

**FIRST AMENDMENT TO THE CONTRACT
BETWEEN DIRECT ENERGY BUSINESS LLC
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR FIRM ELECTRIC SUPPLY SERVICES
CONTRACT # 8002255**

This First Amendment (hereinafter referred to as the "Amendment"), dated this ____ day of July, 2019, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Direct Energy Business LLC (hereinafter referred to as "the Contractor") for Firm Electric Supply Services.

WHEREAS, pursuant to an agreement effective December 1, 2017 set to expire September 30, 2019, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain firm electric supply services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:
1.7 July 31, 2021
2. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$12,700,000.00
3. Amend Exhibit B Payment & Pricing; add the following payment terms for the period October 1, 2019 through July 31, 2021:
\$0.07597 per KWH
4. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on November 20, 2017, shall remain in full force and effect.

Direct Energy Business LLC

By: John Schultz

John Schultz
(Print Name)

Title: President

Date: 7.29.2019

STATE OF NEW HAMPSHIRE

By: Charles M. Arlinghaus

Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 8-1-19

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 29th day of July, 2019
There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

John Schultz

And acknowledge that he executed this document indicated above.

In witness thereof, I hereunto set my hand and official seal.

Colleen M. Frost
(Notary Public/Justice of the Peace)

My commission expires:

7.29.2019
(Date)

COLLEEN M FROST
ID No. 2298543
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 1, 2023

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DIRECT ENERGY BUSINESS, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on August 31, 1999. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 321781

Certificate Number: 0004554548



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of July A.D. 2019.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

**ASSISTANT SECRETARY'S CERTIFICATE
DIRECT ENERGY BUSINESS, LLC**

I hereby certify that I am the duly elected, qualified and acting Assistant Secretary of Direct Energy Business, LLC, a Delaware limited liability company (the "Company"), and that the following statement is correct:

- a. The Company is wholly-owned indirect subsidiary of Centrica plc, as shown on the excerpt of the organizational chart excerpt attached as Exhibit A herein.
- b. John Schultz is the duly elected, qualified and acting Director and President of the Company; authorized to act on behalf of the Company.

IN WITNESS WHEREOF, the undersigned has hereunto signed her name on this the 30 day of July, 2019.



Erica Steele
Assistant Secretary of the
Company

STATE OF NEW HAMPSHIRE PROPOSAL TRANSMITTAL LETTER

Date: 11/3/17

Company Name: Direct Energy Business LLC
Address: 194 Wood Ave South
Iselin, NJ 08830

To: Point of Contact: Donald Perin
Telephone: (603)-271-7774
Fax: (603) 271-7564
Email: prchweb@nh.gov

RE: Proposal Invitation Name: Firm Electric Supply
Proposal Number: PROPOSAL 2018-202
Proposal Posted Date (on or by): October 23, 2017
Proposal Opening Date and Time: November 15, 2017 @ 12:00 NOON (EST)

[Insert name of signor] Mark Taddeo on behalf of Direct Energy Business LLC [insert name of entity submitting Proposal (collectively referred to as "Vendor")] hereby submits an offer as contained in the written Proposal submitted herewith ("Proposal") to the State of New Hampshire in response to PROPOSAL # 2018-202 for Firm Electric Supply Services Contract(s) at the price(s) quoted herein in complete accordance with the Proposal.

Mark Taddeo is authorized to legally obligate Direct Energy Business LLC
Print Signor Name Print Company Name

Vendor attests to the fact that:

- 1. The Vendor has reviewed and agreed to be bound by the RFP.
2. The Vendor has not altered any of the language or other provisions contained in the RFP document.
3. The RFP is effective for a period of 180 days from the RFP Opening date as indicated above.
4. The prices Vendor has quoted in the RFP were established without collusion with other vendors.
5. The Vendor has read and fully understands this RFP.
6. Further, in accordance with RSA 21-1:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
d. Is currently debarred from performing work on any project of the federal government or the government of any state;
e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
j. Has been placed on the debarred parties list described in RSA 21-1:11-c within the past year.

Authorized Signor's Signature [Signature] Authorized Signor's Title VP Direct Sales

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Middlesex STATE: NJ ZIP: 08830

On the 3rd day of November, 2017, personally appeared before me, the above named Mark Taddeo, in his/her capacity as authorized representative of Direct Energy Business LLC, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.
Victoria Dyckman
(Notary Public/Justice of the Peace)

My commission expires:



**REQUEST FOR PROPOSAL FOR A CONTRACT(S) TO
PROVIDE FIRM ELECTRIC SUPPLY SERVICES FOR
THE STATE OF NEW HAMPSHIRE**

PURPOSE:

The purpose of this Request for Proposals (RFP) is to purchase firm electrical supply for certain electrical accounts for the State of New Hampshire (State), from a Competitive Electric Power Supplier (CEPS), certified as such with the New Hampshire Public Utilities Commission (NH-PUC). It is the intent of the State to enter into the **State of New Hampshire Power Supply Agreement** for a term of four, sixteen, twenty-two or twenty-eight months. The State will commit a load consisting of: **425 (and 101)** accounts now serviced by the Local Distribution Company (LDC) listed in Attachment A with a combined annual usage of 38,336 (**and 46,601**) MWh.

It is the intent of the State to receive electric supply offers from CEPS based only on the accounts included in this RFP.

GENERAL PROVISIONS:

This RFP does not commit the State of New Hampshire to award a contract, pay any costs incurred in preparing a response, or procure or contract for services. Furthermore the State's listed loads are intended to demonstrate usage history only; the indicated annual load is an approximation. Actual usage history may be obtained by submitting an Interval Data Request. Any resulting contracts from this RFP will be for kWh equivalent to the actual past twelve months, depending on contract term, with at least a 20-percent swing provision built in. Should the total combined usage for the listed accounts differ by more than 20-percent, the State agrees to purchase additional needed electricity at the market price as detailed herein for the duration of the contract. Any resulting contracts will explicitly state the number of kWh to be purchased.

CEPS responding to this request will bear all expenses incurred in the preparation of their responses. Furthermore, any cost to investigate usage profiles or provide oral or written clarification of their proposals shall be borne by the suppliers. The State of New Hampshire assumes no responsibility for these costs. All responding CEPS are instructed to submit one original and three copies of their bids. The State has published its "CURRENT FINANCIALS" posted on the NH Bureau of Administrative Services website: <https://das.nh.gov/accounting/reports.asp>. Any proposal stating "subject to credit approval," shall be deemed noncompliant. The State's credit worthiness must be based on the documents posted on the abovementioned website.

Qualification Statements (Phase I) must be submitted as directed per Proposal Format & Content Description, and Bid Submission must be received on the forms supplied (including all appendices). Qualification Statements must be typewritten and mailed or delivered in person; however, Bid Forms (Phase II) can be faxed or emailed. Qualification Statements must be signed to be considered. All proposals become the property of the State after the bid deadline.

The State of New Hampshire will cooperate with the suppliers to obtain load profiles, from the LDC, on the accounts listed in Attachment A. CEPS must submit Interval Data Requests to the Department of Administrative Services for signature and approval. It is then the responsibility of the CEPS to forward the request to the LDC. All costs incurred for the request of interval data are the responsibility of the CEPS. DAS will not pay any costs associated with these requests. Electronic copies of current electric bills for the accounts included in this RFP will be posted to DAS's FTP site. A password to access this site will be provided upon request.

If an award is made, the CEPS will be notified by the State's lock-in deadline. A contract will be transmitted via fax or email, signed by the appropriate State and CEPS parties. A final contract with original signatures will be submitted to the State within three business days of the contract award.

CONTRACT PERIOD/TERM:

The selected CEPS shall supply electricity to the State at an 'All Inclusive Fixed Price' starting on the LDC's next scheduled meter reading on or after December 1, 2017; at the bid pricing structure established from this RFP for a period of four, sixteen, twenty-two, or twenty-eight months as dictated by the **State of New Hampshire Power Supply Agreement** (Agreement). The contract may be extended for a period up to the length of the original period with terms and conditions agreed upon by both parties.

CONTRACTOR POINT OF CONTACT:

The Contractor shall assign a Contractor Point of Contact. The Contractor's selection of the Contractor Point of Contact shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, review of the proposed Contractor Point of Contact resume, qualifications, references, and an interview. The State may require removal or reassignment of this Contractor Point of Contact who, in the sole judgment of the State, is unacceptable to the State or is not performing to the State's satisfaction.

The Contractor Point of Contact shall have full authority to make binding decisions under this Contract, and shall function as the Contractor's representative for administrative and management matters. The Contractor Point of Contact shall be available to promptly respond to inquiries from the State during Normal Business Hours. The Contractor Point of Contact shall work diligently and use his/her best efforts on the Contract. The Contractor Point of Contact shall be qualified to perform the obligations required of the position under this Contract.

The Contractor shall not change its assignment of this Contractor Point of Contact without providing the State with written notice. The replacement Contractor Point of Contact shall have comparable or greater skills than the Contractor Point of Contact replaced, and meet the requirements of this Contract.

INSURANCE:

Prior to award of this contract, the contractor shall furnish a Certificate of Insurance as evidence of existence of broad form comprehensive general liability (CGL) in minimum amount of not less than \$250,000.00 per claim, and \$1,000,000.00 per incident and no less than \$1,000,000 in excess/umbrella liability each occurrence.

The CEPS shall, at its sole expense, obtain said insurance and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefit of the State. The certificates shall contain a clause prohibiting cancellations or modifications of the policy for the duration of the contract.

The policies described above shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State.

PUBLIC DISCLOSURE OF PROPOSAL SUBMISSIONS:

Generally, the full contents of any RFP (including all materials submitted in connection with it, such as attachments, exhibits and addenda) become public information upon completion of final contract negotiations or issuance of a purchase order with the selected vendor. Certain information concerning RFPs, including, but not limited to, scoring, is generally available to the public even before this time, in accordance with the provisions of RSA 21-G:37.

To the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will, after final negotiations with the selected vendor are complete, attempt to maintain the confidentiality of portions of a proposal that are clearly and properly marked by a Vendor as confidential. Any and all information contained in or connected to a proposal that a Vendor considers confidential must be clearly designated in the following manner:

1. If the Vendor considers a portion of a page of a submission confidential, it shall highlight those portions of the page in yellow and note "confidential" besides the highlighting. Use of any other term, such as "proprietary", "not for public use", or "for client's use only", is not acceptable.
2. If a Vendor considers one or more full pages of a submission confidential, it may either highlight and mark those pages as noted above or, in the alternative, place those pages in a separate envelope marked "confidential," clearly noting to which section or part of the proposal the segregated materials pertain.

You must also provide a letter to the person listed as the point of contact for this RFP, identifying the specific page number and section of the information you consider to be confidential information and provide your rationale for each designation.

The State shall have no obligation to maintain the confidentiality of any portion of a proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the Vendor waives any claim of confidentiality as to any portion of a response to this RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated

to any person, without limitation. Marking an entire proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Proposals submitted with markings not in conformity with the foregoing provisions of this request for submission, or submitted without an explanation of the Vendor's rationale for a confidentiality designation, may be deemed not to comply with the requirements of the RFP (subject to correction and cure).

Notwithstanding any provision of this request for submission to the contrary, proposed pricing will be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal and if disclosure is not prohibited under RSA 21-G: 37 or any other applicable law or regulation, Vendors acknowledge and agree that the State may disclose any and all portions of the proposal or related materials which is not marked as confidential. In the case of proposals or related materials that contain portions marked confidential, the State will assess what information it believes is subject to release; notify the Vendor that the request has been made; indicate what, if any, portions of the proposal or related material will not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor's designation regarding confidentiality.

By submitting a proposal, the Vendor agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the Vendor.

Notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this RFP invitation from the time this RFP is published until the closing date for responses.

From the closing date of the RFP until the award is made is considered "quiet time." Proposers may not discuss their responses or anything specifically pertaining to the RFP with any State entity (other than personnel from the Bureau of Purchase and Property) including the requesting/customer agency (ies). If found in violation of this part, the Proposer shall be found non-compliant and will no longer be allowed to proceed in the award process.

PROJECTED SCHEDULE OF EVENTS:

The process of soliciting qualification statements and bids, and ultimately selecting CEPS for the State of New Hampshire, will be a two-phased process. The following schedule has been developed to ensure proper evaluation of the vendors' qualifications as required under RSA 21-I: 17b.

PHASE I

Release of RFP	October 23, 2017
Deadline for receiving questions/Interval Data Requests	October 30, 2017 4:00 PM
Deadline for State's response/addendum	November 2, 2017 4:00 PM
Deadline for Qualification Statements	November 6, 2017 11:00 AM

PHASE II

Deadline for bid submissions	November 15, 2017 Noon
Deadline for State's lock-in	November 15, 2017 3:00 PM
Anticipated Start of contract term (next meter read after)	December 1, 2017
Anticipated end of contract term	March 31, 2018/19/20 or September 30, 2019

INQUIRIES, REQUESTS FOR CLARIFICATIONS AND /OR SPECIFICATION CHANGES:

All questions regarding this RFP, including clarifications and proposed specification changes or modifications to the terms and conditions of the form contract P-37, must be submitted to Donald Perrin, Department of Administrative Services, at donald.perrin@nh.gov. All questions or request for modifications must be submitted in writing via e-mail no later than October 30, 2017 at 4:00 PM. Vendors must include complete contact information including the vendor's name, telephone number, fax number, and e-mail address. Any modifications will be issued in the form of a written addendum or addendums that will be posted on the State's website.

REGISTRATION REQUIREMENTS:

The following items **must** be included in the CEPS Qualification Statement (Phase I) in order to be approved to participate in Phase II of this RFP.

NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION REGISTRATION: Prior to supplying a proposal under this RFP, the vendor must be duly registered as an authorized "Competitive Electric Power Supplier" (CEPS) with the New Hampshire Public Utilities Commission (PUC). The selected vendor must remain registered with the PUC through the duration of this contract indicating that they are approved to supply electrical power in the LDC territory corresponding to the accounts for which they are bidding. Due to the assignment listed in the State's terms and conditions, any qualification statements/bids received from aggregators/brokers will be rejected. The proper forms and information on PUC certification can be found at: <http://www.puc.state.nh.us/regulatory/rules/puc2000.pdf>

STATE OF NEW HAMPSHIRE VENDOR APPLICATION: Prior to award of a contract, the vendor must be duly registered as an authorized vendor to conduct business with the State of New Hampshire. Phase I submittals shall include documentation that the vendor has completed the Vendor Application and that a W-9 Form is on file with the New Hampshire Bureau of Purchase and Property. The following website contains information and the required forms: <https://das.nh.gov/Purchasing/vendorresources.asp>.

NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION: Vendors must be listed as "in-good-standing" with the Secretary of State. Businesses are classified as 'domestic' (in-state) or 'foreign' (out-of-state). The following website has more information about the requirements and filing fees for both classifications: http://sos.nh.gov/Corp_Div.aspx

NEPOOL & ISO NEW ENGLAND: CEPS satisfying the abovementioned registration requirements must also meet all current requirements of NEPOOL, ISO New England, and the Local Distribution Company (LDC). Suppliers are also required to provide documentation of their ability to provide firm power to these accounts including system reserves for each account.

BID SUBMITTAL INSTRUCTIONS:

Each phase of the submittal process (Qualification Statements & Bid forms) may be hand delivered or mailed prior to the respective deadlines listed in the Project Schedule of Events to:

New Hampshire Department of Administrative Services
Bureau of Purchase and Property
Room 102, State House Annex
25 Capitol Street
Concord, NH 03301

(Phase II may be faxed to the attention of Donald Perrin at (603) 271-7564, or by email to prchweb@nh.gov. Submittals sent to any other fax or email address will not be accepted.)

PHASE I (due 11/6/17, 11:00 AM): Three copies and one original (marked as such) shall be delivered as a hard copy (no faxed or emailed formats will be accepted) in a sealed envelope, clearly labeled:
FIRM ELECTRIC POWER SUPPLY OFFER IN RESPONSE TO RFP 2018-202

PHASE II (due 11/15/17, Noon): The final section Bid Forms may be sent via mail, fax, email, or hand-delivery for easy insertion into the binders previously received during Phase I. All must be clearly labeled:
BID FORMS (PHASE II) IN RESPONSE TO RFP 2018-202

Should either of these submittals be received later than the designated dates and times listed herein, it will be deemed unacceptable and returned to the vendor.

PROPOSAL FORMAT & CONTENT DESCRIPTION: All proposals must follow the format outlined below in order to simplify the task of comparison for the evaluators. Three copies and one original (marked as such) shall be included. Each should be presented with section dividers labeled as indicated below. Phase II submissions will be inserted by DAS as part of Appendix I resulting in a complete package.

PHASE I: It is the intent of the State of New Hampshire to expedite the review process and allow a timely review of the actual offers made in Phase II of this RFP. Therefore, the following sections and content must be included within the Phase I submittal package. **All Phase I documents must be signed at the time of submittal. Failure to sign documents prior to the Phase II deadline will result in disqualification.**

Cover Page: entitled *Firm Electric Power Supply Offer in Response to RFP 2018-202*

Signed Transmittal Letter

Attach *General Provisions*
Attach *Additional Provisions*

Table of Contents

Section I – General Information

Company Profile & Contact Information

This section must include the legal name and address of the CEPS as well as any trade names under which it intends to operate. It must include all appropriate website addresses, telephone numbers, facsimile number, and email addresses. Furthermore, it should include the names, titles, and contact information of the principal officers; as well as the local point of contact (independent agents/brokers are unacceptable).

Corporate Resolution or Certificate of Authority

Current documentation identifying the corporate officer with the authority to sign contracts for the vendor must be provided. This person must sign any contracts that result from this RFP.

NHPUC Certification

Current documentation showing that the supplier is duly registered in good standing with the State of New Hampshire Public Utilities Commission must be provided.

State's Vendor Application

Documentation that an application has been submitted to the New Hampshire Bureau of Purchase and Property and that approval is forthcoming must be provided.

Secretary of State Classification

Documentation that the CEPS is in the process of becoming classified must be provided. Contracts may only be issued to classified vendors; approval is required prior to the contract execution.

Financial Ranking

Documentation from Fitch Ratings, Standard & Poor's, Morgan Stanley, Capital International, or equivalent rating system stating financial ranking must be provided.

References

Please provide a minimum of three references of past customers (within the last year) including company name and address, contact name and phone number, and the service supplied to that company (similar service to that requested through this RFP).

Section II – Quality of Service

Statement of Generation Sources & Fuel Types

Where practical, all responding CEPS shall identify the location of the generating plants prepared to satisfy the required load stated herein, and what generation sources they use.

New Hampshire Environmental Disclosure Label

The CEPS shall submit information on the power sources and air emissions associated with its electric supply

Customer Complaints Disclosure

A listing disclosing any and all customer complaints filed with any state consumer protection agency, attorney general and/or licensing bureau, etc. shall be included in the proposal.

Section III – Reliability of Service

Documentation Meeting the Requirements of NEPOOL & ISO-NE

Responding CEPS must submit evidence of current membership in the New England Power Pool (NEPOOL) and some documentation that they are in good standing or meet the requirements of the Independent System Operators of New England (ISO-NE).

Documentation Meeting the Requirements of the LDC

Please provide documentation listing all physical assets (if any) or agreements that will supply electricity should the plants listed above fail to support the State's energy needs.

Contractor Point of Contact

Please provide information on the Contractor Point of Contact as described in this RFP. At a minimum, please provide name, title, phone and fax numbers, and email and mailing addresses. Supporting documentation showing that the Point of Contact meets the requirements stated earlier in this RFP should also be included.

Section IV – Coordination of ServiceElectronic Transfers Documentation

Please provide certification of Electronic Data Interchange (EDI) testing completion from each LDC.

Sample of the Supplier's Customer Base

This sample should include customers who have electrical needs similar to the State's load listed in this RFP; specifically, the State would like to see experience with customers with a large number of individual electric accounts.

Appendix I – Addendums

Signed copies of all addenda

PHASE II: Upon evaluation of Phase I submissions, the selection committee will verify that all items listed above as Phase I requirements have been satisfied. Once the selection committee evaluates Phase I, CEPS will be notified of their eligibility for Phase II. All approved CEPS will be expected to submit, by the date and time listed under the Schedule of Events, a completed and signed Schedule of Rates.

CONTRACT PRICING FORMAT: The State understands that certain risks accompany market exposure and the buying format which is chosen. It is for this reason that the State must ask CEPS to respond to this RFP using two types of buying strategies and two targeted term lengths. They are:

BASE BID – LOW MARKET EXPOSURE – The CEPS's offer under this program shall be an **all-inclusive fixed price** for all required loads within the Respective Groups listed in Attachment A with the objective of providing cost certainty to State agencies for the duration of the term(s). CEPS must include offers for both Group A and or Group B for both the base bid and alternate, and all three term lengths listed or the bid offer will be deemed incomplete and will not be considered. The submitted electric supply offer shall be stated as \$/kWh (US dollars), with no distinction between on-peak and off-peak power. Furthermore, responses and the ultimate contract will be exempt from connection/service start-up fees, fuel surcharges, disconnect/switching fees, taxes, or misc. fees not stated here. Regulated charges now imposed by the FERC and/or ISO-NE, **with the exception of the Winter Reliability Program**, shall be included in the pricing offer. **The Winter Reliability Program Charges shall be billed as a direct pass through, with no mark-up, from the CEPS to the State. Do not include charges associated with the Winter Reliability Program in your pricing response to this RFP.**

ALTERNATE – LOW MARKET EXPOSURE WITH RENEWABLES – In accordance with the Governor's endorsement of the 25x25 Initiative, the State desires to develop a renewable power portfolio. Therefore, the requirement of this "Alternate" is for 25% of the load to be supplied through renewable sources (renewable energy certificates are acceptable) at an all-inclusive fixed price. Examples of renewable energy include wind, geothermal, hydrogen derived from biomass fuels or methane gas, ocean thermal, wave, current, or tidal energy, methane gas, biomass, solar and hydroelectric energy. The CEPS's offer under this "Alternate" must be for the same terms and buying strategies as the base bid. The CEPS should be aware that the renewable power offered shall be above and beyond what is currently required for their Renewable Portfolio Standard.

CHANGES IN TARIFF OR LAW:

If any existing laws or tariffs are revised, or if any new laws or tariffs are enacted that effect electricity rates, the Vendor shall have the right to pass on the cost increase to the State without any additional mark up. Such additional amounts will be included in subsequent invoices to the State. Any decreases shall be passed onto the State. The State shall be notified in writing 30 days prior to any fee changes.

CONTRACT INVOICING:

Billing by the CEPS will be done through the existing LDC billing method. Billed through the LDC, the CEPS shall be responsible for any cost incurred in the LDC billing statement to avoid late charges imposed in accordance with the LDC's rules. Any statement shall be final unless adjusted or questioned by either party within one year of the issuance of the invoice.

SELECTION PROCESS:

The State of New Hampshire, Division of Purchase & Property will evaluate suppliers meeting or exceeding the certification and qualification criteria listed above.

Per New Hampshire Statute RSA 21-I: 17-b, the assessment of an electrical power competitive bid must be evaluated on three distinct criteria in addition to price. The criteria are: Quality of Service, Reliability of Service, and Coordination of Service. The responding CEPS **must** include information pertinent to these issues (as stated above) in Phase I submittals.

Furthermore, a completed and signed copy of the Transmittal Letter must be included in the Phase I submittal. All Addendums must be signed and submitted. The final document, Appendix A – Schedule of Rates, must be received as the Phase II submittal in order to fully evaluate the pricing structure. A selection committee consisting of the Deputy Administrator of the Plant & Property Division, the designated Purchasing Agent, and the State Energy Manager will rate responses using the point system below.

QUALIFICATION STATEMENTS – AWARD CRITERIA (Phase I)		
<u>Quality of Service</u> 0-15 points	<u>Reliability of Service</u> 0-15 points	<u>Coordination of Service</u> 0-15 points
PROPOSAL CHARACTERISTICS POINT STRUCTURE DETAILS		
15 points – Outstanding The proposal is satisfactory in all aspects and contains many significant desirable characteristics beyond the satisfactory level.		
12 points – Above Average The proposal is satisfactory in all aspects and contains one or more significant desirable characteristics beyond the satisfactory level.		
9 points – Average The proposal is satisfactory in all aspects.		
3 points – Below Average The proposal is deficient in several characteristics.		
POWER SUPPLY OFFER – AWARD CRITERIA (Phase II)		
<u>Unit Price (\$\$/kWh)</u>		10-55 points
55 points – the lowest cost offer		
40 points – the second lowest cost offer		
25 points – the third lowest cost offer		
10 points – all offers more costly than the third lowest cost offer		
<i>Results of the evaluation of the Qualification Statements and Power Supply Offers will become public record only after an award of contract.</i>		

NON-COMMITMENT:

Notwithstanding any other provisions of this RFP to the contrary, the State does not commit to award any contracts. The State reserves the right; at any time, at its sole discretion, and without any obligation or liability to any vendor; to reject any and all bids or any portions thereof, to cancel this bid, and to solicit new bids under a new acquisition process.

PRIORITY OF DOCUMENTS:

In the case of any conflict among documents, the following is the order in which they shall prevail:

- (a) State of New Hampshire P-37 Terms and Conditions, General Provisions
- (b) Exhibit C, Special Provisions
- (c) Exhibit A, Scope of Services
- (d) Exhibit B, Contract Price/Payment Terms
- (e) Attachment Account Information
- (f) Department of Administrative Services RFP 2018-202, Firm Electric Supply, including all addendums incorporated herewith.

Applicable provisions will continue in effect, to the extent necessary, after termination or expiration of any contracts for the purposes of final billing, billing adjustments and payments, and any indemnification obligations. The section headings used herein are for reference purposes only and will in no way affect the meaning of the provisions of this document.

AWARD:

It is the intent of the State of New Hampshire to award one or two contracts by the Groups indicated in Appendix A- Schedule of Rates and Attachment A - Accounts with the qualified supplier(s) who will assume responsibility for all aspects of the electrical supply for the accounts listed within this RFP. Pricing Offers (numbered 1 through 6 in Appendix A) will be scored individually. The State will choose the term length and renewable energy option that best meets the needs of the State. The State may choose to combine Groups A and B into one contract if it is in the best interest of the State. Joint venture and cooperative proposals will not be considered.

The State's purchasing agent will initiate the award of a contract by re-submitting to the selected supplier an executed State of New Hampshire contract including the State's standard signature sheet accompanied by an executed State of New Hampshire Power Supply Agreement.

The State reserves the right to cancel all or any parts of the RFP at any time. Cancellation of the RFP, in whole or in part, shall not bar the State from issuing another RFP for the same services.

In Accordance with ADM 604.03, no material changes can be made to the specifications and or terms and conditions after the vendor inquiry period. Any material modifications to the specifications and or terms and condition will result in bid rejection.

RFP RESULTS:

Beyond the selected supplier, results or notice of selection will not be given over the telephone. Suppliers are encouraged to visit the Purchase & Property website after the response date to monitor any postings listed there in reference to this RFP. <https://das.nh.gov/Purchasing/vendorresources.asp>.

EXHIBIT A - SERVICES
STATE OF NEW HAMPSHIRE POWER SUPPLY AGREEMENT

This Agreement is made as of 11/20/2017, 2017 between The State of New Hampshire ("State") and ("Contractor") (the State and Vendor is each referred to herein as a "Party", or collectively as the "Parties"), both of which enter into this Agreement making each Party legally bound to agree as follows, all subject to satisfaction of the contingency set forth in Section 1 below:

1. SCOPE OF AGREEMENT

Contractor is a Competitive Electric Power Supplier. The Contractor shall sell and provide to the State EPS to the Point of Delivery for the Accounts, and the State shall exclusively purchase (solely for consumption of all such Accounts) and cause to be received from the Contractor, all required EPS during the Term.

All transactions herein shall be made in accordance with this Agreement, RFP 2018-202, Exhibit A, B, and C, Attachment A all other Exhibits and Appendices hereto, in the priority listed in the RFP. During the Term of this Agreement, Contractor reserves the right to manage the State's load under applicable rules and regulations of ISO-NE, including, without limitation, the supplying and/or settling of such load. The State shall also agree to execute and deliver any documents or instruments requested by Contractor for submission to ISO-NE or the LDC in connection with such load management.

