. Obtain executable pricing from Suppliers acceptable to the Client.

**Client shall have sole discretion to determine whether to execute a contract for the supply of electricity with any Supplier ("Contract").**

- C. CES will make itself available to the Client for the duration of the term of any Contract to advise and to provide assistance to the Client. The obligation set forth in this section shall otherwise survive the Term of this Agreement.

**2. Term.** The Term of this Agreement shall begin on the Effective Date and will continue until terminated by either Party upon 30 days written notice. The rights, duties and responsibilities of the Parties hereto shall continue in full force until the expiration of the Term.

### 3. Compensation

- A. In the event that the Client executes a Contract during the Term or during the 3 months following the Term with a Supplier brought to the Client by CES, CES will receive compensation from the Supplier in accordance with the Compensation Schedule, attached hereto.
- B. If Supplier does not agree to pay CES fee, Client agrees to pay CES its fee, at the end of each month, based on that month's energy usage.
- C. In the event that the Client executes a Contract during the Term or during the 3 months after the Term with any Supplier not brought to the Client by CES, Client will pay to CES a fee of \$2,500.00, payable within 30 days of invoice.
- D. In the event that the Client does not execute a Contract during the Term or during the 3 months after the Term, CES is entitled to no compensation either directly or indirectly from the Client, and neither Party will have further liability to the other.

**4. Confidentiality.** Any and all information and materials concerning the business and operation of the Client, which becomes known to CES by reason of Client in performance of this Agreement, shall be kept confidential. CES shall not disclose any such confidential information to any person outside its employment without the prior approval of the Client unless to do so is required in connection with the performance of this Agreement, and in such event, CES agrees to utilize best efforts to obtain a similar agreement to maintain such information and materials as confidential. The provisions of this section will be subservient to the terms and conditions of any other confidentiality agreements entered into by the CES and Client. The obligations set forth in this section shall otherwise survive the Term of this Agreement.

**5. No Joint Venture.** CES and Client are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership or joint venture. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and CES or any employee or agent of CES.

**6. No Consequential Damages.** In no event, shall either CES or Client be liable to each other or any third party for any incidental, special, indirect, exemplary or consequential damages, including but not limited to loss of use or loss of profits, whether foreseeable or not, occasioned by or arising out of CES's or Client's breach hereof or performance hereunder, delay in performance or any other cause whatsoever.

**7. Exclusive Remedy.** CES's and Client's sole obligation and exclusive remedy to each other, in the event of an alleged breach or defect in any service provided hereunder is the correction by that Party of such alleged breach or defect. If after repeated efforts that Party is unable to correct, or if that Party fails within reasonable time to attempt to correct and continues not to attempt to correct within (10) days of receipt from the other Party of written notice of such breach or defect, the other Party shall be entitled to terminate this Agreement and to recover actual damages in an amount not to exceed the amount of fees due and payable to CES by Supplier under this Agreement. Both Parties understand and agree that this exclusive remedy allocates risk of service defects between the Parties as authorized by applicable law.

**8. Indemnification.** CES and Client agree to indemnify and hold harmless each other from any claims, actions or other proceedings and any losses, damages or liabilities asserted by third parties in respect to personal injury or death to any person, or damage to any property arising out of or based upon any act or omission of the Parties in performance of this Agreement, but only to the extent that the indemnifying Party is negligent or its action constitutes willful misconduct.

**9. Miscellaneous.** Any claim or controversy or claim arising out of or relating to this Agreement, or the formation or breach thereof, shall be settled by arbitration in Portland, Maine in accordance with the Commercial Arbitration Rules of the American Arbitration Association. This Agreement shall be governed by, and construed in accordance with the laws of the State of Maine applicable to agreements made and to be performed within such state without regard to principles of Conflicts of Law. This Agreement shall be binding upon the Parties and their respective partners, affiliates, heirs, legal representatives, successors and assigns. No portion of this Agreement or any right or obligation thereunder can be transferred or assigned, in whole or in part, whether by operation of law or otherwise, by either Party without prior written consent of the other Party. This Agreement, together with the exhibits attached hereto and any written amendments thereof, constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and merges and supersedes all prior discussions and writings with respect thereto. If any provision contained in this Agreement shall for any reason be held unenforceable in any respect under the law of any state or of the United States of America, such unenforceability shall not affect any other provisions in this Agreement; this Agreement shall then be construed as if such unenforceable provision or provisions had never been contained.

