


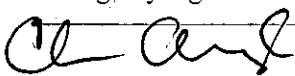
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name  Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address  25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Constellation NewEnergy, Inc.		1.4 Contractor Address 1310 Point Street, Baltimore, MD 21231	
1.5 Contractor Phone Number  603-785-3797	1.6 Account Unit and Class  Various	1.7 Completion Date  June 30, 2024	1.8 Price Limitation  \$4,328,506.24
1.9 Contracting Officer for State Agency Karen Rantamaki		1.10 State Agency Telephone Number 603-271- 2201	
1.11 Contractor Signature   Date: 6/13/2023		1.12 Name and Title of Contractor Signatory  Amanda Stewart - VP, Retail Operations	
1.13 State Agency Signature   Date: 6/13/23		1.14 Name and Title of State Agency Signatory  Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>  G&C Item number: _____ G&C Meeting Date: _____			

**2. 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 B 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, 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 1.13 ("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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

**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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

## 10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

**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.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### **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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**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. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except

where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

**26. 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 with respect to the subject matter hereof.

**EXHIBIT A**  
**SPECIAL PROVISIONS**

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

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 3:00 p.m., Concord, NH time, on June 13, 2023. 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

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,

Replace Section **5. CONTRACT PRICE/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 than the Contract Price.

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 *however, the State acknowledges that Contractor is not the LDC and does not control power lines and the State further acknowledges that power not being on is not Contractor's failure, therefore, not an Event of Default* ;
  - 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.

Delete Section 9. **TERMINATION.**

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 provision 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 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.

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.

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 Hampshire<sup>4</sup> 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.

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.

Add the following section:

**27. 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 war; 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.



**EXHIBIT B**  
**SCOPE OF SERVICES**

**1. INTRODUCTION**

Constellation NewEnergy, Inc. (hereinafter referred to as the “Contractor”) hereby agrees to provide the State of New Hampshire (hereinafter referred to as the “State”), Department of Administrative Services, with Electrical Supply Services in accordance with the proposal submission in response to State Request for Proposal #2023-357 and as described herein.

**2. CONTRACT DOCUMENTS**

This Contract consists of the following documents (“Contract Documents”):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFP 2023-357
- f. EXHIBIT E Contractor’s Proposal Response
- g. EXHIBIT F Definitions

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1), Form Number P-37 as modified by EXHIBIT A “Special Provisions, (2) EXHIBIT B “Scope of Services,” (3) EXHIBIT C “Method of Payment,” (4) EXHIBIT D “RFP 2023-357,” and (5) EXHIBIT E “Contractor’s Proposal Response.”

**3. TERM OF CONTRACT**

The term of the contract shall commence July 1, 2023 or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the “effective date”) and shall continue thereafter for a period of one (1) year.

The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services.

**TERM ADJUSTMENTS:**

The delivery of EPS pursuant to this Agreement will begin on the Start Date and will end on the Completion Date, subject to the Box 1.7 of Form P-37 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.

**4. SCOPE OF WORK**

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 and RFP 2023-357. 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.

**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.

**ADDING AND/OR DELETING ACCOUNTS:**

Subject to the Contractor's written consent and Limitation of Liability Section 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.

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.

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.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

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.

## **5. USAGE REPORTING**

The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to the Bureau of Purchase and Property, Claudia Roy and sent electronic to [Claudia.I.Roy@DAS.NH.Gov](mailto:Claudia.I.Roy@DAS.NH.Gov). At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
  - Percentage of recycled materials contained within finished products
  - Percentage of waste recycled throughout the manufacturing process
  - Types and volume of packaging used for transport
  - Any associated material avoided and/or recycled as applicable under contract
  - A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

## **6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR**

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFP #2023-357, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx)

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

## **7. LIMITATION OF 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.

## **8. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

## **9. CONFIDENTIALITY & CRIMINAL RECORD**

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

## **10. 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.

**EXHIBIT C  
METHOD OF PAYMENT**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide Electric Supply services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$4,328,506.24; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

**2. PRICING STRUCTURE**

CONTRACT PRICE		
Location	Contract Term	Fixed Price / kWh
PG2 Eversource - Firm Fixed	12 Months	\$0.11600

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 the Annual Adjustments section, if any, on December 15 each year after the first year of EPS hereunder.

**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 July 2023) exceeds 125% of the annual contract amount (the excess usage above 125% 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 July 2023) falls below 75% of the annual contract amount (the deficient usage below 75% 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.

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

**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.

### **3. INVOICE**

#### **BILLING, PAYMENT, AND REPORTING REQUIREMENTS**

**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.

**Service Start Date Report:** The Contractor will be required to provide written notification of the expected service start date for the account. This notification will be due to Enel X by the date listed in the Procurement Schedule.

**Monthly Electronic Summary Report:** Enel X requires a monthly digital summary from the Contractor containing the following information by account number: service start date, service end date, total consumption, and total charges by the Contractor. The monthly digital summary from the Supplier must adhere to the "Payment Instructions" document. The summary will be in Microsoft Excel spreadsheet template and accompany or precede payment of monthly fees.

**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.

#### **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.

#### **4. PAYMENT**

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: **<https://www.nh.gov/treasury>**

**EXHIBIT D**

RFP #2023-357 is incorporated here within.



**EXHIBIT E**

Contractor's proposal is incorporated here within

## EXHIBIT F

### **DEFINITIONS**

- **Accounts** - The electricity accounts comprising \_\_\_\_\_ MWhs annually and listed in the Attachment A of RFP 2023-357.
- **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 2023-357 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.

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CONSTELLATION NEWENERGY, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on February 08, 2002. 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: **356449**

Certificate Number: **0006210774**



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 19th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

**CONSTELLATION NEWENERGY, INC.  
CERTIFICATE OF INCUMBENCY**

I, Nina L. Jezic, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of Constellation NewEnergy, Inc., a corporation organized and existing under the laws of the State of Delaware, and do hereby certify that Nancy Fischer is a duly elected, qualified and acting officer of Constellation NewEnergy, Inc., whom has the authority to execute binding documents on behalf of Constellation NewEnergy, Inc.

**Name of Officer**

Amanda Stewart

**Title of Officer**

VP, Retail Operations

IN WITNESS WHEREOF, I have hereunto set my hand this 10<sup>th</sup> day of January 2022.

By:

*Nina Jezic*

\_\_\_\_\_  
Nina L. Jezic  
Assistant Secretary

smb/arc

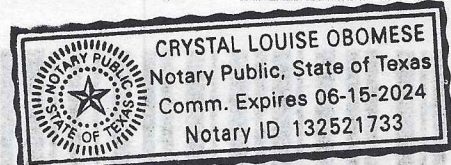
Subscribed to and sworn before  
me this 10th day of January 2022.

My Commission Expires: 06-15-2024

X

*Crystal Louise Obomese*

\_\_\_\_\_  
Notary Public Signature



Notary Seal: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/07/2023

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).

<b>PRODUCER</b> Marsh USA LLC 1717 Arch Street Philadelphia, PA 19103-2797  CN138171270-COMP-OCC-22-23	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Everest National Insurance Co</td> <td>10120</td> </tr> <tr> <td>INSURER B : Everest Premier Insurance Company</td> <td>16045</td> </tr> <tr> <td>INSURER C : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest National Insurance Co	10120	INSURER B : Everest Premier Insurance Company	16045	INSURER C : N/A	N/A	INSURER D :		INSURER E :		INSURER F :
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INSURER C : N/A	N/A														
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES**                      **CERTIFICATE NUMBER:** CLE-006862228-34                      **REVISION NUMBER:** 4

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  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	X		EN4GL00478-221	02/01/2022	08/01/2023	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	<input checked="" type="checkbox"/> 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	X		EN4CA00736-221 (AOS) EN4CA00735-221 (MA)	02/01/2022 02/01/2022	08/01/2023 08/01/2023	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 checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____	X		EN4EX00166-221	02/01/2022	08/01/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000	
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	N/A	EN4WC00357-231 (AOS) EN4WC00356-231 (FL) EN4WC00355-231 (MA)	02/01/2023 02/01/2023 02/01/2023	08/01/2023 08/01/2023 08/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)**  
RE: Request for Proposal

State of New Hampshire is included as Additional Insured with respect to all Liability coverage as required by written contract subject to policy terms, conditions, and exclusions.