2. DEFINITIONS

- **Accounts** - The electricity accounts comprising 84,937 MWhs annually and listed in the Attachment A of RFP 2018-202.
- **Agreement** - This legally binding contract, made up of this Power Supply Agreement, the documents listed in Section 5.1 hereof, and/or existing or future Amendments mutually agreed upon by all Parties.
- **Annual Excess Usage Payment** - The payment determined annually as defined in Exhibit B, Section 1.2.
- **Annual Deficiency Usage Payment** - The payment determined annually as defined in Exhibit B, Section 1.2.
- **Annual Usage Adjustment Payment** - The payment determined annually as defined in Exhibit B, Section 1.2.
- **Business Meters** - The billing non-residential electric meters of the LDC located at the States' facilities as listed in Attachment A.
- **Commission or PUC** - means NH Public Utilities Commission
- **Competitive Electric Power Supplier (CEPS)** - A certified (registered with the NH Public Utilities Commission as such) supplier approved to conduct business within the Local Distribution Company's territory which the Business Meters are located.
- **Contract Price** - The unit cost, expressed in \$/kWh as set forth in the Contractor's Schedule of Rates submitted as part of this Agreement. This shall include the energy costs and all Regulated Charges as defined within RFP 2018-202 and excludes all Distribution Charges and Winter Reliability Program Charges, which shall be passed through to, and paid by, the State.
- **Contract Value** - means, as of the Early Termination Date, the product of (a) the Price as applicable through the Expiration Date, and (b) the volume of electricity, based on historical usage, which would have been delivered through the Expiration Date had the Agreement (in whole, or in part as to any affected Accounts) continued effective through the Expiration Date.
- **Deficient Usage** - Defined in Exhibit B, Section 1.2.
- **Distribution Services** - The delivery of EPS to the State by the LDC.
- **Distribution Tariff or Charges** - Those charges payable to the LDC by the State (outside of this contract) for the delivery of the EPS.
- **Early Termination Date** - Defined in Section 8.6 of the Special Provisions.
- **Early Termination Fee** - Defined in Section 8.6 of the Special Provisions.
- **Electric Power Supply ("EPS")** - the delivery of full requirements electric power supply including energy, capacity and ancillary services. The expected quantity of EPS is stated on Exhibit B Contract Price/Payment Terms.

- **Excess Usage** - Defined in Exhibit B, Section 1.2.
- **Expiration Date** - Defined in Section 3.1 hereof.
- **FERC** – The Federal Energy Regulatory Commission.
- **Firm Power** – Power or power producing capacity intended to be available at ALL times during the term covered by this agreement, except as prevented by Force Majeure or the other Party's default under this agreement.
- **ISO-NE** - Independent System Operator of New England, Inc. or its successor.
- **kWh** - Kilowatt hour, a unit of energy equal to 1 kilowatt (*kW*) of power used for one hour.
- **Law** - any law; rule; regulation; ordinance; statute; judicial decision; administrative order; ISO operating guideline or protocol; LDC or ISO-NE tariff; market rule; operating protocols; nodal or zonal definitions; rule of a public utilities commission, public service commission, or similar state commission or agency having jurisdiction over Utilities and the electricity distribution system of the State in which the Accounts are located.
- **Local Distribution Company ("LDC or Utility")** - the local electricity distribution company owning and /or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.
- **LDC Delivery Charges** - means those recurring and non-recurring charges payable to the LDC in connection with transmission and distribution of electricity pursuant to this Agreement including, without limitation, all charges allowed or required by the New Hampshire Public Utilities Commission, NEPOOL, or any other governmental or regulatory authority or any third party. Examples of non-recurring LDC Delivery Charges include those arising from a move-in or switch, such as: special meter reads; service connection, disconnection, or reconnection fees; and meter tampering charges.
- **Market Value** - means, as of the Early Termination Date, the product of the: (a) the volume of electricity that would have been delivered through the Expiration Date had the Agreement (in whole, or in part as to any affected Accounts) continued effective through the Expiration Date; and (b) the lower of (i) the actual price(s) (or forecasted, if necessary) of wholesale electric service to Contractor under the CPS Agreement or (ii) the market price(s) at which such electricity are commercially available to Contractor. In determining Market Value, Contractor may consider, among other things, settlement prices of applicable NYMEX power futures contracts, quotations from leading dealers in energy swap contracts and other bona fide offers from parties participating in the wholesale and/or retail power markets, which may include Contractor and/or its affiliates, all as commercially available to Contractor and all as adjusted for a term ending on the Expiration Date, and accounting for any differences in transmission costs and volume, and applicable retail pricing adjustments.
- **NEPOOL** - The New England Power Pool or its successor.
- **Pass-Through Charges** – means (a) LDC Delivery Charges, (b) Winter Reliability Program Charges, and (c) costs and charges arising from a change in Law under Exhibit B, Section 1.4.
- **Point of Delivery** - The point(s) of interconnection between the NEPOOL Pool Transmission Facilities (PTF) and the non-PTF facilities of the LDC in the NEPOOL zone in which each Business Meter is located.
- **Price** - The unit price, expressed in \$/kWh, as set forth in Exhibit B, Contract Price/Payment Terms included as part of this Agreement.
- **Schedule of Rates** - The information set forth in Appendix A.
- **Start Date** – Defined in Section 3.1 hereof.
- **Taxes** - Any and all *ad valorem*, energy, transmission, utility, gross receipts, sales, use, consumption, excise, transaction, and other taxes, including new taxes which become applicable to this Agreement after the commencement of the Term, governmental charges, fees, or assessments, or increases therein, other than taxes based on Contractor's income or taxes levied on Contractor's real or personal property.
- **Term** - The duration, beginning on the Start Date and ending on the Expiration Date, during which Contractor delivers EPS to the State under this Agreement, as set forth in accordance with Section 3.1 and/or adjusted pursuant of Section 3.2. The Term shall include any Holdover Period.
- **Weighted Average LMP** - The weighted-average of the Day-Ahead Locational Marginal Price for the applicable congestion zone (adjusted to a per kWh basis). The usage of the State's Accounts shall be used to determine such weighting.

3. TERM

3.1 START / END DATE: This Agreement and all obligations of the Parties hereunder, shall become effective as of the date hereof. Contractor's EPS in respect of each Account shall begin on the first meter-read date of the first such Account on or after December 1, 2017 ('Start Date') and, subject to the remainder of this Section 3.1, shall expire on the first meter-read date of the last such Account on or after March 31, 2018/2019/2020 or September 30, 2019("Expiration Date"). If there is no mutual agreement to extend beyond the Expiration Date and the State has not actively switched service for the Accounts to another Competitive Electric Power Supplier or to the LDC, this Agreement shall remain effective after the Expiration Date on a month-to-month basis (the "Holdover Period") until this Agreement is terminated.

3.2 TERM ADJUSTMENTS: The delivery of EPS pursuant to this Agreement will begin on the Start Date and will end on the Expiration Date, subject to the Section 3.1 and provided that all requirements of this Agreement are met. Contractor shall use commercially reasonable efforts to promptly enroll the Accounts with the LDC in accordance with the intended Start Date, and the State will reasonably cooperate with Contractor's efforts to perform such enrollment. Contractor will not be held liable to the State for delay or failure in enrolling any Account if such delay or failure was due to any cause beyond Contractor's sole control.

3.3 TRANSFER OF OWNERSHIP: The Contractor shall be responsible to deliver the EPS, in compliance with the requirements of ISO-NE and NEPOOL, from the NEPOOL Transmission Facility (PTF) to the non-PTF "Point of Delivery" for distribution to the State. The distribution beyond the "Point of Delivery" shall be the responsibility of the LDC under the LDC's applicable tariffs. With respect to each Account, ownership of, and risk of loss with respect to the EPS will transfer to State at the Point of Delivery.

3.4 ADDING AND/OR DELETING ACCOUNTS: Subject to the Contractor's written consent and Section 4.2 below, the State may add to, and/or delete, Accounts from EPS under this Agreement. In order to do so, the State shall provide Contractor at least thirty (30) days' advance written notice prior to the intended start or end month. If Contractor so consents, the Parties will execute an amended Attachment A indicating the Accounts added and/or deleted.

4. MISCELLANEOUS

4.1 WARRANTIES: Contractor warrants (a) it has good title to all electricity delivered, (b) it has the right to sell the electricity to the State, and (c) the electricity will be free from all liens, encumbrances and all applicable Taxes that are imposed prior to passage of title. CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE QUALITY OF ELECTRICITY DELIVERED TO THE STATE PURSUANT TO THIS AGREEMENT, WHETHER WRITTEN, ORALLY EXPRESSED, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.2 LIMITATION ON LIABILITY: Unless otherwise expressly provided herein the following shall apply: Any liability (including liability for indemnity) under this Agreement will be limited to direct actual damages as the sole and exclusive remedy. Neither Party will be liable for consequential, incidental, special, punitive, exemplary or indirect damages, including lost profits or other business interruption damages, whether in tort or contract, under any indemnity provisions or otherwise in connection with this Agreement. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

5. STATEMENT OF CONFIRMATION

5.1 AGREEMENT TO TERMS AND CONDITIONS: The Parties, indicated by the signatures below, affirm that they have read this Agreement in its entirety and agree to the terms and conditions contained herein. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement. The priority of documentation is as follows:

This Agreement consists of the following documents in order of precedence:

- (a) State of New Hampshire P-37 Terms and Conditions, General Provisions
- (b) Exhibit C, Special Provisions
- (c) Exhibit A, Scope of Services
- (d) Exhibit B, Contract Price/Payment Terms
- (e) Attachment A, Account Information
- (f) Department of Administrative Services RFP 2018-202, Firm Electric Supply, including all addendums incorporated here within.

Except to the extent otherwise explicitly provided in this Agreement, no amendment to this Agreement, including the Schedule of Rates, will be valid or allowed, except by way of an amendment executed by both Parties.



State of New Hampshire P-37 Terms and Conditions, General Provisions

Subject: **Firm Electric Supply**

AGREEMENT

The State of New Hampshire and the Vendor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Direct Energy Business LLC		1.4 Contractor Address 1001 Liberty Avenue Pittsburgh, PA 15222	
1.5 Contractor Phone # 1-800-830-5923	1.6 Account Number Multiple	1.7 Completion Date September 30, 2019	1.8 Price Limitation \$7,248,000
1.9 Contract(s)ing Officer for State Agency Donald Perrin		1.10 State Agency Telephone Number (603) 271-7774	
1.11 Contractor Signature <i>[Signature]</i>		1.12 Name and Title of Contractor Signatory Kevin George manager Govt Sls	
1.13 Acknowledgement: State of <u>NJ</u> , County of <u>Middlesex</u> On <u>10/17/2021</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or a duly authorized representative, who acknowledged to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this agreement in the capacity indicated in block 1.12.			
1.14 Signature of Notary Public or Justice of the Peace <i>[Signature]</i> 15 2021 VICTORIA DYUMAN NOTARY PUBLIC STATE OF NEW JERSEY			
1.15 Title of Notary or Justice of the Peace			
1.14 State Agency Signature <i>[Signature]</i>		1.15 Name and Title of State Agency Signatory Charles Arlinghaus, Commissioner Department of Administrative Services	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

VD
11/20

EXHIBIT B – CONTRACT PRICE/PAYMENT TERMS
STATE OF NEW HAMPSHIRE POWER SUPPLY AGREEMENT

PRICING –SCHEDULE OF RATES:

1.1 CONTRACT PRICE The State shall purchase approximately 84937 MWh of electricity on an annual basis. Electricity or EPS shall be purchased for the accounts listed in Attachment A for an all-inclusive fixed price of \$0.0xxx per kWh with no distinction between on-peak and off-peak power. For EPS, each month the State shall pay Contractor (directly or through LDC billing) the sum of: (a) the product of electricity usage for the Accounts during the billing cycle and the fixed unit cost of \$0.0xxx per kWh; and (b) any Pass-Through Charges.

The Contract Price shall include physical line losses associated with the delivery of energy to the State on the NEPOOL Transmission Facilities (PTF) and on the transmission and distribution system of the LDC. The monthly payment by the State, as described above and in Section 2 below, shall constitute complete payment for the EPS supplied by the Contractor during the billing period stated on the State's monthly bill.

In addition to the fixed cost per kWh listed above, the Contractor shall have the right to pass through with no additional mark up the winter reliability charges. Such additional amounts shall be included in subsequent invoices to the State.

In addition to the unit price for electricity listed above the State shall pay the Contractor the Holdover Price during any Holdover Period.

Further, the Parties shall settle the Annual Usage Adjustment Payment as further described below in section 1.2, if any, on December 15 each year after the first year of EPS hereunder.

1.2 ANNUAL ADJUSTMENT FOR USAGE: If, for all Accounts (with usage netted and after Attachment A has been adjusted to take into consideration any added and/or deleted Accounts), actual annual kWhs of usage (beginning with the month December 2017) exceeds 120% of the annual contract amount (the excess usage above 120% being referred to as the "Excess Usage"), then the State will pay Contractor for all Excess Usage a per unit price equal to 125% of the Weighted Average LMP for such annual period (the "Annual Excess Usage Payment"). Such payment shall be settled on or before December 15 of each year following the annual period.

If, for all Accounts (with usage netted and after Attachment A has been adjusted to take into consideration any added and/or deleted Accounts), actual annual kWhs of usage (beginning with the month December 2017) falls below 80% of the annual contract amount (the deficient usage below 80% being referred to as the "Deficient Usage"), then the State will pay Contractor for all Deficient Usage a per unit price equal to the positive difference, if any, between (a) the Price minus (b) 75% multiplied by the Weighted Average LMP for such annual period (the "Annual Deficiency Usage Payment"). Such payment shall be on or before December 15 of each year following the annual period. Further, such payment shall be in addition to the State paying Contractor the Price for all actual usage of the Accounts.

The Annual Excess Usage Payment and the Annual Deficiency Usage Payment shall be referred to as the "Annual Usage Adjustment Payment" hereunder.

1.3 DISTRIBUTION SERVICES AND TARIFFS: The State shall be responsible for all LDC Delivery Charges. LDC Delivery Charges are not included in the Price.

1.4 CHANGES IN LAW: If any existing Laws are revised, or if there is a change to the way such Laws are interpreted by the LDC, ISO-NE, NEPOOL, FERC, or other state or governmental agency or court having jurisdiction, or if any new Laws are enacted that effect electricity costs, the Contractor shall have the right to pass on the cost increase to the State without any additional mark-up as a Pass-Through Charge. Such additional amount(s) will be included in subsequent invoices to the State. Any decreases in amount(s) shall be passed onto the State. A “change”, as used above, also includes, without limitation, any amendment, modification, nullification, suspension, repeal, or finding of unconstitutionality or unlawfulness. The State shall be notified in writing at least thirty (30) days prior to Contractor imposing an increase in Pass-Through Charges resulting from such change in Law. The State shall have no right to terminate this Agreement based on any such change in Law.