## Compensation Schedule

### Electricity Accounts:

The compensation for electricity accounts is based on the total electricity usage across all accounts over the past 12 months:

Customer Category	Category Range (12 Month Usage – kWhs)	Compensation (\$/kWh)
SMALL	Less than 250,000	\$0.0040
MEDIUM	250,001 to 1,000,000	\$0.0030
LARGE	1,000,001 to 2,500,000	\$0.0020
LARGER COMM, INDUS, INST	2,500,001 and up	\$0.00125

### Natural Gas Accounts:

The compensation for natural gas accounts is based on the total usage of natural gas across all accounts over the past 12 months measured in Decatherms – Dths or MMBtus:

Customer Category	Category Range (12 Month Usage – Dths)	Compensation (\$/Dth)
SMALL	Less than 5,000	\$0.250
MEDIUM	5,001 to 10,000	\$0.150
LARGE and OTHER	10,001 and up	\$0.100

### Fuel Oil/Propane Accounts:

For all oil customers there is an initial set up fee of \$500 for the small and medium categories and \$1,000 for large and larger categories that will be waived in the event of action that includes but is not limited to supplier change and/or procurement of fuel, etc. The compensation for fuel oil or propane (LPG) accounts is based on the total usage across all accounts over the past 12 months measured in Gallons:

Customer Category	Category Range (12 Month Usage – gallons)	Compensation (\$/gallon)
SMALL	Less than 50,000	\$0.040
MEDIUM	50,000 to 75,000	\$0.030
LARGE	75,001 to 100,000	\$0.025
LARGER COMM, INDUS, INST	100,001 and up	\$0.020