## CERTIFICATE HOLDER                      CANCELLATION

State of New Hampshire Bureau of Purchase and Property State House Annex, 25 Capitol Street Concord, NH 03301-6398	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p>AUTHORIZED REPRESENTATIVE of Marsh USA LLC</p> <p style="text-align: right;"><i>Marsh USA LLC</i></p>
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Customer Name	Location Name	Account Number	Meter Number	Reference	PREMISE ADDRESS	PREMISE TOWN	PREMISE STATE	PREMISE ZIP
BUREAU OF COURT FACILITIES	Carroll County Courthouse	56489941054_958211005	S74751596	958211005	96 Water Village Rd	Ossipee	NH	03864
CONWAY DISTRICT COURT ADMINISTRATIVE SERVICE	Conway Circuit Court	56204601058_672770009	S72926983	672770009	20 E Conway Rd	Conway	NH	03818
State of NH	Coos Superior Courthouse	80025080229	G50439511	80025080229	55 School St	LANCASTER	NH	03584
BUREAU OF COURT FACILITIES	Derry Circuit Courthouse	56688341072_709701003	S72987828	709701003	0 MANNING ST	DERRY	NH	03038
BUREAU OF COURT FACILITIES	Dover Circuit Court	56107841017_143111008	S75239912	143111008	25 SAINT THOMAS ST	DOVER	NH	03820
BUREAU OF COURT FACILITIES	Franklin Circuit Courthouse	56804341097_717601008	S72268735	717601008	7 HANCOCK TER	FRANKLIN	NH	03235
State of NH	Hillsborough Superior Courthouse North	80014590105	W12437301	80014590105	300 Chestnut St	MANCHESTER	NH	03101
State of NH	Hillsborough Superior Courthouse South	80016440259	W12438451	8001644-02-5-9-00	30 Spring St	NASHUA	NH	03060
BUREAU OF COURT FACILITIES	BUREAU OF COURT FACILITIES	56994841070_985111001	S72985080	985111001	84 PETERBOROUGH ST	JAFFREY	NH	03452
BUREAU OF COURT FACILITIES	Laconia Circuit Courthouse	56361321045_900390006	S72987375	900390006	26 Academy St	LACONIA	NH	03246
BUREAU OF COURT FACILITIES	Manchester Circuit Courthouse	56956141014_702601005	S72269187	702601005	35 Ambert St	MANCHESTER	NH	03101
BUREAU OF COURT FACILITIES	Manchester Circuit Courthouse	80054610110	w81032621	80005450269	35 Ambert St	MANCHESTER	NH	03101
BUREAU OF COURT FACILITIES	Merrimack Courthouse	56909625014_941603009	S72269839	941603009	4 Baboosic Lake Rd	MERRIMACK	NH	03054
BUREAU OF COURT FACILITIES	Milford Circuit Court	56969878016_109693000	S82375198	109693000	4 MEADOWBROOK DR	MILFORD	NH	03055
BUREAU OF COURT FACILITIES	Portsmouth Circuit Courthouse	56592911010_604980001	S72922549	604980001	111 PARROTT AVE	PORTSMOUTH	NH	03801
BUREAU OF COURT FACILITIES	Rochester Circuit Courthouse	56587680026_860060007	S72269581	860060007	76 N MAIN ST	ROCHESTER	NH	03867
STATE OF NEW HAMPSHIRE	Laconia - Lakes Region Facility- Rice/Spear Bldgs	56175105071_032701001	S75343049	032701001	68 GREEN ST	LACONIA	NH	03246
STATE OF NEW HAMPSHIRE	Laconia - Lakes Region Facility- Rice/Spear Bldgs	56552005019_213601002	S75342770	213601002	54 GREEN ST	LACONIA	NH	03246
STATE OF NEW HAMPSHIRE	Laconia - Lakes Region Facility- Rice/Spear Bldgs	56793794017_663701003	S75342756	663701003	48 GREEN ST	LACONIA	NH	03246
NEW HAMPSHIRE	Monadnock Mill	56241151018_667311009	S75239213	667311009	17 WATER ST	CLAREMONT	NH	03743
NH DRED	(DT101) - Colebrook Rest Area	56603575069_742780003	S73046761	742780003	0 HIGHWAY	COLEBROOK	NH	03576
DRED-BVS	(DT301) - Sanbornton Rest Area	56553875055_755170002	S75340626	755170002	RTE 93	S Sanbornton	NH	03269
DRED DIVISION OF TRAVEL AND TOURISM	(DT501) Sutton Rest Area	56089185060_185070005	S73050347	185070005	0 State Hwy	Sutton	NH	03221
State of NH	Berlin - Administration/Public	80043640269	G50439181	80043640269	136 E Milan Rd	BERLIN	NH	03570
NH DEPT OF CORR NORTHERN CORRECTION FACLT	Berlin - Warehouse/Garage	56674641063_326901007	S72926519	326901007	138 E MILAN RD	BERLIN	NH	03570
NH STATE PRISON	Manchester - Calumet Back House	56587401092_402670003	S71025599	402670003	126 LOWELL ST REAR	MANCHESTER	NH	03104
NH STATE PRISON	Manchester - Calumet House	56840501001_004570002	S72271611	004570002	126 LOWELL ST FRNT	MANCHESTER	NH	03104
STATE NH EMPLOYMENT SECURITY	Berlin Employment Security	56504041047_230501006	S72927160	230501006	151 PLEASANT ST	BERLIN	NH	03570
EMPLOYMENT SVCS	Claremont Employment Security	56202251039_889311000	S72927249	889311000	0 WASHINGTON ST	CLAREMONT	NH	03743
NH EMPLOYMENT SECURITY	Conway Employment Security	56283441053_146701004	S72927078	146701004	518 WHITE MOUNTAIN HWY	CONWAY	NH	03818
NH EMPLOYMENT SECURITY	Laconia Employment Security	56349941062_629211003	S72987648	629211003	426 UNION AVE	LACONIA	NH	03246
NH EMPLOYMENT SECURITY	Nashua Employment Security	56718941057_190211008	S72625416	190211008	6 TOWNSEND W	NASHUA	NH	03063
N H EMPLOYMENT SECURITY	Portsmouth Employment Security	56058931007_325301008	S80232827	325301008	2000 Lafayette Rd	PORTSMOUTH	NH	03801
NH EMPLOYMENT SECURITY	Somersworth Employment Security	56889541017_480901008	S72991693	480901008	6 MARSH BROOK DR	SOMERSWORTH	NH	03878
State of NH	Air Monitoring Monitoring Station (Fire Tower)	56118395086_821623002	S71420818	821623002	0 PACK MONADNOCK	PETERBOROUGH	NH	03458
State of NH	Air Monitoring Monitoring Station (NCORE-PAMS)	5656295012_550723001	S77323727	550723001	0 PACK MONADNOCK	PETERBOROUGH	NH	03458
NH DEPT/TRANSPORTATION AIR RESOURCES DIVISION	Air Monitoring Station Keene (Water St.)	56471751032_888811003	S71419599	888811003	0 WATER ST	KEENE	NH	03431
NEW HAMPSHIRE DES/AIR RESOURCE DIVISION	Air Monitoring Station Laconia (Green St.)	56527741029_664011000	S74334972	664011000	0 GREEN ST	LACONIA	NH	03246
STATE OF NH DES	Air Monitoring Station Londonderry (Pillsbury Rd.)	56710215088_987913007	S73045540	987913007	150 PILLSBURY RD	LONDONDERRY	NH	03053
NH DEPT OF ENVIRONMENTAL SERVICES	Air Monitoring Station Nashua (Gilson Road)	56386041024_673811004	S71420343	673811004	57 GILSON RD	NASHUA	NH	03062
NH ARD PEMBROKE	Air Monitoring Station Pembroke (Exchange St.)	56374941094_654211005	S71440004	654211005	8 EXCHANGE ST	PEMBROKE	NH	03275
NH ARD	Air Monitoring Station Portsmouth (Pierce Isld)	56847741022_460111003	S75343313	460111003	0 PIERCE ISLAND RD	PORTSMOUTH	NH	03801
NH DMB HILL RD/TILTON	Dam-Lakeport Caretaker's House	56852511047_260580008	S75340718	260580008	93 ELM ST	LACONIA	NH	03246
NH DMB HILL RD/TILTON	Dam-Lakeport Electric & Gen Building	56716111018_340280009	S74515879	340280009	0 BAYSIDE CT	LACONIA	NH	03246
NH DMB HILL RD/TILTON	Dam-Lakeport Electric & Gen Building	56716111018_938873008	Unmetered	938873008	0 BAYSIDE CT	LACONIA	NH	03246
NH DMB WATERFLOW SHACK	Dam-Lakeport Flow Gage	56469841043_591111004	S74378847	591111004	0 FORE ST	LACONIA	NH	03246
NH DMB HILL RD/TILTON	Dam-Lochmere Gate House	56068001064_687270005	S74336127	687270005	0 RIVER RD	TILTON	NH	03276
NH DMB HILL RD/TILTON	Dam-Lochmere Gate House	56068001064_952973003	Unmetered	952973003	0 RIVER RD	TILTON	NH	03276
NH DMB HILL RD/TILTON	Dam-Milton 3 Ponds Gate House	56440001063_583170004	S23840691	583170004	0 WHITE MOUNTAIN HWY	MILTON	NH	03851
NH DMB	Dam-Murphy Caretaker House	56901780080_421060001	S72305703	421060001	0 Murphy Dam Rd	Pittsburgh	NH	03592
NH DMB	Dam-Newfound Gate House	56038261061_007121000	S74516068	007121000	0 OLD ROUTE 3A	BRISTOL	NH	03882
NH DMB	Dam-Newfound Lake Level Gage	56028501005_761770006	S74390794	761770006	0 SHORE RD	BRISTOL	NH	03222
NH DMB HILL RD/TILTON	Dam-Ossipee Lake Gate House	56905190039_739360000	S75341692	739360000	0 IRON WORKS RD	EFFINGHAM	NH	03882
NH DMB HILL RD/TILTON	Dam-Ossipee River Gate House	56253441042_890801003	S72313811	890801003	0 PARSONS RD	FREEDOM	NH	03836
ENV RESOURCES	Dam-Silver Lake Gate House	56913541066_807801007	S36775207	807801007	107 SILVER LAKE RD	TILTON	NH	03276
NH DMB HILL RD/TILTON	Dam-Winnisquam Lake Gate House	56064441033_744701004	S92803939	744701004	0 LACONIA RD	TILTON	NH	03276
NH DMB HILL RD/TILTON	Main St (WRBP)	56475390068_420660001	S74384097	420660001	0 MAIN ST	TILTON	NH	03276
NH WATER SUPPLY & POLLUTION	Regional-Great Bay Marina Office Trailer	56695590083_163760004	S74385775	163760004	61 Beane Ln	Newington	NH	03801
ENV RESOURCES	Scenic Dr (Pooram Brk)	56558441036_530801007	S67285054	530801007	280 SCENIC DR	GILFORD	NH	03249
NH WATER SUP POL CONTROL	WRBP Belmont Pump Station	56430090076_311360007	S72985305	311360007	74 SOUTH RD	BELMONT	NH	03220
NH WATER SUP POL CONTROL	WRBP Ellacoya Pump Station	56973211089_375280000	S72922525	375280000	280 SCENIC DR	GILFORD	NH	03249
GILFORD FLOW MONITORING STA	WRBP Gilford Metering Station	56529980088_573260009	S72336721	573260009	0 Houndell Ave	Gilford	NH	03249
NH WATER SUP POL CONTROL	WRBP Gilford Pump Station	56271901043_405970004	S72987594	405970004	74 WEIRS RD	GILFORD	NH	03249
NH WATER SUP POL CONTROL	WRBP Glendale Pump Station	56353390008_833560009	S72987593	833560009	31 DOCK RD	GILFORD	NH	03249
NH WATER SUP POL CONTROL	WRBP Jewett Brook Pump Station	56156590051_762760002	S72986961	762760002	73 STRAFFORD ST	LACONIA	NH	03246
NH WATER SUP POL CONTROL	WRBP Lower Bay Pump Station	56893401026_239570007	S74515915	239570007	48 BAY RD	SANBORNTON	NH	03269
NH WATER SUP POL CONTROL PUMPING STATION	WRBP Maiden Lady Cove Pump Station	56133190074_812460005	S72987396	812460005	763 SCENIC RD	LACONIA	NH	03246
WINNIPESAUKEE RIVER BASIN PRO/C/O T BROFMAN	WRBP Main St Metering Station	56646390070_620660001	S74384742	620660001	0 Main St	TILTON	NH	03276
NH DEPT OF ENVIRONMENT SERV	WRBP N. Main Pump Station	56523916054_063333000	S72268666	063333000	1539 OLD NORTH MAIN ST	LACONIA	NH	03246
NH WATER SUPPLY POLLUTION CONTROL	WRBP Paugus Park Pump Station	56922290085_223560006	S72922372	223560006	29 PAUGUS PARK RD	LACONIA	NH	03246
NH WATER SUPPLY & POLLUTION	WRBP Pendleton Beach PUmp Station	562236121026_443190007	S72987572	443190007	67 PENDLETON BEACH RD	LACONIA	NH	03246
NH WTR SUPPLY & POLLUTION	WRBP River Street Pump Station	56604811018_592880009	S72922371	592880009	101 River St	Franklin	NH	03235
NH WATER SUPPLY & POLLUTION	WRBP Senior Haven Metering Station	56155041023_463401004	S70509818	463401004	0 Lancaster St	FRANKLIN	NH	03235
NH WATER SUP POL CONTROL	WRBP Smith Road Pump Station	56835401068_734570009	S74515929	734570009	163 LOWER BAY RD	SANBORNTON	NH	03269
State of NH	WRBP Wastewater Treatment Plant	80005590932	W14754711	80005590932	528 River St	Franklin	NH	03276