2. BILLING, PAYMENT, AND REPORTING REQUIREMENTS

2.1 METERING: Metering of EPS sold to the State pursuant to this Agreement shall be the responsibility of the LDC in accordance with the LDC's terms and conditions applicable to delivery of the EPS. Electricity usage for the Accounts shall be the usage reported by the LDC or, without such reported usage, usage estimated by the Contractor. The State shall execute any documentation required by the Contractor to obtain information from the LDC regarding the State and/or the Accounts.

The Contractor and the LDC will participate in electronic data transfer if necessary to provide information for monthly billing.

The State shall pay the LDC by ACH within 30 days of receipt of a properly documented invoice.

2.2 BILLING: The billing of Contractor's charges will take place through the LDC for each account number listed in Attachment A. Billed through the LDC, the Contractor shall be responsible for the cost, if any, of such LDC billing services. The State shall attempt to pay the LDC by the due date indicated on the LDC billing statement to avoid late charges imposed in accordance with the LDC's rules. Statements for multiple account numbers shall not be combined. The State expects to receive individual statements for each electric account number. If it is determined that the State has overpaid Contractor any amount(s), Contractor shall promptly refund such amount to State or provide a credit for such amount on State's next invoice. Any statement shall be final unless adjusted or questioned by either party within one (1) year after the issuance of the invoice.

2.3 REPORTING:

The Seller shall comply with one of the three following options, listed in preferential order of the State of NH:

1. Supply the State with weekly or more frequent access to electronic data that reflects the information reported on account invoices that have been generated since the previous report. This can be provided as a download from the supplier website or delivered to the State of NH via email or FTP site.
2. Provide the State of NH with access to a web portal that contains information on all accounts included in the contract. Information shall include up to date usage data including account number, energy consumed, period dates, and amount billed.
3. Supply the State of NH with periodic reports or spreadsheets that include account numbers and kWh purchased for each account for the period covered by the report. It may also include kWh purchased year-to-date for each account, total kWh year-to-date, projected kWh year-to-date based on full contract amount, and total cost year-to-date.

**EXHIBIT C – SPECIAL PROVISIONS
STATE OF NEW HAMPSHIRE POWER SUPPLY AGREEMENT**

The following will replace the corresponding provisions in the P-37, General Terms and Conditions:

1. Replace **3. EFFECTIVE DATE/COMPLETION OF SERVICES** with the following:

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Commissioner of Administrative Services, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Commissioner of Administrative Services approves this Agreement ("Effective Date"). The State shall give such notice of whether to proceed on or before 5:00 p.m., Concord, NH time, on November 15, 2017. Notwithstanding any provision to the contrary in this Agreement, if no such approval is given by such time, this Agreement shall terminate automatically and neither party will have any liability whatsoever to the other.

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed, Contractor must complete all Services by the Completion Date specified in block 1.7

2. Replace Section **4. CONDITIONAL NATURE OF AGREEMENT** with the following:

4. APPROPRIATIONS. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including , without limitation, the continuance of payments hereunder , are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds , the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination,

3. Replace Section **5. CONTRACTPRICE/PRICE LIMITATION/PAYMENT** with the following:

5.1 The Contract Price, method of payment, and terms of payment are identified and more particularly described in Exhibit B - Contract Price/Payment Terms.

5.2 Except as otherwise expressly provided in this Agreement, the payment by the State of the Contract Price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other that the Contract Price.

4. Replace Section **8. EVENT OF DEFAULT/REMEDIES** with the following:

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts by a Party shall constitute an event of default hereunder ("Event of Default"):

8.1.1 material failure by Contractor to provide EPS satisfactorily or on schedule;

8.1.2 failure by Contractor to submit any material report required hereunder;

8.1.3 failure by either party to perform any other material covenant, term of condition of this Agreement;

8.1.4 failure by the State to pay any amount due hereunder by the applicable due date; and /or

8.1.5 failure by the State to accept EPS with respect to one or more Accounts.

8.2 Upon the occurrence of any Event of Default, the non-defaulting Party may take any one, or more, or all, of the following actions in addition to Section 8.6 below and subject to Section 8.5 below:

8.2.1 give the other Party written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice, and if the Event of Default is not timely remedied; terminate this Agreement, effective two (2) days after giving the defaulting party notice of termination;

- 8.2.2 give the other Party written notice specifying the Event of Default and suspending all payments or services, **as applicable, to be made under this Agreement;**
- 8.2.3 set off against any other obligations, if any, the non-defaulting Party may owe to the defaulting Party any damages the non-defaulting Party suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.
- 8.3 If in the judgment of the State the Contractor's default is not substantial to require termination at that time, and the Contractor is not curing the default, and the default is capable of being cured by another resource without unduly interfering with Contractor's continued performance, the State may at its discretion provide or procure services reasonably necessary to cure the default, and Contractor shall reimburse the State for the reasonable cost of such services. Contractor must cooperate with the State and resources in any such efforts to cure the default.
- 8.4 No remedy conferred under the Agreement is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. The State's election of any or more remedies shall not constitute a waiver of its right to pursue other available remedies.
- 8.5 The Contractor's and the State's monetary liability to each other shall not exceed the total Contract Value of the Effective Date. This limitation shall be subject to Section 4.2 of Exhibit A, but not include the Contractor's indemnification obligations under Section 13 of these Special Provisions and the following:
 - (a) death, bodily injury or damage to real or personal property;
 - (b) misappropriation or infringement of any intellectual property including but not limited to any patent or copyright or any unauthorized use of any trade secret;
 - (c) third party losses accruing to the other Party's third party vendors, subcontractor, materials, laborers or another person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of the Agreement;
 - (d) personal injury;
 - (e) disclosure of confidential information; and
 - (f) failure to meet any applicable statutes, regulations codes, or guidelines.
- 8.6 If the State terminates this Agreement when Contractor is not subject to an Event of Default, (the date of any such event being an "Early Termination Date"), Contractor may, at its sole option, terminate their Agreement, pursue all rights and remedies available to the Contractor as set forth herein, and pursue those available to the Contractor both in law and in equity. Without limiting all damages to which Contractor may be entitled to recover, the State shall, in any such case, pay Contractor the positive difference between Contract Value and Market Value, subject to Section 8.5 above (the "Early Termination Fee"). The Early Termination Fee shall be paid to Contractor within twenty (20) business days after the date on which the Contractor advises the State of the amount due. This provision shall not apply if the State's appropriation is reduced or eliminated as provided in Section 4 of these Special Provisions.
- 8.7 Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of the Agreement.

5. Delete Section 10. **TERMINATION**.

6. Replace Section **12 ASSIGNMENT/DELEGATION/SUBCONTRACTS** with the following:

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services, which consent shall not be unreasonably withheld. The State shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of the Contractor, which consent shall not be unreasonably withheld.

The assignment or transfer of any rights under this Agreement shall be effective when the assignee or transferee agrees in writing to assume all of the obligations of the assignor or transferor and to be bound by all of the provisions and conditions of this Agreement, which consent shall not be unreasonably withheld. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Any assignment in violation of this Section shall be void.

In the event the Contractor should change ownership for any reason whatsoever, the State shall have the option of continuing under the contract with the Contractor or its successors or assigns for the full remaining term of the Contract; continuing under the Contract with the Contractor or its successors for such period of time as

Contractor Initials VD
 Date 11/20

determined necessary by the State; or immediately terminating the Agreement without penalties, fees or legal action including, but not limited to the Early Termination under Section 8.6 of these Special Provisions.

7. Replace Section **13. INDEMNIFICATION** with the following:

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all third party claims, liabilities or penalties asserted against or suffered by the State, its officers and employees on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the negligent acts or omissions of the Contractor with respect to the distribution or consumption of electricity before the Point of Delivery.

8. Replace Section **14. INSURANCE** with the following:

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident and no less than \$1,000,000 in excess/umbrella liability each occurrence.

14.2 The policy described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire⁴ by the N. H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewals(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and or incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

9. Replace **16. WAIVER OF BREACH** with the following:

16. WAIVER OF BREACH. No failure by a Party to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the other Party.

10. Add the following section:

25. FORCE MAJEURE. A "Force Majeure" event or circumstance shall be one in which a Party is prevented from performing and is not within the reasonable control of either party or the result of the negligence of either Party including, but not limited to, acts of God; strikes; black outs; riots; acts of wear; civil disturbance; sabotage; facility failure; curtailment, disruption, or interruption of distribution, transmission, or supply; declaration of emergency by the Utility or ISO; regulatory or legislative action; action or restraint by court order of governmental authority; epidemics; acts of Government; fire; nuclear accidents; earthquakes; unusually severe weather. If either Party is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as practicable after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than the obligation to make payments then due or becoming due with respect to performance prior to the event) will be suspended to the extent required by disaster or emergency. The Party claiming Force Majeure will make all reasonable attempts to remedy the effects of the Force Majeure and continue performance under this Agreement with all reasonable dispatch,; provided, however, that no provision of this Agreement shall be interpreted to require Contractor to deliver, or the State to receive, electricity at any point other than Point of Delivery. Force Majeure shall not include either Party's decision to shut down, sell or relocate its facilities.

APPENDIX A to the State of New Hampshire Power Supply Agreement
Schedule of Rates

CONTRACT RATE: This Appendix represents the legally binding rate structure, which the Vendor, Direct Energy Business LLC, has agreed to sell the Electric Power Supply (EPS) to the State of New Hampshire for a contract price equal to the "per kWh" price structure below. This agreement is subject to all terms contained in the State of New Hampshire Power Supply Agreement.

SCHEDULE OF RATES: Direct Energy Business LLC agrees to sell at an All Inclusive Fixed Price, and the State of New Hampshire agrees to purchase the EPS for its accounts listed in Groups A and or B on Attachment A of RFP 2018-202. The Contract Rate shall be multiplied by the metered required portion of the EPS on a monthly basis and billed to the State in a fashion described in Exhibit B.

ESTIMATED USAGE: The annual quantiles (kWh) of EPS included in this offer sheet, Appendix A Schedule of Rates are estimates only, based on 12 months of past history. These quantiles are indicated for informational purposes only.

REQUESTED OFFERS: Direct Energy Business LLC respectfully submits this Schedule of Rates for all accounts listed within Attachment A of RFP 2018-202; based on a term of 4, 16, 22, or 28 months; additionally submitted is a renewable energy option as requested.

This schedule of rates is duly submitted as part of the Exhibit B – State of New Hampshire Power Supply Agreement. Please note that it is the understanding of Direct Energy Business LLC that the State of New Hampshire will select the Option and Term that best fit its needs and a final contract reflecting those choices may be executed for the EPS purchase in whole or a portion thereof.

PRICING OFFER

(All offers based on annual usage of 38,336,000kWh for Group A and 46,601,000kWh for Group B)

Base Offer					
(1) Group A <small>Eversource</small>		(2) Group B <small>Unit</small>		(3) Groups A+B Combined	
4-month	\$0.09636	4-month	\$0.09925	4-month	\$0.09793
16-month	\$0.08635	16-month	\$0.08903	16-month	\$0.08782
22-month	\$0.08106	22-month	\$0.08323	22-month	\$0.08226
28-month	\$0.08266	28-month	\$0.08499	28-month	\$0.08394
Alternate Offer – 25% Renewable Power					
(4) Group A		(5) Group B		(6) Groups A+B Combined	
4-month	\$0.09646	4-month	\$0.09935	4-month	\$0.09803
16-month	\$0.08645	16-month	\$0.08913	16-month	\$0.08792
22-month	\$0.08116	22-month	\$0.08333	22-month	\$0.08236
28-month	\$0.08276	28-month	\$0.08509	28-month	\$0.08404

CA 11/15/17

CA 11/15/17

Respectfully Submitted: Victoria Dyciman
 Representing: Direct Energy Business LLC
 Date: 11/15/17
 Signature: Victoria Dyciman