Campus	Fuel	Umaine Volume	Individual Campus Fee	Aggregate Fee	Unit of measurement	Individual Estimated Annual Cost	Aggregated Estimated Annual Cost	Current Annual CES Fees for ALL SERVICES outlined in RFP, including budgeting, forecasting, procurement, auditing etc.
University of Maine Augusta	Electricity	1,151,954	0.002	0.00125 \$/kWh	\$	2,304	\$	1,302
University of Maine Augusta	#2 Fuel Oil	76,821	0.025	0.025 \$/gal	\$	1,921	\$	1,536
University of Maine Augusta	Propane	24,432	0.025	0.025 \$/gal	\$	611	\$	489
University of Maine Augusta	Natural Gas	3,450	0.250	0.1 \$/Btu	\$	353	\$	145
TOTAL:					\$	5,089	\$	3,550 N/A
University of Maine Farmington	Electricity	5,152,032	0.00125	0.00125 \$/kWh	\$	6,449	\$	5,349
University of Maine Farmington	#2 Fuel Oil	551,359	0.020	0.025 \$/gal	\$	13,222	\$	13,222
University of Maine Farmington	Propane	15,574	0.020	0.025 \$/gal	\$	319	\$	319
TOTAL:					\$	17,990	\$	17,990
University of Maine Fort Kent	Electricity	723,579	0.00125	0.00125 \$/kWh	\$	901	\$	762
University of Maine Fort Kent	#2 Fuel Oil	95,084	0.025	0.025 \$/gal	\$	2,401	\$	1,921
University of Maine Fort Kent	Propane	25	0.25	0.25 \$/Btu	\$	6	\$	6
TOTAL:					\$	3,309	\$	2,823 N/A
University of Maine Machias	Electricity	837,265	0.001	0.00125 \$/kWh	\$	2,653	\$	2,653
University of Maine Machias	#2 Fuel Oil	143,758	0.02	0.025 \$/gal	\$	2,625	\$	2,625
TOTAL:					\$	5,278	\$	5,278
University of Maine	Electricity	47,457,699	0.00125	0.00125 \$/kWh	\$	51,872	\$	51,872
University of Maine	#2 Fuel Oil	30,433	0.02	0.025 \$/gal	\$	602	\$	602
University of Maine	Propane	70,578	0.02	0.025 \$/gal	\$	1,413	\$	1,413
University of Maine	Natural Gas	482,425	0.1	0.1 \$/Btu	\$	48,243	\$	48,243
University of Maine	Kerosene	3,279	0.02	0.025 \$/gal	\$	66	\$	66
University of Maine	Diesel Fuel	28,853	0.02	0.025 \$/gal	\$	577	\$	577
University of Maine	Gasoline	63,982	0.03	0.025 \$/gal	\$	1,280	\$	1,280
TOTAL:					\$	104,057	\$	104,057
University of Southern Maine	Electricity	18,034,794	0.00125	0.00125 \$/kWh	\$	22,588	\$	22,588
University of Southern Maine	#2 Fuel Oil	53,754	0.03	0.025 \$/gal	\$	1,672	\$	1,672
University of Southern Maine	Propane	2,275	0.03	0.025 \$/gal	\$	62	\$	62
University of Southern Maine	Natural Gas	552,874	0.1	0.1 \$/Btu	\$	63,884	\$	63,884
University of Southern Maine	Diesel Fuel	824	0.03	0.025 \$/gal	\$	27	\$	27
University of Southern Maine	Gasoline	507	0.03	0.025 \$/gal	\$	33	\$	33
TOTAL:					\$	88,082	\$	87,536
University of Maine Presque Isle	Electricity	1,266,629	0.002	0.00125 \$/kWh	\$	2,333	\$	1,583
University of Maine Presque Isle	#2 Fuel Oil	260,604	0.02	0.025 \$/gal	\$	4,412	\$	4,412
University of Maine Presque Isle	Propane	7,183	0.02	0.025 \$/gal	\$	144	\$	144
University of Maine Presque Isle	Diesel Fuel	936	0.02	0.025 \$/gal	\$	19	\$	19
University of Maine Presque Isle	Gasoline	5,365	0.02	0.025 \$/gal	\$	107	\$	107
University of Maine Presque Isle	Butane	48	0.25	0.25 \$/Btu	\$	1	\$	1
TOTAL:					\$	7,227	\$	7,227
University of Maine System	Electricity	230,820	0.004	0.00125 \$/kWh	\$	924	\$	6,377 N/A
TOTAL:					\$	9,681	\$	289
TOTAL:						232,064	\$	326,324
Current CES clients:						211,152	\$	572,060

CES's Volumetric Fees applied to Appendix A – as revised in Addendum #1

- 4.3 **Maine Economic Impact:** Bidders must dedicate a section of their proposal to describe the economic impact upon and within the State of Maine if the submitted proposal is accepted.

For the purposes of this RFP, the term "economic impact" shall be defined as any activity that is directly performed by or related to the Bidder and has a direct and positive impact on the Maine economy and public revenues within the State of Maine. Examples may include, but are not limited to, employment of Maine residents, subcontracting/partnering with Maine businesses, payment of State and Local taxes (such as corporate, sales, or property taxes), and the payment of State licensing fees for the Bidder's business operations.

To complete the "economic impact" section of the Bidder's proposal, the Bidder shall include no more than one page of typed text, describing the Bidder's current, recent, or projected economic impact with the State of Maine, as defined above. The Bidder may include all details and information that it finds to be most relevant for this section.

#### **Maine Economic Impact Statement**

Competitive Energy Services (CES) has had a vast and far reaching economic impact on the State of Maine. Since its inception, CES has represented more customers than any other agent/broker/consultant throughout the State and has had a direct impact on energy savings in the tens of millions of dollars. These savings have enabled large industrials such as paper mills to continue to operate, saving thousands of jobs. We have assisted the State in its procurement decisions, saving dollars benefiting tax payers. Additionally, we have helped Universities meet and beat budgets, saving departments, faculty and assisting on keeping tuition increases to a minimum. CES's relationship with just the University of Maine, since 2003, has accumulated savings estimated to be approximately \$20,000,000.