NH Fish & Game Dept	(BFH01) Q 89 Residence (Green)	56940690050_077260009	S69944872	077260009	0 York Pond Rd	Berlin	NH	03570
NH Fish & Game Dept	(BFH01) Q 89 Residence (Green)	56940690050_463360003	S72364887	463360003	0 York Pond Rd	Berlin	NH	03570
NH Fish & Game Dept	(BFH01) Q 89 Residence (Green)	56940690050_376260002	S72364837	376260002	22 Brooke Trout Way	Berlin	NH	03570
NH Fish & Game Dept	(BFH01) Q 89 Residence (Green)	56940690050_363360003	S72364839	363360003	24 Brook Trout Way	Berlin	NH	03570
NH Fish & Game Dept	(BFH01) Q 89 Residence (Green)	56940690050_679260000	S69944884	679260000	24 Brook Trout Way	Berlin	NH	03570
NH Fish & Game Dept	(BFH01) Q 89 Residence (Green)	56940690050_967260009	S72364838	967260009	22 Brooke Trout Way	Berlin	NH	03570
NH Fish & Game Dept	(BFH01) Q 89 Residence (Green)	56940690050_299260000	S72364861	299260000	0 York Pond Rd	Berlin	NH	03570
NH Fish & Game Dept	(BFH01) Q 89 Residence (Green)	56940690050_675360006	S72307811	675360006	0 York Pond Rd	Berlin	NH	03570
NH Fish & Game Dept	(BFH01) Q 89 Residence (Green)	56940690050_772980001	S71098979	772980001	364 N River Rd	Milford	NH	03055-4216
NH Fish & Game Dept	(BFH01) Q 89 Residence (Green)	56940690050_972980001	S71099002	972980001	408 N River Rd	Milford	NH	03055-4216
NH Fish & Game Dept	(BFH01) Q 89 Residence (Green)	56940690050_657760004	S72309277	657760004	0 York Pond Rd	Berlin	NH	03570
NH Fish & Game Dept	(BFH01) Q 89 Residence (Green)	56940690050_761860001	S72309276	761860001	RR 3 Box	Whitefield	NH	03598
NH FISH & GAME DEPT	(LAW10) Mock Cabin	56340751072_040911003	S87224438	040911003	ROUTE 3	PITTSBURG	NH	03592
NH Fish & Game Dept	(LAW11) Kancamagus Garage	56663090090_790111007	S72357075	790111007	0 Kancamagus HWY	Conway	NH	03818
NH Fish & Game Dept	(LAW11) Kancamagus Garage	56663090090_989880000	G21278169	989880000	364 N River Rd	Milford	NH	03055-4216
NH Fish & Game Dept	(LAW11) Kancamagus Garage	56663090090_359880009	S72268241	359880009	386 N River Rd	Milford	NH	03055-4216
NH Fish & Game Dept	(LAW11) Kancamagus Garage	56663090090_181401003	S72625255	181401003	0 River Rd	Milford	NH	03055
NH Fish & Game Dept	(LAW11) Kancamagus Garage	56663090090_749280006	S75235511	749280006	3 Leavitt Ln	Durham	NH	03824
NH Fish & Game Dept	(LAW11) Kancamagus Garage	56663090090_895601003	S74387538	895601003	614 W Shore Rd	Bristol	NH	03222-3751
NH Fish & Game Dept	(LAW11) Kancamagus Garage	56663090090_116511005	S74415776	116511005	5 Bunker Ln	Durham	NH	03824-3300
NH Fish & Game Dept	(LAW11) Kancamagus Garage	56663090090_065860006	S73047213	065860006	RR 3 Box	Whitefield	NH	03598
NH Fish & Game Dept	(LAW11) Kancamagus Garage	56663090090_781401007	S73046543	781401007	1450 Route 3 N	Carroll	NH	03598
NH Fish & Game Dept	(LAW11) Kancamagus Garage	56663090090_453860003	S72268345	453860003	RR 3 Box	Carroll	NH	03595
NH Fish & Game Dept	(LAW11) Kancamagus Garage	56663090090_277260004	S72926549	277260004	0 York Pond Rd	Berlin	NH	03570
NH Fish & Game Dept	(LAW11) Kancamagus Garage	56663090090_130360008	S72364836	130360008	0 York Pond Rd	Berlin	NH	03570
NH Fish & Game Dept	(LAW11) Kancamagus Garage	56663090090_610811002	S73047469	610811002	0 York Pond Rd	Berlin	NH	03570
NH Fish & Game Dept	(LAW11) Kancamagus Garage	56663090090_476211008	S72307808	476211008	0 York Pond Rd	Berlin	NH	03570
NH Fish & Game Dept	(LAW11) Kancamagus Garage	56663090090_961360001	G21278188	961360001	0 York Pond Rd	Berlin	NH	03570
NH Fish & Game Dept	(LAW11) Kancamagus Garage	56663090090_199773002	Unmetered	199773002	RR 3 Box	Whitefield	NH	03598
NH Fish & Game Dept	(LAW11) Kancamagus Garage	56663090090_222973006	Unmetered	222973006	RR 3 Box	Whitefield	NH	03598
NH Fish & Game Dept	(LAW11) Kancamagus Garage	56663090090_575360006	S72307810	575360006	0 York Pond Rd	Berlin	NH	03570
NH Fish & Game Dept	(LAW11) Kancamagus Garage	56663090090_054360007	S72307809	054360007	0 York Pond	Berlin	NH	03570
NH Fish & Game Dept	(LAW11) Kancamagus Garage	56663090090_379111000	S73047472	379111000	0 York Pond Rd	Berlin	NH	03570
NH FISH & GAME DEPT	(MFH09) Pump House #2	56872767009_733173002	S75235882	733173002	0 RIVER RD	MILFORD	NH	03055
NH FISH & GAME DEPT	(TMH05) Composite Sampler Building	56961815032_316703004	S73046541	316703004	1450 ROUTE 3 N	CARROLL	NH	03598
NH YOUTH DEV CTR	Administration Building YDC	56347090003_239260004	S72268900	239260004	1056 RIVER RD	MANCHESTER	NH	03104
State of NH	John Sununu YSC	80040920318	G47037421	80040920318	1056 River Rd	Manchester	NH	03276
NH STATE LIQUOR COMMISSION	Retail Store #02 - West Chesterfield [owned]	56768236085_291733003	S72261669	291733003	0 BRATTLEBORO RD	WEST CHESTERFIELD	NH	03466
NH STATE LIQUOR COMMISSION	Retail Store #04 - Hooksett	56845980044_975260005	S72985603	975260005	1271 HOOKSETT RD UNIT 7	HOOKSETT	NH	03106
NH STATE LIQUOR COMMISSION	Retail Store #05 - Berlin	56556911097_572980009	S73047382	572980009	17 PLEASANT ST	BERLIN	NH	03570
NH STATE LIQUOR COMMISSION	Retail Store #06 - Portsmouth	56104385034_132801003	S75235147	132801003	738 ISLINGTON ST UNIT F	PORTSMOUTH	NH	03801
NH STATE LIQUOR COMMISSION	Retail Store #06 - Portsmouth	56540385093_137701002	S75235024	137701002	738 ISLINGTON ST STE G	PORTSMOUTH	NH	03801
NH STATE LIQUOR COMMISSION	Retail Store #08 - Claremont	56471339028_603714006	S79114559	603714006	367 Washington St	Claremont	NH	03743
NH STATE LIQUOR COMMISSION	Retail Store #10 - Manchester	56979786001_127843005	S72987991	127843005	68 ELM ST	MANCHESTER	NH	03101
NH STATE LIQUOR COMMISSION	Retail Store #13 - Tri-City	56743488041_879090001	S82618618	879090001	481 HIGH ST	SOMERWORTH	NH	03878
NH STATE LIQUOR COMMISSION	Retail Store #14 - Rochester	56783038045_842783008	S72265745	842783008	170 MARKETPLACE BLVD STE 1	ROCHESTER	NH	03867
NH STATE LIQUOR COMMISSION	Retail Store #15 - Keene [owned]	56761451095_537611006	S72991178	537611006	0 ASH BROOK RD LOT 18	KEENE	NH	03431
NH STATE LIQUOR COMMISSION	Retail Store #18 - Colebrook	56543738017_251770005	S72268977	251770005	16 METALLAK PL	COLEBROOK	NH	03276
NH STATE LIQUOR COMMISSION	Retail Store #21 - Peterborough	56773665039_903813005	S72991335	903813005	19 WILTON RD STE 1D	PETERBOROUGH	NH	03458
NH STATE LIQUOR COMMISSION	Retail Store #22 - Brookline	56645151085_218311001	S72268103	218311001	44 ROUTE 13 UNIT 1	BROOKLINE	NH	03033
NH STATE LIQUOR COMMISSION	Retail Store #23 - Conway	56907041073_036401004	S73049815	036401004	234 WHITE MOUNTAIN HWY	CONWAY	NH	03818
NH STATE LIQUOR COMMISSION	Retail Store #23 - Conway	56975631078_549101009	S73049837	549101009	234 WHITE MOUNTAIN HWY	CONWAY	NH	03818
NH STATE LIQUOR COMMISSION	Retail Store #30 - Milford	56850307083_754601001	S72268236	754601001	21 JONES RD UNIT 6	MILFORD	NH	03055
NH STATE LIQUOR COMMISSION	Retail Store #32 - Nashua	56554780049_152060000	S72925184	152060000	28 NORTHWEST BLVD	NASHUA	NH	03063
NH STATE LIQUOR COMMISSION	Retail Store #33 - Manchester	56036290088_798460009	W08104415	798460009	1100 BICENTENNIAL DR	MANCHESTER	NH	03104
NH STATE LIQUOR COMMISSION	Retail Store #33 - Manchester	56087625034_638460004	S72987371	638460004	1100 BICENTENNIAL DR UNIT C1	MANCHESTER	NH	03104
NH STATE LIQUOR COMMISSION	Retail Store #33 - Manchester	56773686092_114560005	S72987419	114560005	1100 BICENTENNIAL DR UNIT C2	MANCHESTER	NH	03104
NH STATE LIQUOR COMMISSION	Retail Store #35 - Hillsboro	56958551079_054711000	S72925051	054711000	13 ANTRIM RD	HILLSBOROUGH	NH	03244
NH STATE LIQUOR COMMISSION	Retail Store #44 - New Hampton	56971157029_552963000	S72269381	552963000	325 ROUTE 104	NEW HAMPTON	NH	03256
NH STATE LIQUOR COMMISSION	Retail Store #48 - Hinsdale	56160041034_673401005	S72295914	673401005	849 BRATTLEBORO RD SIGN	HINSDALE	NH	03451
NH STATE LIQUOR COMMISSION	Retail Store #48 - Hinsdale	56198421059_902873004	Unmetered	902873004	849 BRATTLEBORO RD	HINSDALE	NH	03451
NH STATE LIQUOR COMMISSION	Retail Store #48 - Hinsdale	56198421059_811490000	S72928190	811490000	849 BRATTLEBORO RD	HINSDALE	NH	03451
NH STATE LIQUOR COMMISSION	Retail Store #50 - Nashua	56092297092_500263005	S72625491	500263005	294 DANIEL WEBSTER HWY	NASHUA	NH	03061
NH STATE LIQUOR COMMISSION	Retail Store #52 - Gorham	56519511042_271680003	S72927144	271680003	159 MAIN ST	GORHAM	NH	03581
NH STATE LIQUOR COMMISSION	Retail Store #53 - Hudson	56009780081_304060002	S72925538	304060002	0 LOWELL RD	HUDSON	NH	03051
NH STATE LIQUOR COMMISSION	Retail Store #55 - Bedford	56095076030_915343000	S72987998	915343000	9 LEAVY DR	BEDFORD	NH	03110
NH STATE LIQUOR COMMISSION	Retail Store #56 - Gilford	56700726052_097001006	S74516151	097001006	18 WEIRS RD UNIT 1C	GILFORD	NH	03249
NH STATE LIQUOR COMMISSION	Retail Store #57 - Ossipee	56798790093_943960004	S71419895	943960004	240 ROUTE 16B	OSSIPEE	NH	03864
NH STATE LIQUOR COMMISSION	Retail Store #58 - Goffstown	56273931022_280401003	S72986331	280401003	605 MAST RD	GOFFSTOWN	NH	03102
NH STATE LIQUOR COMMISSION	Retail Store #59 - Merrimack	56579855040_341811009	S72825889	341811009	6 DOBSON WAY UNIT 13B	MERRIMACK	NH	03054
NH STATE LIQUOR COMMISSION	Retail Store #59 - Merrimack	56939731048_930603006	S72925891	930603006	6 DOBSON WAY UNIT 13A	MERRIMACK	NH	03054
NH STATE LIQUOR COMMISSION	Retail Store #61 - Londonderry	56899517064_095853005	S72262141	095853005	137 ROCKINGHAM RD	LONDONDERRY	NH	03053
NH STATE LIQUOR COMMISSION	Retail Store #62 - Raymond [owned]	56348211061_307280002	S75341799	307280002	13 FREETOWN RD	RAYMOND	NH	03077
NH STATE LIQUOR COMMISSION	Retail Store #64 - New London	56480711076_242301000	S72991569	242301000	293 NEWPORT RD	NEW LONDON	NH	03257
NH STATE LIQUOR COMMISSION	Retail Store #65 - Campton	56042011023_516080004	S74515902	516080004	25 VINTINNER RD BLDG 3 UNIT 12	CAMPTON	NH	03223
NH STATE LIQUOR COMMISSION	Retail Store #66 - Hooksett North [owned]	56281811083_468780000	Unmetered	468780000	93 INTERSTATE	HOOKSETT	NH	03106