Agency Name	Facility Name	Account #	Vendor Name	Annual Usage (kWh)
Group A				
Adjutant General	Manchester R/C	56917917064	EVERSOURCE	292,080
Adjutant General	TS - Admin Bldg 1	56070736087	EVERSOURCE	165,200
Adjutant General	Milford R/C	56787090059	EVERSOURCE	59,301
Adjutant General	Nashua R/C -	56658907043	EVERSOURCE	62,780
Adjutant General	TS - Thomas Hall Bldg 6	56062901061	EVERSOURCE	60,865
Adjutant General	Hillsborough FMS -	56017515057	EVERSOURCE	52,600
Adjutant General	Keene R/C -	56407411008	EVERSOURCE	41,217
Adjutant General	Franklin R/C -	56429101074	EVERSOURCE	48,381
Adjutant General	Somersworth R/C -	56783551062	EVERSOURCE	33,705
Adjutant General	Portsmouth R/C -	56017701046	EVERSOURCE	74,334
Adjutant General	Berlin R/C -	56150321073	EVERSOURCE	37,920
Adjutant General	Hillsborough R/C -	56076811033	EVERSOURCE	28,377
Adjutant General	TS - Building 10	56016856049	EVERSOURCE	21,909
Adjutant General	TS - Lower Foss Bldg 4	56064536071	EVERSOURCE	39,726
Adjutant General	Somersworth Maint Training Bays	56841221054	EVERSOURCE	28,654
Adjutant General	TS - Vault Pad	56862676079	EVERSOURCE	41,978
Adjutant General	TS - Building 9 Storage Shed	56316336080	EVERSOURCE	7,063
Adjutant General	TS - Upper Foss Bldg 2	56280901018	EVERSOURCE	4,436
Adjutant General	Rochester R/C -	56292136009	EVERSOURCE	33,900
Adjutant General	TS - Building 11	56013756093	EVERSOURCE	13,799
Adjutant General	TS - Cooper House Bldg 7	56111901039	EVERSOURCE	12,481
Adjutant General	Lancaster R/C -	56649880044	EVERSOURCE	10,080
Adjutant General	TS - McLean Bldg 3	56251901070	EVERSOURCE	909
Adjutant General	TS - Skills Bldg 8	56568636070	EVERSOURCE	10,230
Adjutant General	Milford CHP -	56337090013	EVERSOURCE	3,500
Adjutant General	Raymond Bisson	56150116044	EVERSOURCE	24,578
Adjutant General	Pease	8002009-02-07	EVERSOURCE	5,874,334
Administrative Services	Berlin District Court	56251025078	Eversource	190,720
Administrative Services	Carroll County Courthouse	56489941054	Eversource	93,280
Administrative Services	Conway Circuit Court	56204601058	Eversource	84,335
Administrative Services	Coos Superior Courthouse	8002508-02-2-9	Eversource	336,160
Administrative Services	Derry District Courthouse	56688341072	Eversource	173,320
Administrative Services	Dover District Court	56107841017	Eversource	52,480
Administrative Services	Franklin District Courthouse	56804341097	Eversource	93,434
Administrative Services	Hillsborough Superior Courthouse North	8001459-01-0-5	Eversource	169,200
Administrative Services	Hillsborough Superior Courthouse South	8001644-02-5-9	Eversource	948,000
Administrative Services	Jaffrey-Peterborough District Courthouse	56994841070	Eversource	239,566
Administrative Services	Laconia - Lakes Region Facility	56175105071	Eversource	9,352
Administrative Services	Laconia - Lakes Region Facility	56552005019	Eversource	19,465
Administrative Services	Laconia - Lakes Region Facility	56793794017	Eversource	8,155
Administrative Services	Laconia - Lakes Region Facility	8000545-02-6-9	Eversource Energy	200,430
Administrative Services	Laconia District Courthouse	56361321045	Eversource	226,543
Administrative Services	Manchester District Courthouse	56956141014	Eversource	284,880
Administrative Services	Manchester District Courthouse	8005461-01-1-0	Eversource Energy	323,200
Administrative Services	Merrimack Courthouse	56909625014	Eversource	252,000
Administrative Services	Milford District Courthouse	56241421056	Eversource	16,425
Administrative Services	Milford District Courthouse	56334421047	Eversource	18,320
Administrative Services	Monadnock Mill	56241151018	Eversource	242,160
Administrative Services	Portsmouth District Courthouse	56592911010	Eversource	144,400
Administrative Services	Rochester District Courthouse	56587680026	Eversource	99,873
Corrections	Berlin - Administration/Public	8004364-02-6-9	Eversource	3,132,702
Corrections	Berlin - Warehouse/Garage	56674641063	Eversource	99,272
Corrections	Manchester - Calumet Back House	56587401092	Eversource	3,446
Corrections	Manchester - Calumet House	56840501001	Eversource	138,120
Dept of Safety	DMV - Gorham	56540907045 964090007	Eversource Energy	25,681
Dept of Safety	DMV Doverpoint - Substation	56735390015 61366000E	Eversource	14,586
Dept of Safety	DMV Doverpoint - Substation	56825390057 05756000E	Eversource	67,640
Dept of Safety	DMV Manchester Sub Station	56111351052 667511003	Eversource	19,893
Dept of Safety	DMV Manchester Sub Station	56376351037 969411008	Eversource	41,275
Dept of Safety	DMV-Newport Substation	56735777062	Eversource Energy	19,760
Dept of Safety	E-911 Laconia PSAP	56802641019 39490100C	Eversource	403,480
Dept of Safety	Fire Academy North Country Training Facility	56616246013 71304300E	Eversource Energy	4,451
Dept of Safety	Marina Patrol Headquarters - Boathouse	56959597024	Eversource	198,400
Dept of Safety	Marine Patrol Boater Ed & Boat Storage Bldg	56959841081	Eversource	37,200
Dept of Safety	State Police Radio Transmission Sites	56044490035	Eversource	43,054
Dept of Safety	State Police Radio Transmission Sites	56438441099	Eversource	29,940
Dept of Safety	State Police Radio Transmission Sites	56447441098	Eversource	2,550
Dept of Safety	State Police Radio Transmission Sites	56631541083	Eversource	27,130
Dept of Safety	State Police Radio Transmission Sites	56872741004	Eversource	27,125
Dept of Safety	State Police Troop B Bedford	56946384021	Eversource	105,200
Dept of Safety	Troop A - MV Substation	56742101058 83627000S	Eversource	70,536
Dept of Safety	Troop B - MV Substation / Fire Standard	56053201083 444370004	Eversource	31,960
Dept of Safety	Troop C - MV Substation	56959790080 297960001	Eversource	101,610
Dept of Safety	Troop E - MV Substation	56660111089 72418000C	Eversource	72,685
Dept of Safety	Troop F - MV Substation	56920690013	Eversource	69,898
Dept of Safety	Windham Weigh Station (North) - DOT Owned	56019541010 937901001	Eversource	14,178
Dept of Safety	Windham Weigh Station (South) - (DOT Owned)	56263641029 70390100	Eversource	19,634
DOT	Bridge Maintenance Crew 01	56601641012	Eversource	5,228
DOT	Bridge Maintenance Crew 02	56659490072-444760003	Eversource	7,301
DOT	Bridge Maintenance Crew 03	56813931086	Eversource	6,656
DOT	Bridge Maintenance Crew 05	56659490072-668570008	Eversource	3,852
DOT	Bridge Maintenance Crew 06	56659490072-273580005	Eversource	12,130
DOT	Bridge Maintenance Crew 07	56997541040	Eversource	6,940
DOT	Bridge Maintenance Crew 08 NEW	56503955072	Eversource Energy	5,861

Agency Name	Facility Name	Account #	Vendor Name	Annual Usage (kWh)
Group A				
DOT	Bridge Maintenance Crew 11	56453997074	Eversource	2,082
DOT	Bridge Maintenance Crew 13 Franklin Carpentry Bldg	56659490072-066680002	Eversource	20,545
DOT	Bridge Maintenance Crew 13 Franklin Office Bldg	56220711014-325780005	Eversource Energy	16,818
DOT	Bridge Maintenance Crew 13B Bailey Crane Bldg	56361390024	Eversource	5,131
DOT	Bridge Maintenance Crew 13B Bailey Office Bldg	56659490072-484560008	Eversource	1,880
DOT	Bridge Maintenance Crew 14	56224325043	Eversource Energy	7,905
DOT	Bridge Maintenance Crew 15	56061411054	Eversource	8,049
DOT	Bridge Maintenance Crew 15	56293411054	Eversource	19,991
DOT	Bridge Maintenance Crew 5 2nd Building	56546396086-568253004	Eversource	3,315
DOT	District 1 - Shed 101U	56366831048	Eversource Energy	6,219
DOT	District 1 - Shed 102	56060547064	Eversource Energy	13,170
DOT	District 1 - Shed 102	56098501042	Eversource Energy	2,589
DOT	District 1 - Shed 103	56846580041	Eversource Energy	10,721
DOT	District 1 - Shed 104	56260111000	Eversource Energy	9,034
DOT	District 1 - Shed 105	56871190088	Eversource Energy	10,041
DOT	District 1 - Shed 106	56959611096	Eversource Energy	12,973
DOT	District 1 - Shed 107L	56544121023	Eversource Energy	76,880
DOT	District 1 - Shed 107W	56043290048	Eversource Energy	11,811
DOT	District 1 - Shed 108	56696580000	Eversource Energy	7,309
DOT	District 1 - Shed 109	56191321025	Eversource Energy	2,082
DOT	District 1 - Shed 109	56191321025HW	Eversource Energy	14,882
DOT	District 1 - Shed 109P	56933801045	Eversource Energy	8,725
DOT	District 1 - Shed 112	56367521002	Eversource Energy	12,631
DOT	District 1 - Shed 112	56367521002HW	Eversource Energy	1,415
DOT	District 1 - Shed 112 Construction Trailer	56804006054	Eversource Energy	29,667
DOT	District 1 - Shed 112T (Old 111 shed)	56579590035	Eversource Energy	10,612
DOT	District 1 - Shed 112T (Old 111 shed)	56580690097	Eversource Energy	9,960
DOT	District 1 - Shed 114F	56113890024	Eversource Energy	5,524
DOT	District 1 - Shed 114R	56841174055	Eversource Energy	5,156
DOT	District 1 - Shed 116	56049541055	Eversource Energy	14,425
DOT	District 1 - Shed 124	56235601085	Eversource Energy	22,273
DOT	District 2 - Shed 201	56277251039	Eversource	6,700
DOT	District 2 - Shed 206	56708211016-466160005	Eversource	18,275
DOT	District 2 - Shed 211	56708211016-132560004	Eversource	8,732
DOT	District 2 - Shed 213	56564841062	Eversource	13,572
DOT	District 2 - Shed 213 (Old)	56708211016-185380007	Eversource Energy	8,304
DOT	District 2 - Shed 214	56708211016-709170009/16917000C	Eversource	1,635
DOT	District 2 - Shed 214 (Old)	56466651080	Eversource Energy	30,362
DOT	District 3 - District Office	56620931048	Eversource	17,000
DOT	District 3 - Shed 301	56230974008	Eversource	6,626
DOT	District 3 - Shed 301	56884684002	Eversource	36,949
DOT	District 3 - Shed 302	56746646025	Eversource	1,983
DOT	District 3 - Shed 302	56920541091	Eversource	11,164
DOT	District 3 - Shed 303	56867656035	Eversource	15,237
DOT	District 3 - Shed 312	56436501084	Eversource	27,485
DOT	District 3 - Shed 313	56068601079	Eversource	7,547
DOT	District 3 - Shed 313	56240556001 SHED 313	Eversource	3,351
DOT	District 3 - Shed 314 plus Lily Pond	56082656083	Eversource Energy	7,919
DOT	District 3 - Shed 314 plus Lily Pond	56608831061	Eversource	15,733
DOT	District 3 - Shed 316	56007990021	Eversource	19,238
DOT	District 3 - Shed 324	56643111081	Eversource Energy	48,818
DOT	District 3 - Shed 324	56872656087-SHED	Eversource	17,970
DOT	District 4 - 406 Warehouse	56890880040-924823001	Eversource Energy	2,429
DOT	District 4 - 408 Non Building	56890880040-077901007	Eversource Energy	3,908
DOT	District 4 - 413 Non Building	56091931030-386301001	Eversource Energy	1,326
DOT	District 4 - District Office	56890880040-146480000	Eversource	50,520
DOT	District 4 - Shed 403	56890880040-370460003	Eversource	7,589
DOT	District 4 - Shed 403	56890880040-907360000	Eversource	1,202
DOT	District 4 - Shed 403A	56890880040-106170007	Eversource	1,711
DOT	District 4 - Shed 404	56890880040-046290009	Eversource	9,000
DOT	District 4 - Shed 404	56890880040-936290009	Eversource	9,186
DOT	District 4 - Shed 405	56890880040-113080008	Eversource	16,784
DOT	District 4 - Shed 405	56890880040-469970002	Eversource	1,231
DOT	District 4 - Shed 405A	56890880040-37787000E	Eversource	5,708
DOT	District 4 - Shed 406	56890880040-189480001	Eversource	7,996
DOT	District 4 - Shed 406	56890880040-942480002	Eversource	7,996
DOT	District 4 - Shed 407	56890880040-041401002	Eversource	8,640
DOT	District 4 - Shed 408	56890880040-720460009	Eversource	5,000
DOT	District 4 - Shed 408	56890880040-863460001	Eversource	5,383
DOT	District 4 - Shed 409	56890880040-144601008	Eversource	8,357
DOT	District 4 - Shed 410	56890880040-4509800004	Eversource	9,275
DOT	District 4 - Shed 410	56890880040-969880002	Eversource	928
DOT	District 4 - Shed 411	56890880040-239080001	Eversource	9,094
DOT	District 4 - Shed 411	56890880040-606080009	Eversource	946
DOT	District 4 - Shed 412	56890880040-560160001	Eversource	5,230
DOT	District 4 - Shed 412	56890880040-972160003	Eversource	5,500
DOT	District 4 - Shed 413	56890880040-204470002	Eversource	24,167
DOT	District 4 - Shed 413	56890880040-477470009	Eversource	1,582
DOT	District 4 - Shed 414	56890880040-270380009	Eversource	8,000
DOT	District 4 - Shed 414	56890880040-525380005	Eversource	8,974
DOT	District 4 - Shed 415	56890880040-742290005	Eversource	8,335
DOT	District 4 - Shed 415	56890880040-785601000	Eversource	8,000
DOT	District 5 - Shed 504	56669190027-834460008	Eversource	10,236
DOT	District 5 - Shed 506	56669190027-604670007	Eversource	23,315