In addition, CES headquarters in Portland, ME and of its approximate 40 associates employs 26 full time employees that are Maine residents. CES believes in hiring and utilizing bright talent from the State's Colleges and Universities and prides itself in recruiting talent from many institutions that operate throughout the State. Currently, CES employs graduates from the University of Maine – 7, University of Southern Maine – 3, University of Maine Augusta – 2, Bowdoin College – 2, Colby College – 1, Maine Maritime Academy – 1, and Central Maine Community College – 1. CES has been extremely active over the years with an internship program where students from the University of Maine and other Maine institutions are hired for the summer and in many cases, retained after they graduate. This has included recruiting through the Innovate for Maine program, funded by Blackstone Charitable Foundation, through which CES has provided summer internship work for the past three summers. More recently, CES has established a Sustainability Fund at the University of Maine to support a strong Sustainability curriculum at the Maine Business School. Additionally, the fund supports students interested in internships or research opportunities in keeping with the Curriculum.

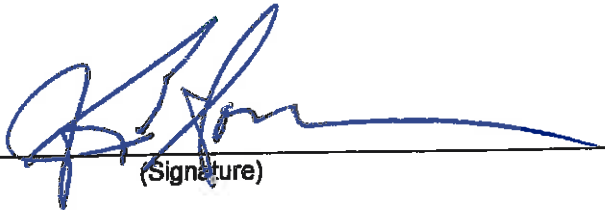
CES has been active in the procurement of energy for the State of Maine. Under CES's guidance, in 2013 the State was able to secure \$2.3 million in savings against previously executed energy supply contracts. Lastly, CES executives have been active throughout the State assisting the State and consumers on energy policy, energy projects and various energy initiatives. These attributes and initiatives are difficult to quantify on behalf of end users but many of these issues have resulted in lower utility costs, increased incentives for end-users and many other benefits throughout the State and its consumers of energy.

#### **END SECTION FOUR**

## SIGNATURE PAGE

COMPANY NAME: Competitive Energy Services

By:

  
(Signature)

Jon F Sorenson

(Print Name)

President & COO

(Title)

207-772-6190

(Phone)

(866)641-7906

(Cell Phone)

jsorenson@competitive-energy.com

(E-mail Address)

February 24, 2014

(Date)

**APPENDIX A, as published in Addendum #1**

Location	Product	Volume	Spend
University of Maine Augusta	Electricity	1,151,954 KWH	\$402,779.10
	#2 Fuel Oil	76,821.1 GAL	\$230,485.25
	Propane	20,429.9 Gal	\$32,307.17
	Natural Gas	14,499 Therms	\$79,989.23
University of Maine Farmington	Electricity	5,159,090 KWH	\$515,909.01
	#2 Fuel Oil	561,089 Gal	\$1,655,215
	Propane	15,972.04 Gal	\$26,833.03
University of Maine Fort Kent	Electricity	721,573 KWH	\$168,153.35
	#2 Fuel Oil	96,034 Gal	\$318,639.02
	Biomass	25 Tons	\$5,129.57
University of Maine Machias	Electricity	817,585 KWH	\$263,136
	#2 Fuel Oil	141,258 Gal	\$375,271
University of Maine	Electricity	41,497,939 KWH	\$4,037,324.16
	#2 Fuel Oil	30,413	\$101,621.90
	Propane	70,570	\$97,233.26
	Natural Gas	482,425 MMBTU	\$3,849,057.14
	Kerosene	3,279 Gal	\$12,483.65
	Diesel Fuel	28,851 gal	\$92,082.24
University of Southern Maine	Gasoline	63,982 Gal	\$215,160.56
	Electricity	18,054,716 KWH	\$1,733,689.71
	#2 Fuel Oil	53,724 GAL	\$120,529.20
	Propane	2,075 Gal	\$5,958.71
	Natural Gas	638,836.20 MMBTU	\$1,286,717.45
	Diesel Fuel	884 Gal	\$3,234.75
University of Maine Presque Isle	Biodiesel	997 gal	\$3,570.52
	Electricity	1,266,623	\$270,587.39
	#2 Fuel Oil	220,594	\$735,369.37
	Propane	7,183 GAL	\$11,998.86
	Diesel Fuel	936 GAL	\$3,455.10
	Gasoline	5,345 GAL	\$17,457.29
University of Maine System	Biomass	49 Tons	\$9,759.55
	Electricity	115,460 KWH	\$28,575.53