NH STATE LIQUOR COMMISSION	Retail Store #68 - North Hampton	56041401092_263823003	S74516110	263823003	69 LAFAYETTE RD	NORTH HAMPTON	NH	03862
NH STATE LIQUOR COMMISSION	Retail Store #68 - North Hampton	56041401092_707570005	Unmetered	707570005	69 LAFAYETTE RD	NORTH HAMPTON	NH	03862
NH STATE LIQUOR COMMISSION	Retail Store #69 - Nashua [owned]	56020275095_273323001	S72475782	273323001	25 COLISEUM AVE	NASHUA	NH	03063
NH STATE LIQUOR COMMISSION	Retail Store #71 - Lee	56597041037_053401008	S75240026	053401008	60 CALEF HWY	LEE	NH	03861
NH STATE LIQUOR COMMISSION	Retail Store #74 - Londonderry	56006767057_614963004	s72991874	614963004	5 GARDEN LN UNIT 3	LONDONDERRY	NH	03053
NH STATE LIQUOR COMMISSION	Retail Store #78 - Hampstead	56077937092_326003000	S72268338	326003000	416 EMERSON AVE UNIT 7	HAMPSTEAD	NH	03841
NH STATE LIQUOR COMMISSION	Retail Store #78 - Hampstead	56459984092_420003004	S72268339	420003004	416 EMERSON AVE UNIT 6	HAMPSTEAD	NH	03841
NH STATE LIQUOR COMMISSION	Retail Store #81 - Pembroke	56570187062_785173001	s72985832	785173001	619 SAND RD	PEMBROKE	NH	03275
NH STATE LIQUOR COMMISSION	Retail Store #82 - Warner	56255818072_338183003	S74514746	338183003	14 NICHOLS MILL LN	WARNER	NH	03278
NH DRED	(BBR00W) Well Pumps at Campground	56185501038_499670005	S36500084	499670005	0 SOUTH RD	DEERFIELD	NH	03037
STATE OF NH DRED	(BBR08) Nature Center	56273441055_704801006	S71088036	704801006	159 DEERFIELD RD	ALLENSTOWN	NH	03275
NEW HAMPSHIRE DRED	(BBR18) Campground Toilet Building #1	56032651010_044811001	S71133493	044811001	0 SOUTH RD	DEERFIELD	NH	03037
NH-DRED	(BBR24) CG Registration Building	56858651086_090811007	S71440061	090811007	0 SOUTH RD	DEERFIELD	NH	03037
NH-DRED	(BBR26) Park Office	56786501064_400770005	S71088062	400770005	0 DEERFIELD RD	ALLENSTOWN	NH	03275
NH-DRED	(BBR26) Park Office	56854175098_419701007	S71438229	419701007	0 DEERFIELD RD	ALLENSTOWN	NH	03275
NH DRED	(BBR27) Bathhouse Catamount Pond	56285501029_216670000	S61607446	216670000	0 DEERFIELD RD	ALLENSTOWN	NH	03275
NEW HAMPSHIRE	(BBR30) Group Area	56128041076_170501007	S71088065	170501007	ROUTE 28	ALLENSTOWN	NH	03275
NH-DRED	(BBR85) Toll Booth	56417051067_028211008	S71088063	028211008	0 DEERFIELD RD	ALLENSTOWN	NH	03275
NH DRED	(BBR93) Campground Shower Building	56486041015_431501009	S71439915	431501009	0 SOUTH RD	DEERFIELD	NH	03037
STATE OF NH OF PARKS	(BBR99 BH) Bathhouse	56488818048_661483008	S70565720	661483008	0 PODUNK RD	ALLENSTOWN	NH	03275
RESOURCES & ECONOMIC	(BBW83) - DRED Warehouse	56355874009_232692007	S72271433	232692007	157 DEERFIELD RD	ALLENSTOWN	NH	03275
NH DEPT OF RESOURCES	(BLK01) Belknap Fire tower	56083694067_077770004	S72271430	077770004	0 CARRIAGE RD	GILFORD	NH	03249
REC & ECONOMIC DEV	(Can00) Peabody Signal Light	56124601022_777770003	S72359336	777770003	BOX RR 18	FRANCONIA	NH	03580
NH-DRED	(CHT01) Visitor Center	56531007045_623453000	S70511323	623453000	1809 ROUTE 9	CHESTERFIELD	NH	03443
NH-DRED CLOUGH STATE PARK	(CLH01) Maintenance Garage	56262231038_328890009	S88104028	328890009	0 CLOUGH PARK RD	WEARE	NH	03281
DEPARTMENT OF CULTURAL RESOURCES	(CNT01) Contocook Covered Bridge	56835715079_483703008	S72286843	483703008	0 MAIN ST	HOPKINTON	NH	03229
STATE OF NH DRED	(ELL02) Cottage	56781931076_408301007	S74516059	408301007	280 SCENIC DR	GILFORD	NH	03249
STATE OF NH DRED	STATE OF NH DRED	56443211040_919280001	S72983161	919280001	280 SCENIC DR	GILFORD	NH	03249
NH-DRED ELLACOYA STATE PARK	(ELL06) Beach Bathhouse	56882741051_077901002	S75340421	077901002	280 SCENIC DR	GILFORD	NH	03249
NEW HAMPSHIRE DEPT RES & ECON DEV	(FOX01) Headquarters Building	56968690024_410873002	Unmetered	410873002	309 CENTER RD	HILLSBOROUGH	NH	03244
NEW HAMPSHIRE DEPT RES & ECON DEV	(FOX01) Headquarters Building	56968690024_141960005	S72374898	141960005	309 CENTER RD	HILLSBOROUGH	NH	03244
NEW HAMPSHIRE DEPT RES & ECON DEV	(FOX04) Conference Building	56647741040_267011001	S73048481	267011001	309 CENTER RD	HILLSBOROUGH	NH	03244
NH-DRED FRANKLIN PIERCE HOMESTEAD	(FPH01) Pierce Homestead	56073836082_470180001	S73048898	470180001	301 2ND NH TPKE	HILLSBOROUGH	NH	03244
NH-DRED FRANKLIN PIERCE HOMESTEAD	(FPH01) Pierce Homestead	56073836082_388773009	Unmetered	388773009	301 2ND NH TPKE	HILLSBOROUGH	NH	03244
STATE OF NH DRED	(FRL02) Forest Lake Main Building	56359221066_985290007	S92803913	985290007	0 FOREST LAKE RD	DALTON	NH	03598
NH-DRED FORT STARK	(FST02) MACHINE SHOP	56340311026_397380007	S70463082	397380007	0 WILD ROSE LN	NEW CASTLE	NH	03854
NH-DRED GREENFIELD STATE PARK	(GRN01) Manager's House/Office/Admin Bldg	56568501084_771770005	S72261833	771770005	0 MAINTENANCE RD	GREENFIELD	NH	03047
STATE OF NH DRED	STATE OF NH DRED	56999501000_366670009	S72370197	366670009	117 BEACH RD	GREENFIELD	NH	03047
NEW HAMPSHIRE GREENFIELD STATE PARK	(GRN08) Refreshment Stand	56293331070_991001001	S75343866	991001001	133 BEACH RD	GREENFIELD	NH	03047
NH-DRED NO HAMPTON STATE PARK	(HBN01) Toilet North Hampton State Park	56191246008_289933008	S75341763	289933008	27 OCEAN BLVD	NORTH HAMPTON	NH	03862
NH-DRED	(JEN01) Toilet Bldg	56906311006_650480007	S76471436	650480007	2277 OCEAN BLVD	RYE	NH	03870
NH-DRED JENNESS BEACH	(JEN02) Jenness Beach(OutdoorLighting)	56515311033_774380004	Unmetered	774380004	0 OCEAN BLVD	RYE	NH	03276
STATE OF NH DIVISION PARKS RECREATIO TRAILS BU	(JLR01) Jericho bathhouse	56516467016_861273006	S76826624	861273006	298 JERICHO LAKE RD	BERLIN	NH	03570
STATE OF NH DIVISION PARKS RECREATIO TRAILS BU	(JLR06) Jericho Visitors Center	56389545039_567413004	S73047449	567413004	298 JERICHO LAKE RD	BERLIN	NH	03570
STATE OF NH DRED	STATE OF NH DRED	56450780093_186950004	S71419818	186950004	0 RIVER RD	PITTSBURG	NH	03592
STATE OF NH DRED	(LFR05) Bathhouse & Visitors Center	56636541013_229801004	S73047944	229801004	0 RIVER RD	PITTSBURG	NH	03592
STATE OF NH DRED, LAKE FRANCIS	(LFR06) Trails Garage	56402215008_780603008	S72362973	780603008	439 RIVER RD	PITTSBURG	NH	03592
NH-DRED MOOSE ROOK CAMPGROUND	(MBR01) Administration Bldg	56905021051_167980002	S73047440	167980002	30 JIMTOWN RD	GORHAM	NH	03581
NH-DRED MOOSE ROOK CAMPGROUND	(MBR01) Administration Bldg	56905021051_412873008	Unmetered	412873008	30 JIMTOWN RD	GORHAM	NH	03581
NH-DRED MOOSE BROOK STATE PK/GAR	(MBR02) Garage	56896021060_335090001	S75342524	335090001	30 JIMTOWN RD	GORHAM	NH	03581
NH-DRED MOOSE BROOK CAMPGROUND	(MBR03) Shower/Toilet Bldg	56884680034_231950002	S73047437	231950002	0 JIMTOWN RD	GORHAM	NH	03581
NH-DRED MILAN HILL	(MHL01) Caretaker's House	56800780033_366950004	S72364844	366950004	427 Milan Hill Rd	Milan	NH	03588
NH-DRED MILAN HILL	(MHL04) Milan Hill Outdoor Lighting	56541931002_047301003	Unmetered	47301003	0 MILAN HILL RD	MILAN	NH	03588
NH-DRED MILLER STATE PARK BASE	(MIL01) Office/Storage Shed	56531141026_191501007	S71112913	191501007	ROUTE 101	PETERBOROUGH	NH	03458
NH-DRED MILLER STATE PARK BASE	(MIL08) Fire Tower	56938046059_606711001	S71419936	606711001	0 PACK MONADNOCK	PETERBOROUGH	NH	03458
STATE OF NEW HAMPSHIRE DIVISION OF FOREST & LA	(MI09) Communication Building	56433377066_342580009	W08106702	342580009	0 PACK MONADNOCK	PETERBOROUGH	NH	03458
NH-DRED MILAN HILL	(MLH01) Fire Tower	56450236035_739633007	S75342510	739633007	427 MILAN HILL RD	MILAN	NH	03588
NH-DRED MILAN HILL TOWER	(MLH01) Fire Tower	56530780097_079950008	S72364890	079950008	427 MILAN HILL RD	MILAN	NH	03588
NH-DRED MONADNOCK STATE PARK	(MOD02) Warden's Cabin	56466021037_887980008	S73049159	887980008	169 POOLE RD	JAFFREY	NH	03452
NH-DRED MONADNOCK STATE PARK	(MOD05) Park Store	56651631061_540101002	S73048965	540101002	0 POOLE RD	JAFFREY	NH	03452
NH-DRED MONADNOCK STATE PARK	(MOD11) Main Toilet Building	56538188004_943104009	S79286241	943104009	169 POOLE RD	JAFFREY	NH	03452
STATE OF NH DRED	(MOD15) Toll Booth Old Toll Road	56702041096_575401009	S72371068	575401009	0 HALFWAY HOUSE RD	JAFFREY	NH	03452
NH DRED MOD24 GILSON POND PARK	(MOD24) Campground Bathhouse	56314515065_111603002	S73049115	111603002	585 DUBLIN RD	JAFFREY	NH	03452
STATE OF NH DRED, LAKE FRANCIS	(MOD24) Campground Bathhouse	56649674090_692692000	S72366210	692692000	585 DUBLIN RD	JAFFREY	NH	03452
NH-DRED MONADNOCK STATE PARK	(MOD25) Seasonal cottage REED CAMP	56077608099_980121003	S72370978	980121003	782 Mountain Rd	JAFFREY	NH	03452
NH-DRED MOLLIDGEGWOCK STATE PARK	(MOL01) Office	56505580092_088850003	S72354530	088850003	1437 BERLIN RD	ERROL	NH	03579
State of NH	(MTW01) Sherman Adams Building	80052120187	G50438831	8001512-01-8-7-00	Base Rd	Carroll	NH	03276
NHN DIV OF FOREST & LAND NORTH COUNTRY HEAD	(NHQ01)North Region Headquarters	56901041020_275401001	S73046704	275401001	0 MAIN ST	LANCASTER	NH	03584
NH DEPT NATURAL & CULTURAL RES A	(NHQ02) Pole Barn	56598029031_037014007	S706911413	037014007	629B MAIN ST	LANCASTER	NH	03584
NH-DRED NORTHWOOD MEADOWS	(NOR03) NORTHWOOD(OutdoorLighting) Ace#563204510	565320451024_912611005	Unmetered	912611005	0 CROWN POINT RD	STRAFFORD	NH	03884
NH-DRED ODIORNE POINT VISTOR CTR	(ODN01) Science Center	56690931035_326033008	S74635804	326033008	570 OCEAN BLVD	RYE	NH	03870
NH-DRED ODIORNE POINT VISTOR CTR	(ODN01) Science Center	56690931035_282033004	S73008280	282033004	570 OCEAN BLVD	RYE	NH	03870
NEW HAMPSHIRE DRED	(ODN04) Toilet Building	56073751034_758811005	S73008279	758811005	505 OCEAN BLVD	RYE	NH	03870
NH-DRED ODIORNE POINT STATE PARK	(ODN09) Ralph Brown Barn & Greenhouse	56246051098_752311009	S72347567	752311009	505 OCEAN BLVD	RYE	NH	03870
NH-DRED ODIORNE POINT STATE PARK	(ODN10) Odiorne S.Park(Outdoor Lighting)	56756041075_804501006	out door lighting	804501006	0 PIONEER RD	RYE	NH	03870

