

STATE OF NEW HAMPSHIRE
Dept. of Administrative Services
Div. of Procurement and Support Services
Bureau of Purchase and Property
State House Annex
Concord, New Hampshire 03301

Date: September 4, 2019

NOTICE OF CONTRACT

COMMODITY: Wholesale Energy Aggregator/Supplier Services

CONTRACT NO.: 8002570 NIGP: 918-9700

VENDOR: Direct Energy Business, LLC VENDOR # : 260206 B001
1001 Liberty Avenue
Pittsburgh, PA 15222

CONTACT PERSON(S): Sandra Seastream
Tel. No.: 732-395-8943
E-Mail: Sandra.Seastream@directenergy.com

EFFECTIVE FROM: August 1, 2019 through July 31, 2022

PRODUCTS & PRICING: RETAIL ADDER - \$0.00090/kwh
WHOLESALE BLOCK PRICING - \$0.00/kwh

PAYMENT & TERMS: Payments shall be made via ACH.

INVOICING & PAYMENTS: Invoices shall be submitted after completion of work to the requesting agency. Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance of the work to the State's satisfaction.

SCOPE OF WORK:

Contractor shall provide wholesale energy aggregator/supplier services utilizing index, real-time, block pricing or a combination of such pricing strategies from the wholesale electric market.

Contractor shall be an established member with the New England Power Pool and ISO New England and shall manage the acquisition of electric energy for the State from the wholesale electric market.

In addition to these services, the Contractor shall provide ongoing support in the ISO-NE market participation. The Contractor shall develop an overall energy resource supply and management strategy and develop tactical plans as needed to secure best price and risk adjusted supply.

The Contractor shall determine electricity needs, utilize various quantitative and qualitative techniques, forecasts shall be developed to form the basis for scheduling volumes, and actual usage shall be monitored and used to refine forecasts as needed.

The Contractor shall assign a Contractor Point of Contact. 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 Vendor 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.

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

QUESTIONS: Direct any questions to Donald Perrin, 603-271-7774 or Donald.Perrin@das.nh.gov