## APPENDIX B

### UNIVERSITY OF MAINE SYSTEM CONTRACT FOR SERVICES

This Contract entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the University of Maine System, hereinafter referred to as the "University", and \_\_\_\_\_, hereinafter referred to as "Contractor".

**WHEREAS**, the University desires to enter into a contract for professional services, and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this Contract to the satisfaction of the University;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **Specifications of Work:** The Contractor agrees to perform the Specifications of Work as described in **Attachment A**, hereby incorporated by reference.
2. **Term:** This Contract shall commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_ unless terminated earlier as provided in this Contract.
3. **Payment :**
  - A. The total of all payments made against this contract shall not exceed \$ \_\_\_\_\_. Any expenses not listed here will not be reimbursed.
  - B. The University shall compensate the Contractor at the rate of \$ \_\_\_\_\_ per \_\_\_\_\_ (hour, week, semester, entire project.) Payment will be made within 30 days upon submittal and approval of invoices.
  - C. Reimbursement for travel:  
\_\_\_\_\_ All travel, lodging and meals are part of the compensation described in section A. No additional reimbursement will be made.

**OR**

  - \_\_\_\_\_ Contractor will be reimbursed for pre-approved travel, lodging and meals in an amount not to exceed \$ \_\_\_\_\_. Copies of receipts or itemized bills for expenses must be submitted for reimbursement.
  - D. Other expenses (postage, printing, phone, etc.) shall not exceed \$ \_\_\_\_\_. Copies of receipts or itemized bills for expenses must be submitted for reimbursement.
4. **Termination:** This Contract may be terminated by mutual agreement of the parties or by either party upon thirty (30) days prior written notice to the other. If at any time the Contractor fails to comply with the provisions of this Contract, the University shall have the right to terminate this Contract immediately with written notice. Termination does not release the Contractor from its obligations to provide services per the terms of the Contract during the notification period.
5. **Obligations Upon Termination:** Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University.
6. **Conflict of Interest:** No officer or employee of the University shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the University shall have any interest, direct or indirect, in this contract or proceeds thereof.
7. **Modification:** This Contract may be modified or amended only in a writing signed by both parties.
8. **Assignment:** This Contract, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.
9. **Applicable Law:** This Contract shall be governed and interpreted according to the laws of the State of Maine.
10. **Administration:** \_\_\_\_\_ shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract and to whom all notices must be sent.
11. **Non-Discrimination:** In the execution of the contract, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The university encourages the employment of qualified individuals with disabilities.
12. **Indemnification:** The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become

liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data.

13. **Contract Validity:** In the event one or more clauses of this Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.
14. **Independent Contractor:** Contractor is an independent contractor of the University, not a partner, agent or joint venture of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.
15. **Intellectual Property:** Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all of the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.
16. **Entire Contract:** This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied.
17. **Licensing:** Contractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this Contract. Contractor shall provide proof of such licensure or permit to the University prior to commencing work under this Contract.
18. **Record Keeping, Audit and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven years or for such longer period as specified herein. All retention periods start on the first day after the final payment of the Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The University, the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data of the Contractor pertaining to this Contract. Such access shall include on-site audits.
19. **Publicity, Publication, Reproduction and use of Contract's Products or Materials:** Unless otherwise provided by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for with University funds shall vest with the University. The Contractor shall at all times obtain the prior written approval of the University before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor or any of its subcontractors publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.
20. **Confidentiality:** The contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.
21. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
22. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.
23. **Insurance Requirements:** Attachment B, hereby incorporated by reference.