NH-DRED PISGAH STATE PARK	(PGH01) Maintenance Garage	56414701094_846870005	S72376054	846870005	0 HORSESHOE RD	CHESTERFIELD	NH	03443
NH-DRED PISGAH STATE PARK	(PGH03) Visitor's Center	56786241075_920701006	S72295324	920701006	520 OLD CHESTERFIELD RD	WINCHESTER	NH	03470
NH-DRED RYE HARBOR STATE PARK	(RAG01) Cottage	56929111060_965280001	S72348625	965280001	1730 OCEAN BLVD	RYE	NH	03870
STATE OF NH DRED	(RAG02) Ragged Neck Toilet Building	56811986090_818153004	S69946334	818153004	0 OCEAN BLVD	RYE	NH	03870
NH-DRED R FROST HOMESTEAD	(RBT01) Frost Homestead	56665911004_165980005	S79296654	165980005	0 ROCKINGHAM RD	DERRY	NH	03038
STATE OF NH DRED	(ROL01) Cottage	56761021039_685980000	S72371547	685980000	0 KEARSARGE MT RD	WARNER	NH	03278
NH-DRED LEARNING CENTER	(SHL01) Forestry Learning Center	56698390069_971660000	S73049481	971660000	397 OLD STREET RD	PETERBOROUGH	NH	03458
NH	(SHL03) McGreal House	56620490045_257660006	S21212006	257660006	395 Old Street Rd	PETERBOROUGH	NH	03458
STATE OF NH DRED	(SLV00) Caution Lights Rt22	56070741038_578901009	S90532998	578901009	0 SILVER LAKE RD	HOLLIS	NH	03049
STATE OF NH DRED	(SLV00) Caution Lights@Fence	56145931002_852301008	S90532997	852301008	0 SILVER LAKE RD	HOLLIS	NH	03049
NH-DRED SILVER LAKE STATE PARK	(SLV03) Pump House	56314311085_520480006	S70986001	520480006	0 SILVER LAKE RD	HOLLIS	NH	03049
STATE OF NH DRED	(SUN04) Bath house/Concession	56041090077_657260000	S73052112	657260000	0 BAY POINT RD	NEWBURY	NH	03255
STATE OF NH DRED	STATE OF NH DRED	56563641000_025901001	S72396895	025901001	0 BAY POINT RD	NEWBURY	NH	03255
STATE OF NH DRED	(SVL01) Concession Stand/Office	56699831095_401401006	S71420124	401401006	0 SILVER LAKE RD	HOLLIS	NH	03049
NH-DRED	(TAY01) Ballard SF SawMill	56104511068_754580009	S71118027	754580009	0 ISLAND POND RD	DERRY	NH	03038
NH-DRED UMBAGOG LAKE ST CAMP	(UMB00) Umbagog All Buildings Meter on pole	56582051090_702311001	S73047456	702311001	0 ROUTE 26	CAMBRIDGE	NH	03579
STATE OF NH DRED	(UMB00) Umbagog RV Loop East	56645351081_786411002	S82285785	786411002	235 ROUTE 26 E	ERROL	NH	03579
STATE OF NH DRED	(UMB00) Umbagog RV Loop West	56933351041_286411002	S72360632	286411002	0 ROUTE 26	CAMBRIDGE	NH	03579
DIV FORESTS & LANDS	(URB01) Admin/Stone House	56204980064_657160004	S72328902	657160004	45 Elwyn Rd	Portsmouth	NH	03801
DIV FORESTS & LANDS	(URB01) Admin/Stone House	56204980064_253260005	S75341153	253260005	45 Elwyn Rd	Portsmouth	NH	03801
DIV FORESTS & LANDS	(URB01) Admin/Stone House	56204980064_607414005	Unmetered	607414005	45 Elwyn Rd	Portsmouth	NH	03801
DIV FORESTS & LANDS	(URB02) Learning Center / Meeting Barn	56319051090_257311001	S75341156	257311001	45 Elwyn Rd	Portsmouth	NH	03801
DIV FORESTS & LANDS	(URB03) Maintenance Barn	56980151062_209311003	S75341056	209311003	45 Elwyn Rd	Portsmouth	NH	03801
STATE OF NH DRED	(WAD02) Cottage & Garage	56684741010_220111001	S21212106	220111001	0 WADLEIGH HILL RD	NORTH SUTTON	NH	03260
NH-DRED WALLIS SANDS STATE PARK	(WAL01) Main Building	56723811014_296880005	S75234842	296880005	1050 OCEAN BLVD	RYE	NH	03870
NH-DRED WALLIS SANDS STATE PARK	(WAL02) Toll Booth	56514811025_497880006	S75234692	497880006	1050 OCEAN BLVD	RYE	NH	03276
NH-DRED WENTWORTH COOLIDGE MAN	(WCM01) Wentworth Coolidge Mansion	56042090092_542360003	S75340833	542360003	375 LITTLE HARBOR RD	PORTSMOUTH	NH	03801
NH-DRED WENTWORTH COOLIDGE MAN	(WCM01) Wentworth Coolidge Mansion	56202541058_375801009	S75343235	375801009	375 LITTLE HARBOR RD	PORTSMOUTH	NH	03801
STATE OF NH DRED	(WEB03) Birthplace	56190390062_008560003	S72329513	008560003	131 NORTH RD	FRANKLIN	NH	03235
STATE OF NH DRED	(WEB03) Birthplace	56190390062_353773002	Unmetered	353773002	131 NORTH RD	FRANKLIN	NH	03235
STATE OF NH DRED	(WEL01) Manager's Residence	56705431021_277001001	S74387536	277001001	650 W SHORE RD	ALEXANDRIA	NH	03222
STATE OF NH DRED	(WEL04) Pump House (3-phase elec)	56682431077_340001008	S74515298	340001008	614 W SHORE RD	BRISTOL	NH	03222
STATE OF NH DRED	(WEL05) New Bathhouse	56065431041_838990002	S75343992	838990002	614 W SHORE RD	BRISTOL	NH	03222
STATE OF NH DRED	STATE OF NH DRED	56452841000_110111001	S74387537	110111001	614 W SHORE RD	BRISTOL	NH	03222
STATE OF NH DRED	(WHT01) Manager Residence	56411990021_524070002	S73047584	524070002	1632 WHITE MOUNTAIN HWY	TAMWORTH	NH	03886
STATE OF NH DRED	(WHT01) Manager Residence	56411990021_917503002	S72314135	917503002	1632 WHITE MOUNTAIN HWY	TAMWORTH	NH	03886
STATE OF NH DRED	(WHT01) Manager Residence	56411990021_865973000	Unmetered	865973000	1632 WHITE MOUNTAIN HWY	TAMWORTH	NH	03886
STATE OF NH DRED	(WHT01) Manager Residence	56411990021_790973004	Unmetered	790973004	1632 WHITE MOUNTAIN HWY	TAMWORTH	NH	03886
STATE OF NH DRED	STATE OF NH DRED	56419248026_595593003	S70942382	595593003	52 MANAGERS WAY	TAMWORTH	NH	03886
NH-DRED WHITE LAKE STATE PARK	(WHT04) Concession Stand/Shelter	56099011090_917180001	S73047583	917180001	1632 WHITE MOUNTAIN HWY	TAMWORTH	NH	03886
NH-DRED WHITE LAKE STATE PARK	(WHT04) Concession Stand/Shelter	56099011090_768973005	Unmetered	768973005	1632 WHITE MOUNTAIN HWY	TAMWORTH	NH	03886
NH-DRED WHITE LAKE STATE PARK	(WHT06) Pumphouse	56110741030_501011001	S72314133	501011001	1632 WHITE LAKE RD	TAMWORTH	NH	03886
NH-DRED WHITE LAKE STATE PARK	(WHT09) Bathroom 2/Changing Room 2	56455715086_757603002	S72356134	757603002	329 STATE PARK RD RD	TAMWORTH	NH	03886
NH-DRED WHITE LAKE STATE PARK	(WHT10) Bathhouse # 1	56662241041_253501002	S73049253	253501002	0 DEPOT RD	TAMWORTH	NH	03886
NH-DRED WHITE LAKE STATE PARK	(WHT13) Shower & Toilet Bldg Area 3	56103141099_960501008	S73049256	960501008	1632 WHITE MOUNTAIN HWY	TAMWORTH	NH	03886
NH-DRED TRAILS BUREAU	(WHT20) Trails Garage	56164641037_559801008	S72314077	559801008	1632 ROUTE 16	TAMWORTH	NH	03886
NH-DRED WEEKS STATE HIST SITE	(WKS01) Mansion	56881031066_438790007	S73046817	438790007	304 PROSPECT ST	LANCASTER	NH	03584
NEW HAMPSHIRE DIV OF RESOURCES DEV	(WRN01) Warner Hill Fire Tower	56156490088_607660009	S71141314	607660009	0 WARNER HILL RD	DERRY	NH	03038
NH DEPT OF SAFETY	DMV - Gorham	56540907045_964090007	S72991347	964090007	491 GORHAM RD	GORHAM	NH	03581
NH DEPT OF SAFETY	DMV Doverpoint - Substation	56735390015_613660006	Unmetered	613660006	50 DOVER POINT RD	DOVER	NH	03820
NH DEPT OF SAFETY	DMV Doverpoint - Substation	56825390057_057560008	S75240077	057560008	50 BOSTON HARBOR RD	DOVER	NH	03820
NH DIVISION OF MOTOR VEHICLES	DMV Keene Sub	56175329044_146401008	S72927944	146401008	149 Emerald St STE A2	KEENE	NH	03431
NH MOTOR VEHICLES	DMV Manchester Sub Station	56111351052_667511003	S72266436	667511003	377 S WILLOW ST UNIT B203	MANCHESTER	NH	03103
NH MOTOR VEHICLES	DMV Manchester Sub Station	56376351037_969411008	S72266435	969411008	377 S WILLOW ST UNIT B202	MANCHESTER	NH	03103
NH DEPARTMENT OF SAFETY DIVISION MOTOR VEHICL	DMV-Newport Substation	56735777062_095813003	S72987040	095813003	20 N MAIN ST UNIT B	NEWPORT	NH	03773
NEW HAMPSHIRE EMERGENCY COMM	E-911 Laconia PSAP	56802641019_394901000	S72987382	394901000	50 COMMUNICATION DR	LACONIA	NH	03246
NEW HAMPSHIRE DEPT OF SAFETY	Fire Academy North Country Training Facility	56186436085_818290002	Unmetered	818290002	0 TRUDEAU RD	BETHLEHEM	NH	03574
NEW HAMPSHIRE DEPT OF SAFETY	Fire Academy North Country Training Facility	56532536034_122390000	S70661785	122390000	0 TRUDEAU RD	BETHLEHEM	NH	03276
NEW HAMPSHIRE DEPT OF SAFETY	Fire Academy North Country Training Facility	56616246013_713043003	S72303698	713043003	0 TRUDEAU RD UNIT 12	BETHLEHEM	NH	03574
NH DEPT OF SAFETY DIV OF SAFETY 33 HAZEN DR	Marina Patrol Headquarters - Boathouse	5695957024_613373000	S75239998	613373000	31 DOCK RD	GILFORD	NH	03249
NH DEPT OF SAFETY	Marine Patrol - Bridge Lights	56417301017_018470008	S72338704	018470008	0 SUMMIT AVE	GILFORD	NH	03249
NH DEPT OF SAFETY	Marine Patrol - Bridge Lights	56651131055_229890006	S72462156	229890006	0 DANIEL WEBSTER HWY	SANBORNTON	NH	03269
NEW HAMPSHIRE DEPT OF SAFETY	Marine Patrol - Bridge Lights	56671511061_448480002	Unmetered	448480002	0 DIXON ST	LACONIA	NH	03246
NH DEPT OF SAFETY	Marine Patrol Boater Ed & Boat Storage Bldg	56959841081_908011002	S72987809	908011002	3 HIGGINS DR	BELMONT	NH	03220
NH STATE POLICE ADMIN SER BUREAU	State Police Radio Transmission Sites	56044490035_571760006	G75044605	571760006	2460 ROUTE 123 N	STODDARD	NH	03464
NH STATE POLICE DEPT OF SAFETY	State Police Radio Transmission Sites	56438441099_611801000	W08106705	611801000	0 HURRICANE RD	WESTMORELAND	NH	03467
NEW HAMPSHIRE DEPT OF SAFETY	State Police Radio Transmission Sites	56447441098_102801009	S73045621	102801009	0 WARNER HILL RD	DERRY	NH	03038
NH DEPT OF SAFETY	State Police Radio Transmission Sites	56631541083_649701004	S73052783	649701004	0 CROWN POINT RD	STRAFFORD	NH	03884
NEW HAMPSHIRE DEPT OF SAFETY OPERATIONS	State Police Radio Transmission Sites	56872741004_551011005	W08106708	551011005	0 PACK MONADNOCK	PETERBOROUGH	NH	03458
NH DEPT OF SAFETY	State Police Troop B Bedford	56946384021_526992000	S72268914	526992000	16 TOLL PLAZA RD	BEDFORD	NH	03110
NH DEPT OF SAFETY	Troop A - MV Substation	56724101058_836270009	S75343767	836270009	315 CALEF HWY	EPPING	NH	03042
NEW HAMPSHIRE DEPT OF SAFETY	Troop C - MV Substation	56959790080_297960001	S72271624	297960001	0 CHESTERFIELD RD	KEENE	NH	03431
NEW HAMPSHIRE DEPT OF SAFETY	Troop C - MV Substation	56959790080_091083006	Unmetered	091083006	0 CHESTERFIELD RD	KEENE	NH	03431
NEW HAMPSHIRE DEPT OF SAFETY	Troop C - MV Substation	56959790080_831973004	Unmetered	831973004	0 CHESTERFIELD RD	KEENE	NH	03431
NEW HAMPSHIRE DEPT OF SAFETY	Troop C - MV Substation	56959790080_397960001	S71144615	397960001	0 CHESTERFIELD RD	KEENE	NH	03431
STATE POLICE HDQTRS	Troop E - MV Substation	5666011089_724180000	S73049591	724180000	1864 WHITE MOUNTAIN HWY	TAMWORTH	NH	03886

