

STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX - ROOM 102  
25 CAPITOL ST  
CONCORD NH 03301-6398

DATE: August 6, 2019

**NOTICE OF CONTRACT**  
**(Extended)**

COMMODITY: FIRM ELECTRIC SUPPLY

CONTRACT #: 8002255

COMMODITY CODE: 961-8300

CONTRACTOR: Direct Energy Business, LLC  
1001 Liberty Avenue  
Pittsburg, PA 15222 **Vendor#:260206**

CONTACT PERSON: Victoria Dyckman  
TELE: 732-516-3251 FAX: 866-578-3590  
E-MAIL: [victoria.dyckman@directenergy.com](mailto:victoria.dyckman@directenergy.com)

CONTRACT PERIOD: December 1, 2017 through September 30, 2019  
Extended: October 1, 2019 through **July 31, 2021**

TERMS: Pay by date indicated on monthly invoice

F.O.B.: N/A

ORDERING: CONTACT VENDOR

DELIVERY TIME: N/A

INVOICING & PAYMENTS: 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 issuance of the invoice.

**FOR FURTHER INFORMATION CONTACT:**

Donald Perrin, State Energy Manager  
Energy Management, 271-7774, [donald.perrin@nh.gov](mailto:donald.perrin@nh.gov)

**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.

**INVOICING**

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.

## **PRICE NOTIFICATION**

**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 – 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.

## **PRICING**

Group A - \$0.07597 per kWh