24. **Signatures:**

**FOR THE UNIVERSITY OF MAINE SYSTEM:**

BY: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(print or type)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE CONTRACTOR:**

LEGAL NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(print or type)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID #: \_\_\_\_\_

**Per University policy, "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 Director of Strategic Procurement and it is not approved, valid or effective until such written approval is granted."**

BY: \_\_\_\_\_

Title: Director of Strategic Procurement

Date: \_\_\_\_\_

**Attachment A**

**ATTACHMENT B**

**UNIVERSITY OF MAINE SYSTEM  
CONTRACT FOR SERVICES  
INSURANCE REQUIREMENTS**

Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
2. Professional Liability (Errors and Omissions)	\$2,000,000 limit or more
3. Vehicle Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
4. Employee Dishonesty (Insurance Policy or Bond)	\$1,000,000 limit or more
5. Workers Compensation	Required for all personnel (In Compliance with Applicable State Law)

The amounts carried are subject to minimum requirements as established by applicable laws and regulations. The University reserves the right to accept or require alternative insurance limits when deemed in its best interest to do so.

The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:

Office of Strategic Procurement  
University of Maine System  
16 Central Street  
Bangor, Maine 04401

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion.

## ATTACHMENT C

### UNIVERSITY OF MAINE SYSTEM STANDARDS FOR SAFEGUARDING INFORMATION

This Attachment addresses the Contractor's responsibility for safeguarding Compliant Data and Business Sensitive Information consistent with the University of Maine System's Information Security Policy and Standards. ([infosecurity.maine.edu](http://infosecurity.maine.edu))

Compliant Data is defined as data that the University needs to protect in accordance with statute, contract, law or agreement. Examples include Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley Act (GLBA), Maine Notice of Risk to Personal Data Act, and the Payment Card Industry Data Security Standards (PCI-DSS).

Business Sensitive Information is defined as data which is not subject to statutory or contractual obligations but where the compromise or exposure of the information could result in damage or loss to the University.

1. Standards for Safeguarding Information: The Contractor agrees to implement reasonable and appropriate security measures to protect all systems that transmit, store or process Compliant Data and Business Sensitive Information or personally identifiable information from Compliant Data and Business Sensitive Information furnished by the University, or collected by the Contractor on behalf of the University, against loss of data, unauthorized use or disclosure, and take measures to adequately protect against unauthorized access and malware in the course of this engagement.
  - A. Compliant Data and Business Sensitive Information may include, but is not limited to names, addresses, phone numbers, financial information, bank account and credit card numbers, other employee and student personal information (including their academic record, etc.), Drivers License and Social Security numbers, in both paper and electronic format.
  - B. If information pertaining to student educational records is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with FERPA.
  - C. If information pertaining to protected health information is accessed, used, collected, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with HIPAA and Contractor shall sign and adhere to a Business Associate Agreement.
  - D. If Contractor engages in electronic commerce on behalf of the University or cardholder data relating to University activities is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with current PCI-DSS guidelines.
  - E. If information pertaining to protected "Customer Financial Information" is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with GLBA.
2. Prohibition of Unauthorized Use or Disclosure of Information: Contractor agrees to hold all information in strict confidence. Contractor shall not use or disclose information received from, or created or received by, Contractor on behalf of the University except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the University.
3. Return or Destruction of Compliant or Business Sensitive Information:
  - A. Except as provided in Section 3(B), upon termination, cancellation, or expiration of the Agreement, for any reason, Contractor shall cease and desist all uses and disclosures of Compliant Data or Business Sensitive Information and shall immediately return or destroy (if the University gives written permission to destroy) in a reasonable manner all such information received from the University, or created or received by Contractor on behalf of the University, provided, however, that Contractor shall reasonably cooperate with the University to ensure that no original information records are destroyed. This provision shall apply to information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of University information, including any compilations derived from and allowing identification of any individual's confidential information. Except as provided in Section 3(B), Contractor shall return (or destroy) information within 30 days after termination, cancellation, or expiration of this Agreement.
  - B. In the event that Contractor determines that returning or destroying any such information is infeasible, Contractor shall provide to University notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of such information is infeasible, Contractor shall extend the protections of this Agreement to such information and limit further uses and disclosures of such information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such information.
  - C. Contractor shall wipe or securely delete Compliant Data or Business Sensitive Information and personally identifiable information furnished by the University from storage media when no longer needed. Measures taken shall be commensurate with the standard for "clearing" as specified in the National Institute of Standards and Technology (NIST) Special Publication SP800-88: Guidelines for Media Sanitization, prior to disposal or reuse.
4. Term and Termination:
  - A. This Attachment shall take effect upon execution and shall be in effect commensurate with the term of the Agreement
5. Subcontractors and Agents: If Contractor provides any Compliant Data or Business Sensitive Information received from the University, or created or received by Contractor on behalf of the University, to a subcontractor or agent, the Contractor shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Contractor by this Agreement.