STATE POLICE HDQTRS	Troop E - MV Substation	5666011089_121973006	Unmetered	121973006	1864 WHITE MOUNTAIN HWY	TAMWORTH	NH	03886
NH DEPT OF SAFETY	Troop F - MV Substation	56920690013_467760004	Unmetered	467760004	549 ROUTE 302	CARROLL	NH	03598
NH DEPT OF SAFETY	Troop F - MV Substation	56920690013_968973005	Unmetered	968973005	549 ROUTE 302	CARROLL	NH	03598
NH DEPT OF SAFETY	Troop F - MV Substation	56920690013_119873002	S73046827	119873002	549 ROUTE 302	CARROLL	NH	03598
NH DEPARTMENT OF SAFETY NORTHBOUND WEIGH ST	Windham Weigh Station (North) - (DOT Owned)	56019541010_937901001	S73046201	937901001	0 ROUTE 93	WINDHAM	NH	03087
NH DEPARTMENT OF SAFETY SOUTHBOUND WEIGH ST	Windham Weigh Station (South) - (DOT Owned)	56263641029_703901000	S73046203	703901000	0 ROUTE 93	WINDHAM	NH	03087
NEW HAMPSHIRE BRIDGE MAINTENANCE	Bridge Maint Crew 13 Office Bldg Range Rd Franklin	56220711014_325780005	S82374645	325780005	13 RANGE RD	FRANKLIN	NH	03235
NH DEPT TRANSPORTATION BRIDGE MAINTENANCE DIV	Bridge Maintenance Crew 01	56601641012_869901003	S71440633	869901003	111 MIDDLE ST	LANCASTER	NH	03276
NH DEPT TRANSPORTATION BRIDGE MAINTENANCE DIV	Bridge Maintenance Crew 01	56601641012_628014008	Unmetered	628014008	111 MIDDLE ST	LANCASTER	NH	03276
NH Dept/Transportation BRIDGE M	Bridge Maintenance Crew 02	56659490072_444760003	S83645745	444760003	0 Route 3	Carroll		03595
NH Dept/Transportation BRIDGE M	Bridge Maintenance Crew 02	56659490072_668570008	S71438205	668570008	0 River Rd	Allenstown		03275
NH Dept/Transportation BRIDGE M	Bridge Maintenance Crew 02	56659490072_273580005	S75341950	273580005	39 Exeter Rd	Newfields		03856
NH Dept/Transportation BRIDGE M	Bridge Maintenance Crew 02	56659490072_066680002	S75343348	066680002	13 Range Rd	Franklin		03235-1089
NH Dept/Transportation BRIDGE M	Bridge Maintenance Crew 02	56659490072_484560008	S74335437	484560008	42 SALISBURY RD	FRANKLIN	NH	03276
NH DOT BRIDGE MAINTENANCE	Bridge Maintenance Crew 03	56813931086_616301007	S74342276	616301007	98 NH ROUTE 104	NEW HAMPTON	NH	03256
STATE OF NH DOT BRIDGE MAINTENANCE	Bridge Maintenance Crew 05 Pinewood Rd	56546396086_586253004	S70510988	586253004	249 PINWOOD RD	ALLENSTOWN	NH	03275
NEW HAMPSHIRE BRIDGE MAINTENANCE PO BOX 483	Bridge Maintenance Crew 07	56997541040_851901001	S71419921	851901001	0 SALMON BROOK RD	ANTRIM	NH	03244
NEW HAMPSHIRE BRIDGE MAINTENANCE	Bridge Maintenance Crew 11	56453997074_821401003	S74413409	821401003	73 COFFIN RD	EPPING	NH	03042
NH DEPT TRANSPORTATION	Bridge Maintenance Crew 13B Bailey 42 Salisbury	56361390024_087560005	S75343230	087560005	42 SALISBURY RD	FRANKLIN	NH	03235
NEW HAMPSHIRE BRIDGE MAINTENANCE DIV	Bridge Maintenance Crew 15	56061411054_828480005	S75341410	828480005	10 RANGER WAY	PORTSMOUTH	NH	03801
DOT BRIDGE MAINTENANCE DIV	Bridge Maintenance Crew 15	56293411054_810580005	S75341388	810580005	10 RANGER WAY	PORTSMOUTH	NH	03801
NH DEPT/TRANSPORTATION	District 1 - Shed 101U	56366831048_121301009	S70590465	121301009	2947 N MAIN ST	PITTSBURG	NH	03592
NH DOT - DISTRICT 1	District 1 - Shed 102	56060547064_131763003	S72459731	131763003	8 GRANT RD	COLEBROOK	NH	03576
NH DOT - DISTRICT 1	District 1 - Shed 102	56098501042_290770003	S72360332	290770003	8 GRANT RD	COLUMBIA	NH	03576
NH DOT - DISTRICT 1	District 1 - Shed 102	56098501042_190770003	S73047169	190770003	8 GRANT RD	COLUMBIA	NH	03576
NH DEPT/TRANSPORTATION	District 1 - Shed 103	56846580041_921390006	S73047395	921390006	143 DAM RD	ERROL	NH	03579
NH DOT - DISTRICT 1	District 1 - Shed 104	56260111000_476180001	S73046874	476180001	116 BROWN RD	GROVETON	NH	03582
NH DOT - DISTRICT 1	District 1 - Shed 105	56871190088_795360009	S75343826	795360009	180 SPRUCEVILLE RD	MILAN	NH	03588
NH DOT - DISTRICT 1	District 1 - Shed 106	56959611096_241780007	S73047831	241780007	32 STATE GARAGE RD	MILAN	NH	03588
NH DOT - DISTRICT 1	District 1 - Shed 107L	5654421023_384090004	S72271869	384090004	621 MAIN ST	LANCASTER	NH	03584
NH DOT - DISTRICT 1	District 1 - Shed 107W	56043290048_405460009	S73047919	405460009	24 FOSTER DR	WHITEFIELD	NH	03598
NH DOT - DISTRICT 1	District 1 - Shed 107W	56484249057_255514005	S83112953	255514005	24 FOSTER DR	WHITEFIELD	NH	03598
NH DEPT/TRANSPORTATION	District 1 - Shed 108	56696580000_138850001	S73046721	138850001	160 STAG HOLLOW RD	JEFFERSON	NH	03583
NH DEPT/TRANSPORTATION	District 1 - Shed 109	56191321025_583950000	S72354725	583950000	1 MORIN DR	GORHAM	NH	03581
NH DOT	District 1 - Shed 109P	56933801045_005970006	S73047783	005970006	469 ROUTE 16	PINKHAM GRNT	NH	03581
NH DOT - DISTRICT 1	District 1 - Shed 112	56367521002_415490009	S72363920	415490009	3997 ROUTE 302 E	CARROLL	NH	03595
NH DOT - DISTRICT 1	District 1 - Shed 112	56367521002_119490003	S73046686	119490003	3997 ROUTE 302 E	CARROLL	NH	03595
NH DOT - DISTRICT 1	District 1 - Shed 112 Construction Trailer	56804006054_522823004	S73047224	522823004	500 ROUTE 302	CARROLL	NH	03598
NH DOT - DISTRICT 1	District 1 - Shed 112T (Old 111 shed)	56579590035_465860006	S75343943	465860006	500 ROUTE 302 E	TWIN MT	NH	03595
NH DOT - DISTRICT 1	District 1 - Shed 112T (Old 111 shed)	56580690097_500860008	S72271557	500860008	500 ROUTE 302 WEST	CARROLL	NH	03595
NH DOT - DISTRICT 1	District 1 - Shed 112T (Old 111 shed)	56986345007_373313002	S72310689	373313002	500 ROUTE 302	CARROLL	NH	03598
NH DOT - DISTRICT 1	District 1 - Shed 114R	56207309014_821804005	S77188250	821804005	231 S MAIN ST	LISBON	NH	03585
NH DOT - DISTRICT 1	District 1 - Shed 116	56049541055_276901006	S73047057	276901006	1157 PROFILE RD	FRANCONIA	NH	03580
NH DOT - DISTRICT 1	District 1 - Shed 124	56235601085_459770006	S71440611	459770006	327 BUTTERHILL RD	FRANCONIA	NH	03580
NH DOT DISTRICT	District 2 - Shed 201	56277251039_699014007	Unmetered	699014007	0 ROUTE 10	ORFORD	NH	03777
NH DOT DISTRICT	District 2 - Shed 201	56277251039_044411000	S73050181	044411000	0 ROUTE 10	ORFORD	NH	03777
NH DEPT/TRANSPORTATION	District 2 - Shed 213	56564841062_596111003	S73050355	596111003	8 POST OFFICE RD	SUNAPEE	NH	03782
NH Dept Transportation	District 2 - Shed 214	56708211016_392370007	S73052132	392370007	RR 103 Box	Newbury	NH	03255
NH Dept Transportation	District 2 - Shed 214	56708211016_185380007	S73050354	185380007	8 Post Office Rd	Sunapee	NH	03782
NH Dept Transportation	District 2 - Shed 214	56708211016_709170009	S74929364	709170009	0 Little Sunapee Rd	New London	NH	03257
NH Dept Transportation	District 2 - Shed 214	56708211016_466160005	S73053449	466160005	84 Ayers Island Rd	Bristol	NH	03222-3200
NH Dept Transportation	District 2 - Shed 214	56708211016_132560004	S75343560	132560004	42 Salisbury Rd	Franklin	NH	03235-2500
NH Dept Transportation	District 2 - Shed 214	56708211016_054270002	S72402805	054270002	0 Village Rd	Newbury	NH	03255
NH DEPT TRANSPORTATION	District 2 - Shed 214 (Old)	56466651080_162811001	S71440692	162811001	10 DUMP RD	NEW LONDON	NH	03257
NH Dept/Transportation	District 3 - District Office 398	56968438069_076701007	S72326395	076701007	8 Butter Hill Rd	Chatham	NH	03813
NH Dept/Transportation	District 3 - District Office 398	56968438069_178701002	S72315143	178701002	493 White Mountain Way	Tamworth	NH	03886-4602
NH Dept/Transportation	District 3 - District Office 398	56968438069_864490000	S73049207	864490000	493 White Mountain Way	Tamworth	NH	03886
NH Dept/Transportation	District 3 - District Office 398	56968438069_774170001	S73047797	774170001	18 State Garage Way	Freedom	NH	03836
NH Dept/Transportation	District 3 - District Office 398	56968438069_089670005	S75100223	089670005	1540 Wakefield Rd	Wakefield	NH	03872
NH Dept/Transportation	District 3 - District Office 398	56968438069_920360005	S75342935	920360005	427 Depot St	Belmont	NH	03220-4301
NH Dept/Transportation	District 3 - District Office 398	56968438069_352401006	S75340990	352401006	10 Brown Hill Rd	Belmont	NH	03220-4021
NH Dept/Transportation	District 3 - District Office 398	56968438069_927201002	S87224418	927201002	10 Brown Hill Rd	Belmont	NH	03220-4021
NH Dept/Transportation	District 3 - District Office 398	56968438069_949070002	S75340792	949070002	484 Route 106 S	Loudon	NH	03307
NH Dept/Transportation	District 3 - District Office 398	56968438069_165033006	S74333189	165033006	42 State DOT Rd	New Hampton	NH	03256
NH Dept/Transportation	District 3 - District Office 398	56968438069_255211005	S73008442	255211005	42 NH Route 104	New Hampton	NH	03256-4213
DEPT OF TRANSPORTATION	District 4 - 413 Non Building	56091931030_386301001	Unmetered	386301001	BOX RR 119	RINDGE	NH	03461
NH Dept/Transportation	District 4 - District Office	56890880040_146480000	S72271917	146480000	0 Base Hill Rd	Keene	NH	03431
NH Dept/Transportation	District 4 - District Office	56890880040_370460003	S72284240	370460003	811 Route 10	Marlow	NH	03456
NH Dept/Transportation	District 4 - District Office	56890880040_907360000	S72284241	907360000	811 Route 10	Marlow	NH	03456
NH Dept/Transportation	District 4 - District Office	56890880040_106170007	S72426958	106170007	1247 Alstead Rd	Alstead	NH	03462
NH Dept/Transportation	District 4 - District Office	56890880040_046290009	S72294340	046290009	679 W Main St	Hillsborough	NH	03244-5214
NH Dept/Transportation	District 4 - District Office	56890880040_936290009	S73048710	936290009	679 W Main St	Hillsborough	NH	03244-5214
NH Dept/Transportation	District 4 - District Office	56890880040_113080008	S75341788	113080008	0 Keene Rd	Westmoreland	NH	03467
NH Dept/Transportation	District 4 - District Office	56890880040_469970002	S72285671	469970002	0 Keene Rd	Westmoreland	NH	03467
NH Dept/Transportation	District 4 - District Office	56890880040_377870006	S72283364	377870006	292 Route 63	Chesterfield	NH	03443
NH Dept/Transportation	District 4 - District Office	56890880040_189480001	S73047270	189480001	19 Base Hill Rd Bldg 3	West Swanzey	NH	03469