Agency Name	Facility Name	Account #	Vendor Name	Annual Usage (kWh)
Group A				
DOT	District 5 - Shed 506	56669190027-789570000	Eversource	1,605
DOT	District 5 - Shed 507 Goffstown	56417251055-584401008	Eversource Energy	12,103
DOT	District 5 - Shed 507 New Bost	56417251055-674601005	Eversource Energy	6,672
DOT	District 5 - Shed 508	56417251055-693511006	Eversource	23,386
DOT	District 5 - Shed 509	56417251055-235160002	Eversource	41,965
DOT	District 5 - Shed 510	56669190027-699480008	Eversource	19,917
DOT	District 5 - Shed 510	56669190027-849480004	Eversource	16,622
DOT	District 5 - Shed 511 NEW	56829225093-573503002	Eversource Energy	57,422
DOT	District 5 - Shed 512	56669190027-472470008	Eversource	21,912
DOT	District 5 - Shed 513 Chester	56417251055-766511008	Eversource	17,233
DOT	District 5 - Shed 515	56417251055-468201004	Eversource	14,654
DOT	District 5 - Shed 516	56417251055-244170008	Eversource	2,136
DOT	District 5 - Shed 516	56417251055-928170003	Eversource Energy	12,199
DOT	District 5 - Shed 526	56417251055-639160000	Eversource	43,046
DOT	District 5 - Shed 527	56417251055-460670002	Eversource	50,235
DOT	District 5 - Shed 527	56417251055-737901002	Eversource Energy	7,588
DOT	District 5 - Shed 528 NEW	56826867079	Eversource	73,581
DOT	District 5 - Shed 528	56669190027-185880007	Eversource	37,860
DOT	District 5 - Shed 528 Brine Bldg	56669190027-133511004	Eversource	10,940
DOT	District 6 - District Office	56094526050-872280008	Eversource Energy	12,661
DOT	District 6 - Shed 601	56462426016-408290003	Eversource	6,073
DOT	District 6 - Shed 602	56860297076	Eversource	20,949
DOT	District 6 - Shed 603	56024426017-815780006	Eversource	6,615
DOT	District 6 - Shed 604	56320626088-063580000	Eversource	10,987
DOT	District 6 - Shed 605	56107526089-234070000	Eversource Energy	7,726
DOT	District 6 - Shed 606	56150651008-665711009	Eversource	12,815
DOT	District 6 - Shed 606A	56324526003-060290005	Eversource	1,943
DOT	District 6 - Shed 608	56658626049-490370003	Eversource	13,005
DOT	District 6 - Shed 609	56748526050-019480009	Eversource	12,406
DOT	District 6 - Shed 610	56771901097-253880008	Eversource	9,584
DOT	District 6 - Shed 612	56475526091-492270008	Eversource	14,230
DOT	Mechanical Services Satellite Garage - No. Hampton	56687001016	Eversource Energy	37,772
DOT	Mechanical Services Satellite Garage - Ossipee	56269790069	Eversource Energy	33,728
DOT	Mechanical Services Satellite Garage - Twin Mtn	56169590031	Eversource Energy	31,694
DOT	Turnpikes - Bedford Main Toll- 7032	56650621030	Eversource	259,204
DOT	Turnpikes - Bedford Road Toll- 7033	56823431085	Eversource	5,923
DOT	Turnpikes - Bedford Road Toll- 7033	56940431059	Eversource	4,142
DOT	Turnpikes - Dover Maintenance -7014	56817590094-570270002	Eversource	57,591
DOT	Turnpikes - Dover Toll- 7043	56817590094-490270007	Eversource	157,800
DOT	Turnpikes - Exit 11 Toll- 7034	56067831065	Eversource	130,930
DOT	Turnpikes - EZPASS/DMV	56746741008	Eversource	116,813
DOT	Turnpikes - Hooksett Toll- 7030	56817590094-362170006	Eversource	536,375
DOT	Turnpikes - Merrimack Industrial Toll- 7035	56695231050	Eversource	153,680
DOT	Turnpikes - Merrimack Maintenance- 7012	56117341084	Eversource	46,117
DOT	Turnpikes - Nashua Maintenance- 7010	56639441047	Eversource	34,210
DOT	Turnpikes - Rochester Maintenance 7023	56930267083	Eversource Energy	60,480
DOT	Turnpikes - Rochester Toll- 7044	56817590094-246680004	Eversource	149,797
DRED	(BBR00W) Well Pumps at Campground	56185501038	Eversource	1,208
DRED	(BBR18) Campground Toilet Building #1	56032651010	Eversource	1,863
DRED	(BBR24) CG Registration Building	56858651086	Eversource	5,594
DRED	(BBR93) Campground Shower Building	56486041015	Eversource	7,649
DRED	(BBW83) - DRED Warehouse	56355874009	Eversource	62,400
DRED	(BLK01) Belknap Fire tower	56083694067	Eversource	123,400
DRED	(DT101) - Colebrook Rest Area	56603575069	Eversource Energy	4,260
DRED	(DT301) - Sanbornton Rest Area	56553875055	Eversource Energy	25,440
DRED	(DT301) - Sanbornton Rest Area	56917875080	Eversource Energy	4,040
DRED	(DT501) Sutton Rest Area	56089185060	Eversource Energy	16,380
DRED	(ELL02) Cottage	56781931076	Eversource	4,421
DRED	(ELL04) Laundry/Bathhouse	56443211040	Eversource	39,885
DRED	(ELL06) Beach Bathhouse	56882741051	Eversource	4,982
DRED	(FOX01) Headquarters Building	56968690024	Eversource	7,986
DRED	(FOX04) Conference Building	56647741040	Eversource	2,507
DRED	(FPH01) Pierce Homestead	56073836082	Eversource Energy	7,078
DRED	(GRN01) Manager's House/Office/Adminbldg	56568501084	Eversource	35,280
DRED	(GRN08) Refreshment Stand	56293331070	Eversource	8,950
DRED	(HBN01) Toilet North Hampton State Park	56191246008	Eversource Energy	7,315
DRED	(JLR01) Jericho bathhouse	56516467016	Eversource Energy	7,782
DRED	(JLR06) Jericho Visitors Center	56389545039	Eversource Energy	11,860
DRED	(LFR01) Residence (w/ Camp Sites)	56450780093	Eversource	12,878
DRED	(LFR05) Bathhouse & Visitors Center	56636541013	Eversource	8,121
DRED	(LFR06) Trails Garage	56402215008	Eversource	4,111
DRED	(MBR01) Administration Bldg	56905021051	Eversource	6,894
DRED	(MBR02) Maintenance Shop	56896021060	Eversource	13,833
DRED	(MBR03) Shower/Toilet Bldg	56884680034	Eversource	7,452
DRED	(MHL01) Caretaker's House	56800780033-A	Eversource	3,006
DRED	(MIL08) Fire Tower	56938046059	Eversource Energy	2,871
DRED	(MIL09) Communication Building	56433377066	Eversource Energy	7,564
DRED	(MLH01) Fire Tower	56530780097	Eversource Energy	6,787
DRED	(MLH01) Fire Tower	56405236035	Eversource Energy	20,668
DRED	(MOD01) Manager's Residence	56075021097	Eversource Energy	1,745
DRED	(MOD02) Warden's Cabin	56466021037	Eversource	29,703
DRED	(MOD05) Park Store	56651631061	Eversource	10,988
DRED	(MOD24) Campground Bathhouse	56649674090	Eversource Energy	1,670
DRED	(MOD24) Campground Bathhouse	56314515065	Eversource Energy	2,256

Agency Name	Facility Name	Account #	Vendor Name	Annual Usage (kWh)
Group A				
DRED	(MOL01) Office	56505580092	Eversource	2,647
DRED	(MTW01) Sherman Adams Building	80052120187	Eversource Energy	616,500
DRED	(NHQ01) North Region Headquarters	56901041020	Eversource	23,680
DRED	(ODN01) Science Center	56690931035	Eversource Energy	236,974
DRED	(PGH01) Maintenance Garage	56414701094	Eversource	1,314
DRED	(PGH03) Visitor's Center	56786241075	Eversource	3,536
DRED	(RBT01) Frost Homestead	56665911004	Eversource	6,027
DRED	(ROL01) Cottage	56761021039-A	Eversource	1,223
DRED	(SHL01) Forestry Learning Center	56698390069	Eversource	1,659
DRED	(SUN04) Bath house/Concession	56041090077	Eversource	12,068
DRED	(SUN08) Campground Pump House	56699831095	Eversource	1,353
DRED	(SVL01) Concession Stand/Office	56699831095	Eversource	3,674
DRED	(UMB00) Umbagog All Buildings Meter on pole	56582051090	Eversource	36,987
DRED	(UMB00) Umbagog RV Loop East	56645351081	Eversource	7,415
DRED	(UMB00) Umbagog RV Loop West	56933351041	Eversource	2,445
DRED	(URB01) Admin/Stone House	56204980064	Eversource	11,544
DRED	(URB02) Learning Center / Meeting Barn	56319051090	Eversource	10,981
DRED	(URB03) Maintenance Barn	56980151062	Eversource	5,060
DRED	(WAD02) Cottage & Garage	56684741010	Eversource	1,209
DRED	(WAL01) Main Building	56723811014	Eversource	7,758
DRED	(WAL02) Toll Booth	56514811025	Eversource	11,294
DRED	(WCM01) Wentworth Coolidge Mansion	56202541058	Eversource Energy	11,524
DRED	(WCM01) Wentworth Coolidge Mansion	56042090092	Eversource	10,698
DRED	(WEL01) Manager's Residence	56705431021	Eversource	4,584
DRED	(WEL05) New Bathhouse	56065431041	Eversource	4,355
DRED	(WHT01) Manager Residence	56411990021	Eversource	19,982
DRED	(WHT04) Concession Stand/Shelter	56099011090	Eversource	7,116
DRED	(WHT09) Bathhouse 2/Changing Room 2	56455715086	Eversource Energy	1,392
DRED	(WHT10) Bathhouse # 1	56662241041	Eversource	3,965
DRED	(WHT13) Shower & Toilet Bldg Area 3	56103141099	Eversource	9,723
DRED	(WHT20) Trails Garage	56164641037	Eversource	4,579
DRED	(WKS01) Mansion	56881031066	Eversource	3,006
Employment Security	Berlin Employment Security	56504041047	Eversource Energy	89,717
Employment Security	Claremont Employment Security	56202251039	Eversource	145,020
Employment Security	Conway Employment Security	56283441053	Eversource	114,903
Employment Security	Laconia Employment Security	56349941062	Eversource	154,046
Employment Security	Manchester Employment Security	56821277035	Eversource Energy	138,560
Employment Security	Manchester Training & Appeals	56792021008	Eversource	78,039
Employment Security	Nashua Employment Security	56718941057	Eversource	410,706
Employment Security	Portsmouth Employment Security	56058931007	Eversource	168,265
Employment Security	Somersworth Employment Security	56889541017	Eversource	197,723
Environmental Services	Air Monitoring Monitoring Station (Fire Tower)	56118395086	Eversource Energy	3,455
Environmental Services	Air Monitoring Monitoring Station (NCORE-PAMS)	56556295012	Eversource Energy	8,769
Environmental Services	Air Monitoring Station Keene (Water St.)	56471751032	Eversource	4,089
Environmental Services	Air Monitoring Station Laconia (Green St.)	56527741029	Eversource	2,892
Environmental Services	Air Monitoring Station Londonderry (Pillsbury Rd.)	56710215088	Eversource Energy	23,373
Environmental Services	Air Monitoring Station Nashua (Gilson Road)	56386041024	Eversource Energy	2,767
Environmental Services	Air Monitoring Station Pembroke (Exchange St.)	56374941094	Eversource	4,141
Environmental Services	Air Monitoring Station Portsmouth (Pierce Isld)	56847741022	Eversource	11,973
Environmental Services	Dam-Lakeport Caretaker's House	56852511047	Eversource	6,663
Environmental Services	Dam-Lakeport Flow Gage	56469841043	Eversource	2,703
Environmental Services	Dam-Milton 3 Ponds Gate House	56440001063	Eversource	1,848
Environmental Services	Dam-Murphy Caretaker House	56901780080	Eversource	11,612
Environmental Services	Dam-Murphy Control House	56131780025	Eversource	3,048
Environmental Services	Dam-Newfound Gate House	56038261061	Eversource Energy	1,281
Environmental Services	Main St (WRBP)	56475390068	Eversource Energy	1,194
Environmental Services	Regional-North Country Gorham Classroom	56727351082	Eversource	3,389
Environmental Services	Regional-North Country Gorham Office	56388490054	Eversource	1,123
Environmental Services	WRBP Belmont Pump Station	56430090076	Eversource	28,800
Environmental Services	WRBP Ellacoya Pump Station	56973211089	Eversource	38,800
Environmental Services	WRBP Gilford Pump Station	56271901043	Eversource	89,600
Environmental Services	WRBP Glendale Pump Station	56353390008	Eversource	52,800
Environmental Services	WRBP Jewett Brook Pump Station	56156590051	Eversource	30,164
Environmental Services	WRBP Lower Bay Pump Station	56893401026	Eversource	12,800
Environmental Services	WRBP Maiden Lady Cove Pump Station	56133190074	Eversource	67,025
Environmental Services	WRBP N. Main Pump Station	56523916054	Eversource Energy	263,200
Environmental Services	WRBP Paugus Park Pump Station	56922290085	Eversource	214,800
Environmental Services	WRBP Pendleton Beach Pump Station	56236121026	Eversource	119,200
Environmental Services	WRBP River Street Pump Station	56604811018	Eversource	95,400
Environmental Services	WRBP Smith Road Pump Station	56835401068	Eversource	8,229
Environmental Services	WRBP Wastewater Treatment Plant	80005590932	Eversource Energy	1,767,522
Environmental Services	WRBP Winnisquam Pump Station/Maintenance Building	80005590775	Eversource	316,400
Fish & Game Commission	(ACC08) Newfound Lake	895601003	Eversource Energy	1,457
Fish & Game Commission	(BFH01) Q 89 Residence (Green)	077260009	Eversource Energy	4,911
Fish & Game Commission	(BFH01) Q 89 Residence (Green)	463360003	Eversource Energy	8,427
Fish & Game Commission	(BFH02) Q 90 Residence (White)	376260002	Eversource Energy	5,543
Fish & Game Commission	(BFH02) Q 90 Residence (White)	967260009	Eversource Energy	4,014
Fish & Game Commission	(BFH03) Q 91 - Residence (Blue)	363360003	Eversource Energy	8,675
Fish & Game Commission	(BFH03) Q 91 - Residence (Blue)	679260000	Eversource Energy	4,796
Fish & Game Commission	(BFH04) Q 2	56663090090	Eversource Energy	6,603
Fish & Game Commission	(BFH09) Pipe Shop	054360007	Eversource Energy	4,023
Fish & Game Commission	(BFH10) Hatchery Building	277260004	Eversource Energy	48,438
Fish & Game Commission	(BFH12) Carpenter Shop	575360006	Eversource Energy	2,787
Fish & Game Commission	(BFH15) Q1 White House	299260000	Eversource Energy	4,030