6. Contractor shall control access to University data: All Contractor employees shall be adequately screened, commensurate with the sensitivity of their jobs. Contractor agrees to limit employee access to data on a need-to-know basis. Contractor shall impose a disciplinary process for employees not following privacy procedures. Contractor shall have a process to remove access to University data immediately upon termination or re-assignment of an employee by the Contractor.
7. Unless otherwise stated in the agreement, all Compliant Data or Business Sensitive Information is the property of the University and shall be turned over to the University upon request.
8. Contractor shall not amend or replace hardware, software or data without prior authorization of the University.
9. If mobile devices are used in the performance of this Agreement to access University Compliant Data or Business Sensitive Information, Contractor shall install and activate authentication and encryption capabilities on each mobile device in use.
10. Reporting of Unauthorized Disclosures or Misuse of Information: Contractor shall report to the University any use or disclosure of Compliant Data or Business Sensitive Information not authorized by this Agreement or in writing by the University. Contractor shall make the report to the University not more than one (1) business day after Contractor learns of such use or disclosure. Contractor's report shall identify; (i) the nature of the unauthorized use or disclosure, (ii) the information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate the effects of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the University. Contractor shall keep University informed on the progress of each step of the incident response. Contractor shall indemnify and hold University harmless from all liabilities, costs and damages arising out of or in any manner connected with the security breach or unauthorized use or disclosure by Contractor of any University Compliant Data or Business Sensitive Information. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a security breach or use or disclosure of Compliant Data or Business Sensitive Information by Contractor in violation of the requirements of this Agreement. In addition to the rights of the Parties established by this Agreement, if the University reasonably determines in good faith that Contractor has materially breached any of its obligations, the University, in its sole discretion, shall have the right to:
  - Inspect the data that has not been safeguarded and thus has resulted in the material breach, and/or
  - Require Contractor to submit a plan of monitoring and reporting, as the University may determine necessary to maintain compliance with this Agreement;
  - and/or Terminate the Agreement immediately.
11. Survival: The respective rights and obligations of Contractor under Section 12 of the Agreement or Section 3 of this Attachment shall survive the termination of this Agreement.
12. Contractor Hosted Data: If Contractor hosts University Compliant Data or Business Sensitive Information in or on Contractor facilities, the following clauses apply.
  - A. Contractor computers that host University Compliant Data or Business Sensitive Information shall be housed in secure areas that have adequate walls and entry control such as a card controlled entry or staffed reception desk. Only authorized personnel shall be allowed to enter and visitor entry will be strictly controlled.
  - B. Contractor shall design and apply physical protection against damage from fire, flood, earthquake, explosion, civil unrest, and other forms of natural or man-made disasters. Contractor shall protect hosted systems with Uninterruptible Power Supply (UPS) devices sufficient to meet business continuity requirements.
  - C. Contractor shall backup systems or media stored at a separate location with incremental back-ups at least daily and full back-ups at least weekly. Incremental and full back-ups shall be retained for 15 days and 45 days respectively. Contractor shall test restore procedures not less than once per year.
  - D. Contractor shall provide for reasonable and adequate protection on its network and system to include firewall and intrusion detection/prevention.
  - E. Contractor shall use strong encryption and certificate-based authentication on any server hosting on-line and e-commerce transactions with the University to ensure the confidentiality and non-repudiation of the transaction while crossing networks.
  - F. The installation or modification of software on systems containing University Compliant Data or Business Sensitive Information shall be subject to formal change management procedures and segregation of duties requirements.
  - G. Contractor who hosts University Compliant Data or Business Sensitive Information shall engage an independent third-party auditor to evaluate the information security controls not less than every two (2) years. Such evaluations shall be made available to the University upon request.
13. If the Contractor provides system development, Compliant Data or Business Sensitive Information shall not be used in the development or test environments. Records that contain these types of data elements may be used if that data is first de-identified, masked or altered so that the original value is not recoverable. For programs that process University data, initial implementation as well as applied updates and modifications must be produced from specifically authorized and trusted program source libraries and personnel. Contractor shall provide documentation of a risk assessment of new system development or changes to a system.

