

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

DATE: December 7, 2015

NOTICE OF CONTRACT

COMMODITY: FIRM ELECTRIC SUPPLY  
CONTRACT #: 8001944  
COMMODITY CODE: 961-8300  
CONTRACTOR: Direct Energy Business Marketing, LLC 260206  
CONTACT PERSON: Victoria Dyckman  
TELE: 732-750-7360 FAX: 866-239-5671  
E-MAIL: [victoria.dyckman@directenergy.com](mailto:victoria.dyckman@directenergy.com)  
CONTRACT PERIOD: CURRENT THROUGH October 31, 2017  
TERMS: Pay by date indicated on monthly bill  
F.O.B. : N/A  
ORDERING: CONTACT VENDOR  
PRODUCTS & PRICING: FIRM ELECTRIC SUPPLY  
DELIVERY TIME: N/A  
INVOICING & PAYMENTS: None

ALL NOTICES OF CONTRACT ARE AVAILABLE AT SUNSPOT:  
<http://das.nh.gov/purchasing/vendorresources.asp>

FOR FURTHER INFORMATION CONTACT:  
Karen Rantamaki, State Energy Manager  
Energy Management, 271-2698, [karen.rantamaki@nh.gov](mailto:karen.rantamaki@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 twelve, twenty-four, or thirty-six months. The State will commit a load consisting of: **524** accounts now serviced by the Local Distribution Company (LDC) listed in Attachment A with a combined annual usage of **92,167** MWh.

## **INVOICING**

The billing of Direct Energy's charges will take place either through the LDC or directly by the Direct Energy for each account number listed in Attachment A. If 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. If billed directly by the Direct Energy, the Contractor will be responsible for all costs associated with preparing and delivering statement. Regardless of billing method, 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 2015/16 Winter Reliability Program, shall be included in the pricing offer. The 2015/16 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.

## **PRICING**

\$0.07806 per kWh