Agency Name	Facility Name	Account #	Vendor Name	Annual Usage (kWh)
Group A				
Fish & Game Commission	(BFH15) Q1 White House	675360006	Eversource Energy	2,391
Fish & Game Commission	(BFH16) BCC Mess Hall	379111000	Eversource Energy	9,088
Fish & Game Commission	(BFH24) Well #2	961360001	Eversource Energy	235,190
Fish & Game Commission	(LAW07) BGF Residence	112660000	Eversource Energy	6,397
Fish & Game Commission	(LAW07) BGF Residence	278560002	Eversource Energy	1,555
Fish & Game Commission	(MFH01) Residence	989880000	Eversource Energy	17,150
Fish & Game Commission	(MFH02) Hatchery Building	359880009	Eversource Energy	62,827
Fish & Game Commission	(MFH03) Residence	772980001	Eversource Energy	10,083
Fish & Game Commission	(MFH07) Storage Shed	972980001	Eversource Energy	3,351
Fish & Game Commission	(MFH08) Pump House #1	181401003	Eversource Energy	135,750
Fish & Game Commission	(MFH09) Pump House #2	56872767009	Eversource Energy	204,383
Fish & Game Commission	(MFH09) Pump House #2	087801009	Eversource Energy	51,459
Fish & Game Commission	(REG3-01) Office	749280006	Eversource Energy	36,785
Fish & Game Commission	(TMH01) Residence	657760004	Eversource Energy	2,060
Fish & Game Commission	(TMH01) Residence	761860001	Eversource Energy	5,251
Fish & Game Commission	(TMH02) Office	068560006	Eversource Energy	23,287
Fish & Game Commission	(TMH04) Visitor Center	781401007	Eversource Energy	4,875
Fish & Game Commission	(TMH05) Composite Sampler Building	56961815032	Eversource Energy	14,224
Juvenile Justice Services	Administration Building YDC	56347090003	Eversource	112,000
Juvenile Justice Services	John Sununu YSC	80040920318	Eversource Energy	2,367,578
Juvenile Justice Services	Stark House	56951211093	Eversource	62,069
Liquor Commission	Retail Store #04 - Hooksett	56845980044	Eversource	100,800
Liquor Commission	Retail Store #05 - Berlin	56556911097	Eversource	21,204
Liquor Commission	Retail Store - Portsmouth	56104385034	Eversource	14,022
Liquor Commission	Retail Store - Portsmouth	56540385093	Eversource	68,710
Liquor Commission	Retail Store #08 - Claremont	56582251039	Eversource	49,080
Liquor Commission	Retail Store #09 - Dover	56311021067	Eversource	136,240
Liquor Commission	Retail Store - Manchester	56979786001	Eversource	148,400
Liquor Commission	Retail Store #13 - Somersworth	56360290035	Eversource	40,490
Liquor Commission	Retail Store #14 - Rochester	56067931030	Eversource	19,260
Liquor Commission	Retail Store #14 - Rochester	56927331025	Eversource	93,100
Liquor Commission	Retail Store #15 - Keene	56761451095	Eversource	164,496
Liquor Commission	Retail Store #17 - Franklin	56704341031	Eversource	13,330
Liquor Commission	Retail Store #17 - Franklin	56873090005	Eversource	20,400
Liquor Commission	Retail Store #18 - Colebrook	56000590042	Eversource	27,312
Liquor Commission	Retail Store #20 - Derry	56602941080	Eversource	68,640
Liquor Commission	Retail Store - Peterborough	56773665039	Eversource	106,060
Liquor Commission	Retail Store #22 - Brookline	56645151085	Eversource	59,510
Liquor Commission	Retail Store #23 - Conway	56907041073	Eversource	29,976
Liquor Commission	Retail Store #23 - Conway	56975631078	Eversource	46,392
Liquor Commission	Retail Store #24 - Newport	56488901026	Eversource	32,140
Liquor Commission	Retail Store - Northumberland	56234121028	Eversource	40,380
Liquor Commission	Retail Store #27 - Nashua	56530941053	Eversource	82,740
Liquor Commission	Retail Store - Nashua	56092297092	Eversource	310,250
Liquor Commission	Retail Store #29 - Whitefield	56275931061	Eversource Energy	27,192
Liquor Commission	Retail Store - Milford	56850307083	Eversource	65,560
Liquor Commission	Retail Store #31 - Manchester	56489311076	Eversource	32,760
Liquor Commission	Retail Store #31 - Manchester	56589311075	Eversource	31,050
Liquor Commission	Retail Store #32 - Nashua	56554780049	Eversource	138,620
Liquor Commission	Retail Store #33 - Manchester	56036290088	Eversource	52,830
Liquor Commission	Retail Store #33 - Manchester	56087625034	Eversource	91,720
Liquor Commission	Retail Store #33 - Manchester	56773686092	Eversource	60,160
Liquor Commission	Retail Store #35 - Hillsboro	56958551079	Eversource	35,520
Liquor Commission	Retail Store #36 - Jaffery	56657001046	Eversource	40,998
Liquor Commission	Retail Store #38 - Portsmouth	56248931065	Eversource	229,035
Liquor Commission	Retail Store #43 - Farmington	56918590019	Eversource	41,320
Liquor Commission	Retail Store #44 - New Hampton	56971157029	Eversource	55,920
Liquor Commission	Retail Store #45 - Pittsfield	56734390057	Eversource	25,320
Liquor Commission	Retail Store #45 - Pittsfield	56792390072	Eversource	7,250
Liquor Commission	Retail Store #48 - Hinsdale	56160041034	Eversource	27,418
Liquor Commission	Retail Store #48 - Hinsdale	56198421059	Eversource	32,440
Liquor Commission	Retail Store #52 - Gorham	56519511042	Eversource	23,740
Liquor Commission	Retail Store #53 - Hudson	56009780081	Eversource	63,360
Liquor Commission	Retail Store - Bedford	56095076030	Eversource	131,184
Liquor Commission	Retail Store - Gilford	56700726052	Eversource	58,203
Liquor Commission	Retail Store #57 - Ossipee	56798790093	Eversource	31,870
Liquor Commission	Retail Store - Goffstown	56273931022	Eversource	59,470
Liquor Commission	Retail Store #59 - Merrimack	56579855040	Eversource	56,680
Liquor Commission	Retail Store #59 - Merrimack	56939731048	Eversource	25,650
Liquor Commission	Retail Store #61 - Londonderry	56899517064	Eversource	53,860
Liquor Commission	Retail Store #62 - Raymond	56348211061	Eversource	51,359
Liquor Commission	Retail Store #63 - Winchester	56075521054	Eversource	48,680
Liquor Commission	Retail Store #64 - New London	56480711076	Eversource	53,060
Liquor Commission	Retail Store #65 - Campton	56042011023	Eversource	23,520
Liquor Commission	Retail Store #66 - Hooksett North	56281811083	Eversource	96,860
Liquor Commission	Retail Store #68 - North Hampton	56041401092	Eversource	72,530
Liquor Commission	Retail Store #69 - Nashua (new bldg)	56020275095	Eversource Energy	421,800
Liquor Commission	Retail Store #71 - Lee	56597041037	Eversource	110,520
Liquor Commission	Retail Store #74 - Londonderry	56006767057	Eversource	146,000
Liquor Commission	Retail Store #75 - Belmont	56688190081	Eversource	39,780
Liquor Commission	Retail Store - Rindge	56984041087	Eversource	46,630
Liquor Commission	Retail Store #78 - Hampstead	56077937092	Eversource	36,270
Liquor Commission	Retail Store #78 - Hampstead	56459984092	Eversource	30,025
Liquor Commission	Retail Store #79 - Epping	56202587036	Eversource	127,750

Agency Name	Facility Name	Account #	Vendor Name	Annual Usage (kWh)
Group A				
Liquor Commission	Retail Store #91 - Pembroke	56570187062	Eversource	73,000
Liquor Commission	Store 2 - Chesterfield	56768236085	Eversource Energy	190,040
NH Veterans Home	NH Veterans Home-Entire Facility	80005800562	Eversource Energy	1,510,970
NH Veterans Home	NH Veterans Home-Entire Facility	80005800646	Eversource Energy	1,354,080
NH Veterans Home	NH Veterans Home-Entire Facility	80005800729	Eversource Energy	1,344,880
425			Total (Group A)	38,336,709

Agency Name	Facility Name	Account #	Vendor Name	Annual Usage (kWh)
Group B				
Adjutant General	Joint Force HQ - Bldg 1	1092427-1069970	UNITIL/CONCORD ELECTRIC	936,720
Adjutant General	Aviation Facility -	1092427-1067276	UNITIL/CONCORD ELECTRIC	700,860
Adjutant General	USPFO NH	1041825-1038606	UNITIL/CONCORD ELECTRIC	292,640
Adjutant General	Concord R/C-	1041823-1038604	UNITIL/CONCORD ELECTRIC	135,720
Adjutant General	B/C-	1041819-1038600	UNITIL/CONCORD ELECTRIC	136,520
Adjutant General	CSMS Bldg H -	1041841-1038622	UNITIL/CONCORD ELECTRIC	118,720
Adjutant General	State Maint Shop -	1120457000	UNITIL/CONCORD ELECTRIC	90,160
Adjutant General	USPFO-NH Warehouse -	1041837-1038618	UNITIL/CONCORD ELECTRIC	47,600
Adjutant General	Pembroke RD ACCESS BLDG -	1041827-1038608	UNITIL/CONCORD ELECTRIC	22,093
Adjutant General	Vets Cemetery-Admin Bldg	1011960000	UNITIL/CONCORD ELECTRIC	40,654
Adjutant General	CSMS Annex G -	1120459000	UNITIL/CONCORD ELECTRIC	12,479
Adjutant General	Unit Storage Bldg E	1041821-1038602	UNITIL/CONCORD ELECTRIC	13,665
Adjutant General	INSTALLATION STORAGE BLDG D	1041817-1038598	UNITIL/CONCORD ELECTRIC	11,253
Adjutant General	Vets Cemetery-Maint Bldg	1011778001	UNITIL/CONCORD ELECTRIC	11,326
Adjutant General	CSMS Storage -	1041843-1038624	UNITIL/CONCORD ELECTRIC	1,851
Administrative Services	Bridges House	1029529-1026920	Unitil Northern	12,729
Administrative Services	Brown Building	1083011-1060840	Unitil Northern	1,959,600
Administrative Services	Concord District Courthouse	1100911000	Unitil Northern	298,200
Administrative Services	Dolloff Building	1143601-1070990	Unitil Northern	145,920
Administrative Services	Emergency Operations Center	1141668000	Unitil Northern	1,999,082
Administrative Services	Federal Surplus	1026513-1024094	Unitil Northern	5,512
Administrative Services	Hazen Drive	1052511-1049360	Unitil Northern	14,301,659
Administrative Services	Huntress House - DAS	1071880000	Unitil Northern	2,888
Administrative Services	Johnson Hall	1055907-1058402	Unitil Northern	130,880
Administrative Services	Justice, Department of	1014227-1012478	Unitil Northern	491,680
Administrative Services	Legislative Office Building	1014229-1012480	Unitil Northern	282,900
Administrative Services	Londergan Hall	1055893-1058384	Unitil Northern	166,430
Administrative Services	M&S Building	1124883-1071856	Unitil Northern	715,080
Administrative Services	Main Building	1055909-1058404	Unitil Northern	830,000
Administrative Services	Mechanical Services, DOT	1142358000	Unitil Northern	537,120
Administrative Services	NHH Warehouse	1143595-1070966	Unitil Northern	8,071
Administrative Services	Philbrook Center	1071911000	Unitil Northern	279,900
Administrative Services	Pillsbury Street - Old Labor	1002157-1001122	Unitil Northern	25,841
Administrative Services	Plaistow District Court	2031262000	Unitil Northern	26,359
Administrative Services	Records & Archives	1071705000	Unitil Northern	384,320
Administrative Services	South Street - Old Revenue	1046891-1043990	Unitil Northern	190,672
Administrative Services	Spaulding Hall	1055891-1058382	Unitil Northern	249,720
Administrative Services	State House Annex	1013999-1012274	Unitil Northern	1,091,916
Administrative Services	State Library	1015823-1014034	Unitil Northern	102,960
Administrative Services	State Surplus Garage	1026511-1024092	Unitil Northern	8,570
Administrative Services	Storrs St. Garage	1060529000	Unitil Northern	28,443
Administrative Services	Storrs St. Warehouse (P&P)	1036003-1033140	Unitil Northern	343,360
Administrative Services	Supreme Courthouse	1002279-1001260	Unitil Northern	727,062
Administrative Services	Thayer Hall	1143603-1070992	Unitil Northern	270,720
Administrative Services	Transportation Garage	1071358000	Unitil Northern	102,900
Administrative Services	Upham Walker Camera 1	1015821-1068890	Unitil Northern	2,100
Administrative Services	Upham Walker Camera 2	1015821-1068892	Unitil Northern	2,100
Administrative Services	Upham Walker House	1015821-1014032	Unitil Northern	8,566
Administrative Services	Walker Building	1124883-1067478	Unitil Northern	1,446,960
Corrections	Concord - Central Core Area	1031559-1028888	Unitil Northern	6,530,876
Corrections	Concord - Farm	1031653-1028968	Unitil Northern	66,505
Corrections	Concord - Shea Farm	1025037-1022636	Unitil Northern	95,410
Corrections	Concord - Warehouse - New	1032023-1029302	Unitil Northern	361,300
Dept of Safety	Fire Academy / Flynn Administration Building	1141668000	Unitil Northern	712,232
Dept of Safety	Safety Warehouse	1132261000	Unitil Northern	145,440
Dept of Safety	State Police Radio Transmission Sites	1051628000	Unitil Northern	50,095
Dept of Safety	State Police Radio Transmission Sites	2093040000	Unitil Northern	35,080
Dept of Safety	Troop D - MV Substation	1092177000	Unitil Northern	117,261
Dept of Safety	Troop G / Aviation	1120656000	Unitil Northern	32,086
DOT	District 5 - Shed 503	1160395000	Unitil Northern	23,899
DOT	District 5 - Shed 505	1112168000	Unitil Northern	20,637
DOT	District 5 - Shed 525	1050314000	Unitil Northern	28,201
DOT	District 6 - Shed 607	2114143000	Unitil Northern	13,802
DOT	District 6 - Shed 611M	2131578000	Unitil Northern	15,392
DOT	Stickney Avenue - Building A (warehouse)	1120385000	Unitil Northern	1,046
DOT	Stickney Avenue - Main Building	1120385000	Unitil Northern	77,640
DOT	Traffic - Office	10534411050376	Unitil Northern	206,960
DOT	Turnpikes - Hampton Main Toll - 7041	2025169-2099632	Unitil Northern	90,000
DOT	Turnpikes - Hampton Main Toll - 7041	2042706000	Unitil Northern	189,720
DOT	Turnpikes - Hampton Maintenance - 7015	2042797000	Unitil Northern	91,938
DOT	Turnpikes - Hampton Side Toll -7042	2025175-2023200	Unitil Northern	170,196
DRED	(DT503) - Canterbury Rest Area	1050353000	Unitil Northern	19,740
DRED	(DT503) - Canterbury Rest Area	1051769000	Unitil Northern	1,338
DRED	(DTT03) - Seabrook Rest Area	2112489-2093006	Unitil Northern	103,591