## UNIVERSITY

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

**CONTRACTOR**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address







104 Anderson Hall  
Gorham, ME 04038

Main: 207-780-5633  
[www.maine.edu](http://www.maine.edu)

July 11, 2014

Competitive Energy Services  
Attn: Jon Sorenson  
148 Middle Street  
Portland, ME 04101

The University of Maine

University of Maine  
at Augusta

University of Maine  
at Farmington

University of Maine  
at Fort Kent

University of Maine  
at Machias

University of Maine  
at Presque Isle

University of  
Southern Maine

RE: Contract Letter of Agreement – Request for Proposal (RFP) #19-14

Dear Mr. Sorenson,

This letter shall constitute an Agreement between the University of Maine System and Competitive Energy Services, for Energy Procurement and Consulting Services, in accordance with the provisions of RFP #19-14 dated January 21, 2014, Addendum #1 dated February 14, 2014 and your signed response. These documents shall be referred to collectively as the Contract Documents. In the event of conflicts in terms and conditions between those documents, the order of precedence for resolving conflicts shall be; 1) this Letter of Agreement, 2) Request for Proposal #19-14, 3) Addendum #1, 4) Your signed response.

In an effort to manage all areas of the Scope in the RFP, (reference section 1.5), CES agrees to work with UMS and each UMS campus to put in place a system of performance reporting. Reporting shall occur at least annually during the term and, if useful and appropriate, as frequently as quarterly.

Reporting shall be standardized for items common to each campus (e.g. electricity procurement, fuels procurement) to allow for easy integration into a System level summary. Reporting shall also memorialize actions and accomplishments unique to each campus. CES will incorporate feedback from each campus and from UMS to improve the usefulness of the reports throughout the term. CES agrees to work with the UMS to establish a delivery date for Reports.

This letter shall include the University of Maine, University of Southern Maine, and the University of Maine at Farmington. Specific Statements of Work will be executed as Addenda for any additional campuses and the System Office by the University.

Unless previously provided and current, Certificates of Insurance (reference section 2.17 of RFP #19-14) shall be filed with the Strategic Procurement Office. The initial contract term shall be for three years. With mutual, written agreement two one-year extensions are possible.

Please indicate your acceptance of this agreement by signing below and returning one copy of this letter to me.

UNIVERSITY OF MAINE SYSTEM

BY: Chip Gavin  
(Signature)

Chip Gavin \_\_\_\_\_  
(Print Name)

System Director Fac. Man \_\_\_\_\_  
(Title)

Date: 7/28/2014

COMPETITIVE ENERGY SERVICES

BY: Jon Sorenson  
(Signature)

Jon Sorenson \_\_\_\_\_  
(Print Name)

President and COO \_\_\_\_\_  
(Title)

Date: 7/11/14