Agency Name	Facility Name	Account #	Vendor Name	Annual Usage (kWh)
Group B				
DRED	(HMB01) Administration Bldg	2021924000	Unitil Northern	12,578
DRED	(HMB03) Lg Maintenance Shed	2015005-2012960	Unitil Northern	18,796
DRED	(HMB05) Bathhouse	2014851000	Unitil Northern	7,037
DRED	(HMS00) Hampton RV Park Stand Alone Water Pump	2015007-2012962	Unitil Northern	55,280
DRED	(HMS01) - South Bathhouse	2023869000	Unitil Northern	17,293
DRED	(HMS03) Lifeguard/Stage Area	2020454000	Unitil Northern	124,160
DRED	(HMS05) North Bathhouse	2023866000	Unitil Northern	9,601
DRED	(KNG01) Park Office	2068563-2066536	Unitil Northern	5,953
DRED	(NUR03) Barn	1010802000	Unitil Northern	23,246
DRED	(NUR05) Office	1007123-1005780	Unitil Northern	6,834
Employment Security	NHES Tobey Administrative Building	1071720000	Unitil Northern	2,432,320
Environmental Services	Dam-Sewalls Falls Bureau Maint. Facility	1032491-1029752	Unitil Northern	6,092
Fish & Game Commission	(GBR01) Depot	2092388002	Unitil Northern	3,208
Fish & Game Commission	(GBR02) Discovery Center	2150097000	Unitil Northern	33,445
Fish & Game Commission	(GBR03) Gregg Conservation Center	2093536000	Unitil Northern	48,960
Fish & Game Commission	(WMA16) Karner Blue Lab	1121258000	Unitil Northern	9,901
Liquor Commission	Retail Store #25 - Stratham	2090227000	Unitil Northern	63,908
Liquor Commission	Retail Store - Seabrook	2022009000	Unitil Northern	50,000
Liquor Commission	Retail Store - Seabrook	2071174000	Unitil Northern	80,188
Liquor Commission	Retail Store - Seabrook	2071174000	Unitil Northern	31,000
Liquor Commission	Retail Store #49 - Plaistow	2033762001	Unitil Northern	104,097
Liquor Commission	Retail Store #72 - Concord	1090656000	Unitil Northern	52,039
Liquor Commission	Retail Store #73 - Hampton South	2040213000	Unitil Northern	318,080
Liquor Commission	Retail Store #76 - Hampton North	2040214000	Unitil Northern	330,595
Liquor Commission	Retail Store HQ and Warehouse	1090661000	Unitil Northern	375,672
NH Hospital	Acute Psychiatric Services (APS)	1071362000	Unitil Northern	3,422,000
NH Hospital	Liberty House (includes garage)	1071368000	Unitil Northern	6,459
101			Total (Group B)	46,601,608

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398

ADDENDUM #1 TO BID NO. RFP 2018-202

DATE OF BID OPENING: October 23rd, 2017

TIME OF BID OPENING: 12:00 pm

FOR: FIRM ELECTRIC SUPPLY

CLARIFY THE FOLLOWING INFORMATION:

Response to questions that pertained to the Electric RFP 2018-202 bid document.

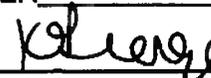
Please note the following attachments:

- Questions for Electric RFP 2018-202 word document

BID CONTACT: Donald Perrin
TEL. NO.: (603) 271-7774

NOTE: IN THE EVENT THAT YOUR BID INVITATION HAS BEEN SENT TO THIS OFFICE PRIOR TO RECEIVING THIS ADDENDUM, RETURN ADDENDUM WITHIN THE SPECIFIED TIME WITH ANY CHANGES YOU MAY WISH TO MAKE AND MARK ON THE REMITTANCE ENVELOPE BID INVITATION NUMBER AND OPENING DATE. RETURNED ADDENDA WILL SUPERSEDE PREVIOUSLY SUBMITTED BID.

BIDDER Direct Energy Business LLC ADDRESS 194 Wood Ave S, Iselin, NJ 08830

BY 
(this document must be signed)

Kevin George, Manager Govt Sales TEL. NO. 732-516-3251
(please type or print name)

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398

ADDENDUM #2 TO BID NO. RFP 2018-202

DATE OF BID OPENING: October 23rd, 2017

TIME OF BID OPENING: 12:00 pm

FOR: **FIRM ELECTRIC SUPPLY**

CLARIFY THE FOLLOWING INFORMATION:

- Request to move the deadline for qualifications date.
- Request to move the EDI information from Phase I – Deadline for Qualification to Phase II – Bid Submission

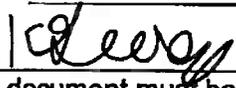
Please note the following:

- The State of NH would like to move the Phase I – Deadline for Qualification Statements date from November 6, 2017 @ 11:00 AM to November 7, 2017 @ 11:00 AM to allow for CEPS to submit them by mail.
- The State of NH denies the request of moving the EDI information from Phase I – Deadline for Qualification to Phase II – Bid Submission as this is a function of the scoring mechanism for the qualifications.

BID CONTACT: Donald Perrin
TEL. NO.: (603) 271-7774

NOTE: IN THE EVENT THAT YOUR BID INVITATION HAS BEEN SENT TO THIS OFFICE PRIOR TO RECEIVING THIS ADDENDUM, RETURN ADDENDUM WITHIN THE SPECIFIED TIME WITH ANY CHANGES YOU MAY WISH TO MAKE AND MARK ON THE REMITTANCE ENVELOPE BID INVITATION NUMBER AND OPENING DATE. RETURNED ADDENDA WILL SUPERSEDE PREVIOUSLY SUBMITTED BID.

BIDDER Direct Energy Business LLC ADDRESS 194 Wood Ave S, Iselin, NJ 08830

BY 
(this document must be signed)

Kevin George, Manager Govt Sales TEL. NO. 732-516-3251
(please type or print name)

THE STATE OF NEW HAMPSHIRE

CHAIRMAN
Martin P. Honigberg

COMMISSIONERS
Robert R. Scott
Kathryn M. Bailey

EXECUTIVE DIRECTOR
Debra A. Howland



PUBLIC UTILITIES COMMISSION
21 S. Fruit Street, Suite 10
Concord, N.H. 03301-2429

TDD Access: Relay NH
1-800-735-2964

Tel. (603) 271-2431

FAX (603) 271-3878

Website: www.puc.nh.gov

exhibit

2

December 28, 2015

Otibo Arthur, Compliance Analyst
Direct Energy Business, LLC
12 Greenway Plaza, Suite No. 250
Houston, TX 77046

Re: DM 15-373, Direct Energy Business, LLC
Application to Register as Competitive Electric Power Supplier

Dear Mr. Arthur:

On September 9, 2015, Direct Energy Business, LLC (Direct Energy Business) filed an application to register as a competitive electric power supplier (CEPS). The application included a surety bond in the amount of \$350,000, which became effective August 31, 2015, and names the Commission as obligee, and a statement that it intends to serve commercial and industrial customers. On November 21, 2015, Direct Energy Business filed a rider that removes a 30-day cancellation provision from the bond. On December 18, 2015, Direct Energy Business filed an updated application that included documentation that demonstrates it has completed electronic data interchange (EDI) testing with New Hampshire Electric Cooperative, Inc. (NHEC), a rider that extends the term of the bond to July 31, 2021, and evidence that it is able to obtain supply in the New England energy market.

Commission Staff filed a memorandum on December 22, 2015, in which it stated it believes the application complies with the requirements of Puc 2003 and 2006.01. Staff recommended that the Commission approve the registration for a term of five years. In addition, Staff recommended that the Commission authorize Direct Energy Business to operate in the franchise area of NHEC. Finally, Staff recommended that Direct Energy Business be informed that the financial security rules are likely to change during 2016 and that it should monitor the rulemaking process in Docket No. DRM 13-151 and plan accordingly.

The Commission has reviewed Direct Energy Business's application and Staff's recommendation and has approved the application as recommended. Accordingly, Direct Energy Business's application to register as a CEPS, authorized to operate in the

Page two

franchise area of NHEC, is granted for a term beginning on December 31, 2015 and ending on December 31, 2020. Pursuant to N.H. Code Admin. Rules Puc 2003.02(a), Direct Energy Business must submit a renewal application at least 60 days prior to the expiration of the approved registration period, on or before October 24, 2020.

Please be aware that registered CEPSs are subject to specific requirements contained in Puc 2000 – Competitive Electric Power Supplier and Aggregator Rules. These rules are available at: <http://www.puc.nh.gov/Regulatory/Rules/PUC2000.pdf>.

In addition, CEPS must comply with the renewable portfolio standard (RPS) requirements of RSA 362-F. The RPS obligation applies to every “provider of electricity,” as defined in RSA 362-F:2, XIV, which includes registered CEPS. Please also refer to the Puc 2500 rules for further details regarding RPS compliance and reporting requirements. RPS compliance is on a calendar year basis and must be reported to the Commission by July 1 of the subsequent calendar year. Pursuant to RSA 378:49, all CEPS also must comply with the requirement to disclose environmental characteristics of the electricity they sell to retail customers. Commission Order No. 25,264, in Docket No. DE 10-226, provides guidance as to the appropriate format for such disclosure. Order No. 25,264 can be viewed at: <http://puc.nh.gov/Regulatory/Orders/2011orders/25264e.pdf>.

Finally, as noted above, the financial security rules set forth in Puc 2003.05(a)(5) are likely to change. Please monitor the Commission’s website for notice of this rulemaking process in Docket No. DRM 13-151 and plan accordingly.

Sincerely,



Debra A. Howland
Executive Director

cc: Service List
Docket File

exhibit

1

**SECRETARY'S CERTIFICATE
DIRECT ENERGY BUSINESS, LLC**

I hereby certify that I am the duly elected, qualified and acting Secretary of Direct Energy Business, LLC, a Delaware limited liability company (the "Company"), and that the following statements are correct:

- a. The Company is a wholly-owned indirect subsidiary of Centrica, plc, as shown on the excerpt of the organizational chart excerpt attached as Exhibit A herein.
- b. Mark Taddeo is an authorized signatory of the Company subject to applicable internal policies and guidelines.

IN WITNESS WHEREOF, the undersigned has hereunto signed his name on this the 12th day of July, 2016.



Bray Dohrwardt
Secretary of the Company



State of New Hampshire
VENDOR APPLICATION

VENDOR # 260206
(Assigned by Purchase & Property)

BUSINESS NAME/ADDRESS LOCATION

Legal Business Name: Direct Energy Business Marketing, LLC
 Doing Business As Name: Direct Energy Business, LLC
 Payment Address: P.O. Box 32179
 City/Town: New York STATE: NY ZIP: 10087-2179
 Business Address: 194 Wood Avenue, 2nd Floor
 City/Town: Iselin STATE: NJ ZIP: 08830
 Telephone #: 1.800.437.7285 Cell Phone #: _____ FAX #: 1.866.239.6671
 Website: www.DirectEnergy.com E-Mail (Main Office): _____

Electronic Payment Option: Please contact Treasury at treasury@treasury.state.nh.us or visit their website at www.nh.gov/treasury for further information on this option.

TYPE OF BUSINESS

(Note: Registration with the NH Secretary of State **MUST** be done prior to the awarding of any contracts) www.nh.gov/sos/corporate (603) 271-3244

Registered with NH Secretary of State? Yes State Incorporated In: Formed in the State of Delaware

Service Provider Product/Merchandise Provider Other Provider

List the principal type of service, product or other that is provided: Retail Energy Supply

Minority Institutions	<input type="checkbox"/>	Minority Owned Large Business	<input type="checkbox"/>	Minority Owned Small Business	<input type="checkbox"/>
Disabled Veteran Business	<input type="checkbox"/>	Svs Disabled Veteran Owned	<input type="checkbox"/>	Veteran Owned Small Business	<input type="checkbox"/>
Physically Challenged Bus	<input type="checkbox"/>	SBA Cert Fin Disadvantaged Bus	<input type="checkbox"/>	SBA Cert Hist Underutilized Bus	<input type="checkbox"/>
Historically Black Colleges	<input type="checkbox"/>	Women Owned Sm Bus	<input type="checkbox"/>	Women Owned Large Businesses	<input type="checkbox"/>
Small Business	<input type="checkbox"/>	SBA Cert Sm Disadvantaged Bus	<input type="checkbox"/>		

SIGNATURE BLOCK

I certify the above information to be correct and grant authorization to the State of New Hampshire to investigate any and all facts contained therein, including facility visitation.

Name and Title (print or type): Erica Steele, Authorized Officer - Assistant Secretary

Signature: *Erica Steele* Date: April 7, 2017

RETURN ADDRESS

<http://das.nh.gov/purchasing>

(Phone) 603-271-2201
(Fax) 603-271-2700

**DIVISION OF PLANT & PROPERTY MANAGEMENT
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX, ROOM 102
25 CAPITOL STREET
CONCORD NH 03301-6398**

(/online/Home/)  Back to Home (/online)

Business Information

Business Details

Business Name:	DIRECT ENERGY BUSINESS MARKETING, LLC	Business ID:	690305
Business Type:	Foreign Limited Liability Company	Business Status:	Good Standing
Business Creation Date:	04/11/2013	Name in State of Formation:	DIRECT ENERGY BUSINESS MARKETING, LLC
Date of Formation in Jurisdiction:	04/11/2013	Mailing Address:	ONE HESS PLAZA, WOODBRIDGE, NJ, 07095, USA
Principal Office Address:	1 Hess Plaza, Woodbridge, NJ, 07095, USA	Duration:	Perpetual
Citizenship / State of Formation:	Foreign/Delaware	Last Annual Report Year:	2017
Business Email:	Govdocs@corpcreations.com	Next Report Year:	2018
Notification Email:	NONE	Phone #:	NONE
		Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / The marketing of energy to commercial and industrial customers.	

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name: Corporate Creations Network Inc**Registered Office Address:** 3 Executive Park Drive 201A, Bedford, NH, 03110, USA**Registered Mailing Address:** Not Available

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

[Filing History](#) [Address History](#) [View All Other Addresses](#)
[Name History](#) [Shares](#) [Return to Search](#) [Back](#)

NH Department of State, Corporation Division, State House Annex, 3rd Floor Room 317, 25 Capitol St, Concord, NH 03301 Email: corporate@sos.nh.gov (<mailto:corporate%40sos.nh.gov>)

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CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
10/06/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Texas, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C NO. EXT): 877-945-7378 FAX (A/C NO.): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com
	INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company NAC# 22667-302 INSURER B: Zurich American Insurance Company 16535-305 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Direct Energy and its majority owned subsidiaries and affiliates including Direct Energy Business, LLC 1001 Liberty Avenue Pittsburgh, PA 15222	

COVERAGES CERTIFICATE NUMBER: 25746261 REVISION NUMBER:

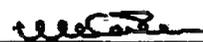
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			XSLG27341226	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA Occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP5953966-03	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XOOG25703728	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC5953969-03 WC5953973-03	1/1/2017 1/1/2017	1/1/2018 1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Est. Project / Contract End Date: 10/31/2020.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire 25 Capitol Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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