NH Dept/Transportation	District 4 - District Office	56890880040_041401002	S72271944	041401002	0 Franklin Pierce Kwy	Stoddard	NH	03464
NH Dept/Transportation	District 4 - District Office	56890880040_077901007	S72367794	077901007	83 Bennington Rd	Hancock	NH	03449-5414
NH Dept/Transportation	District 4 - District Office	56890880040_720460009	S72367793	720460009	83 Bennington Rd	Hancock	NH	03449-5414
NH Dept/Transportation	District 4 - District Office	56890880040_863460001	S73048182	863460001	83 Bennington Rd	Hancock	NH	03449-5414
NH Dept/Transportation	District 4 - District Office	56890880040_144601008	S73049100	144601008	299 Sawmill Rd	Greenfield	NH	03047-4121
NH Dept/Transportation	District 4 - District Office	56890880040_450980004	S73047261	450980004	470 Ashuelot Main St	Ashuelot	NH	03441
NH Dept/Transportation	District 4 - District Office	56890880040_969880002	S71141732	969880002	470 Ashuelot Main St	Ashuelot	NH	03441
NH Dept/Transportation	District 4 - District Office	56890880040_924823001	S72284474	924823001	19 Base Hill Rd Bldg 4	Swanzy	NH	03469
NH Dept/Transportation	District 4 - District Office	56890880040_742290005	S71105649	742290005	565 Fitchburg Rd	Greenville	NH	03048-3014
NH Dept/Transportation	District 4 - District Office	56890880040_239080001	S71419468	239080001	411 Monadnock Hwy	Marlborough	NH	03465
NH Dept/Transportation	District 4 - District Office	56890880040_606080009	S72426906	606080009	411 Monadnock Hwy	Marlborough	NH	03465
NH Dept/Transportation	District 4 - District Office	56890880040_560160001	S09810462	560160001	607 Dublin Rd	Marlborough	NH	03455
NH Dept/Transportation	District 4 - District Office	56890880040_972160003	S72288834	972160003	607 Dublin Rd	Marlborough	NH	03455
NH Dept/Transportation	District 4 - District Office	56890880040_477470009	S73049748	477470009	1972 NH Route 119	Rindge	NH	03461-5453
NH Dept/Transportation	District 4 - District Office	56890880040_270380009	S71112936	270380009	414 Route 101	Temple	NH	03084
NH Dept/Transportation	District 4 - District Office	56890880040_525380005	S73046037	525380005	414 Route 101	Temple	NH	03084
NH Dept/Transportation	District 4 - District Office	56890880040_785601000	S73046073	785601000	565 Fitchburg Rd	Greenville	NH	03048-3014
NH DOT	District 6 - Shed 605	56107526089_234070000	S75343739	234070000	0 PINKHAM RD	BARRINGTON	NH	03825
NH DOT - DISTRICT 6	District 6 - Shed 606	56150651008_665711009	S73008657	665711009	50 GERRISH RD	DOVER	NH	03820
NH DOT	District 6 - Shed 608	56658626049_490370003	S75342016	490370003	73 COFFIN RD	EPPING	NH	03042
NH DOT	District 6 - Shed 609	56748526050_019480009	S75341949	019480009	39 EXETER RD BLDG RIGHT	NEWFIELD	NH	03856
NH DOT	District 6 - Shed 610	56771901097_253880008	S75340767	253880008	58 DOW LN	RYE	NH	03870
NH DOT	District 6 - Shed 612	56475526091_492270008	S75341223	492270008	145 SOUTH RD	NORTH HAMPTON	NH	03862
NHDPW AND HIGHWAYS MECHANICAL DIVISION	Mechanical Services Satellite Garage - No. Hampton	56687001016_046414000	Unmetered	046414000	147 SOUTH RD	NORTH HAMPTON	NH	03276
NHDPW AND HIGHWAYS MECHANICAL DIVISION	Mechanical Services Satellite Garage - No. Hampton	56687001016_437270007	S80668276	437270007	147 SOUTH RD	NORTH HAMPTON	NH	03276
NH DEPT/TRANSPORTATION MECHANICAL DIV	Mechanical Services Satellite Garage - Twin Mtn	56169590031_646760002	S73047891	646760002	502 ROUTE 302 W	TWIN MT	NH	03595
NH DOT BEDFORD TOLL BOOTH	Turnpikes - Bedford Main Toll- 7032	56650621030_699490001	S72987368	699490001	0 TOLL PLAZA RD	BEDFORD	NH	03110
NH DOT BDFRD RD TOLL PLAZA	Turnpikes - Bedford Road Toll- 7033	56823431085_748001006	S72927492	748001006	0 HARRIS AVE	MERRIMACK	NH	03150
NH DOT	Turnpikes - Bedford Road Toll- 7033	56940431059_161001000	S72986443	161001000	0 TOLL PLAZA RD	BEDFORD	NH	03110
NH DEPT/TRANSPORTATION	Turnpikes - Dover Maintenance -7014	56817590094_023480004	S27413783	023480004	0 MARKET ST	PORTSMOUTH	NH	03801
NEW HAMPSHIRE DEPT OF TRANSPORTATION	Turnpikes - Exit 11 Toll- 7034	56067831065_818301006	S72268313	818301006	0 GULL LN	MERRIMACK	NH	03054
NASHUA WELCOME CENTER BUREAU OF TURNPIKES	Turnpikes - EZPASS/DMV	56746741008_152011009	S72265804	152011009	110 BROAD ST	NASHUA	NH	03064
NH DEPT OF TRANSPORTATION ATTN BUREAU OF TURNPIKES	Turnpikes - Merrimack Industrial Toll- 7035	56695231050_736990001	S72985824	736990001	0 DANIEL WEBSTER HWY	MERRIMACK	NH	03054
NH DOT MAINTENANCE BLDG	Turnpikes - Merrimack Maintenance- 7012	56171341084_329601005	S72266106	329601005	226 DANIEL WEBSTER HWY	MERRIMACK	NH	03054
NH DOT	Turnpikes - Nashua Maintenance- 7010	56639441047_537701008	S72991398	537701008	0 MAIN DUNSTABLE RD	NASHUA	NH	03062
NH DOT	Turnpikes - Rochester Maintenance 7023	56930267083_484863003	S72269094	484863003	CHESTNUT HILL RD LOT 81-1	ROCHESTER	NH	03867
State of NH	NH Veterans Home-Entire Facility	80005800562_G47036141	G47036141	80005800562	139 Winter St	Tilton	NH	03276
State of NH	NH Veterans Home-Entire Facility	80005800646	G47036171	80005800646	139 Winter St	Tilton	NH	03276
State of NH	NH Veterans Home-Entire Facility	80005800729	G47036161	80005800729	139 Winter St	Tilton	NH	03276
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Berlin Armory (12BE1000)	56150321073_050290004	S72269425	050290004	2169 RIVERSIDE DR	BERLIN	NH	03570
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Franklin Armory (12FR1000)	56429101074_808370005	S75042883	808370005	300 S MAIN ST	FRANKLIN	NH	03235
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Hillsborough Armory (12HI1000)	56076811033_598780004	S73008711	598780004	140 W MAIN ST	HILLSBOROUGH	NH	03244
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Hillsborough FMS (AH130)	56017515057_815703005	S72928231	815703005	140 W MAIN ST	HILLSBOROUGH	NH	03244
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Hooksett FMS (AHO30)	56415858042_119783003	S79134900	119783003	1241 Hooksett Rd Lot 34-4	Hooksett	NH	03106
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Manchester Armory (AMA10)	56194801049_989811006	S72924280	989811006	1059 CANAL ST UNIT 1	MANCHESTER	NH	03101
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Manchester Armory (AMA10)	56194801049_135970005	Unmetered	135970005	1059 CANAL ST UNIT 1	MANCHESTER	NH	03101
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Manchester Armory (AMA10)	56194801049_256970006	Unmetered	256970006	1059 CANAL ST UNIT 1	MANCHESTER	NH	03101
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Manchester Armory (AMA10)	56194801049_538870004	Unmetered	538870004	1059 CANAL ST UNIT 1	MANCHESTER	NH	03101
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Manchester Armory (AMA10)	56194801049_493093007	Unmetered	493093007	1059 CANAL ST UNIT 1	MANCHESTER	NH	03101
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Manchester Armory (AMA10)	56194801049_054970007	Unmetered	054970007	1059 CANAL ST UNIT 1	MANCHESTER	NH	03101
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Manchester Armory (AMA10)	56194801049_001970000	S82375077	001970000	1059 CANAL ST UNIT 1	MANCHESTER	NH	03101
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Manchester Armory (AMA10)	56917917064_380063007	S75239803	380063007	1059 CANAL ST	MANCHESTER	NH	03101
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Nashua Recruiting	56639539071_103704004	S79085920	103704004	655 S WILLOW ST UNIT 111	MANCHESTER	NH	03103
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Milford Armory (AMI10)	56787900959_612360000	S72991196	612360000	154 OSGOOD RD	MILFORD	NH	03055
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Milford CHP Bldg (AMI50)	56337090013_200360004	S76826717	200360004	0 OSGOOD RD	MILFORD	NH	03055
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Nashua Armory (ANA10)	56658907043_132753007	S72985651	132753007	154 DANIEL WEBSTER HWY	NASHUA	NH	03060
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Nashua CHP Bldg (ANAS0)	56292157005_440863004	S74515289	440863004	154 DANIEL WEBSTER HWY	NASHUA	NH	03060
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Pembroke RC (APERC)	56130539091_858614006	S81472277	858614006	96 SHEEP DAVIS RD	PEMBROKE	NH	03275
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Pembroke RTI (APERC)	56128977014_657663008	S72986915	657663008	722 Riverwood Dr	PEMBROKE	NH	03275
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Pembroke RTI (APERC)	56969408012_847663008	S72986915	847663008	722 Riverwood Dr	PEMBROKE	NH	03275
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Portsmouth Armory (12PO1000)	56017701046_508870007	S75240193	508870007	803 MCGEE DR	PORTSMOUTH	NH	03801
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Portsmouth Armory (12PO1000)	56017701046_542873000	Unmetered	542873000	803 MCGEE DR	PORTSMOUTH	NH	03801
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	(RAYMOND BISSON RESERVE CENTER)	56150116044_798804005	S77188126	798804005	70 ROCHESTER HILL RD	ROCHESTER	NH	03867
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	(RAYMOND BISSON RESERVE CENTER)	56653536045_851701003	S72986807	851701003	70 ROCHESTER HILL RD	ROCHESTER	NH	03867
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Rochester Armory (ARO10)	56292136009_969633003	S72984109	969633003	106 BROCK ST	ROCHESTER	NH	03867
NH - DMAVS	Rochester FMS (ARO30)	56051698017_934693008	S82374927	934693008	106 BROCK ST	ROCHESTER	NH	03867
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Training Site - Admin Bldg - Bldg 1 & 5	56070736087_323833008	S72983878	323833008	19 AUSTIN CATE DR BLDG 1 AND 5	STRAFFORD	NH	03884
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Training Site - McLean Bldg - Bldg 3	56251901070_080873002	Unmetered	080873002	19 AUSTIN CATE DR BLDG 3	STRAFFORD	NH	03884
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Training Site - McLean Bldg - Bldg 3	56251901070_237970009	S74422006	237970009	19 AUSTIN CATE DR BLDG 3	STRAFFORD	NH	03884
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Training Site - Lower Foss - Bldg 4	56064536071_535733008	S81719451	535733008	19 AUSTIN CATE DR BLDG 4	STRAFFORD	NH	03884
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Training Site - Thomas Hall - Bldg 6	56062901061_943970002	S73008361	943970002	19 AUSTIN CATE DR BLDG 6	STRAFFORD	NH	03884
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Training Site - Cooper House - Bldg 7	56111901039_108970000	S82360515	108970000	19 Austin Cate Dr. BLDG 7	STRAFFORD	NH	03884
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Training Site - EST Training - Bldg 8	56568636070_178733001	S75343807	178733001	19 AUSTIN CATE DR BLDG 8	STRAFFORD	NH	03884
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Training Site - New Maintenance Bldg - Bldg 9	56316336080_538633009	S75341585	538633009	19 AUSTIN CATE DR BLDG 9	STRAFFORD	NH	03884
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Training Site - Heat Bldg - Bldg 11	56013756093_562093000	S72459883	562093000	19 AUSTIN CATE DR BLDG 11	STRAFFORD	NH	03884
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Training Site - Heat Bldg - Bldg 11	56013756093_769343008	S81719450	769343008	19 AUSTIN CATE DR BLDG 11	STRAFFORD	NH	03884

DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Training Site - Engineers Bldg - Bldg 12	56864068077_803193001	S75344058	803193001	19 AUSTIN CATE DR BLDG 12	STRAFFORD	NH	03884
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Training Site - Vault/Motor Pool Bldg 13	56862676079_917243000	S75343545	917243000	19 AUSTIN CATE DR BLDG 13	STRAFFORD	NH	03884
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Training Site - VCOT Trailer	56763479045_889914003	S79097235	889914003	0 Austin Cate	STRAFFORD	NH	03884
NH STATE LIQUOR COMMISSION	Retail Store #84 - Tilton	56373619006_666904005	S77188252	666904005	100 Market St. Lot B	Tilton	NH	03276
NH DIVISION OF MOTOR VEHICLES	NH DIVISION OF MOTOR VEHICLES	56526329081_173390005	S72927964	173390005	149 Emerald St STE A1	KEENE	NH	03431
NEW HAMPSHIRE LIQUOR COMMISSION	NEW HAMPSHIRE LIQUOR COMMISSION	56283358000_680393002	S82374925	680393002	605 TRAFFIC CIR	PORTSMOUTH	NH	03801
NH STATE LIQUOR COMMISSION	NH STATE LIQUOR COMMISSION	56343588000_892753008	S72268398	892753008	199 MAIN ST UNIT 3	LANCASTER	NH	03584
NH DOT - EOL	NH DOT - EOL	80014140141						
NH DOT - EOL	NH DOT - EOL	80014460176						
NH DOT - EOL	NH DOT - EOL	80014470159						
NH Dept/Transportation	NH Dept/Transportation	56417251055_235160002	S71438687	235160002	376 Old Candia Rd	Candia	NH	03034-2424
NH Dept/Transportation	NH Dept/Transportation	56417251055_244170008	S71079135	244170008	0 West Rd	Londonderry	NH	03053
NH Dept/Transportation	NH Dept/Transportation	56417251055_468201004	S71421329	468201004	224 Depot Rd	Hollis	NH	03049-6561
NH Dept/Transportation	NH Dept/Transportation	56417251055_584401008	S71438920	584401008	93 Church St	Goffstown	NH	03045-1702
NH Dept/Transportation	NH Dept/Transportation	56417251055_639160000	S73048587	639160000	0 Warner Rd	Warner	NH	03278
NH Dept/Transportation	NH Dept/Transportation	56417251055_674601005	S71439159	674601005	0 Depot St	New Boston	NH	03070
NH Dept/Transportation	NH Dept/Transportation	56417251055_693511006	S71438815	693511006	2 Peters Brook Rd	Hooksett	NH	03106-1822
NH Dept/Transportation	NH Dept/Transportation	56417251055_737901002	S75342734	737901002	Salt Shed Route 101	Manchester	NH	03104
NH Dept/Transportation	NH Dept/Transportation	56417251055_766511008	S73008381	766511008	825 Raymond Rd	Chester	NH	03036
NH Dept/Transportation	NH Dept/Transportation	56417251055_928170003	S71439527	928170003	0 West Rd	Londonderry	NH	03053
NH Dept Transportation	NH Dept Transportation	56669190027_253253001	S09801108	253253001	0 Liberty Rd	Londonderry	NH	03053
NH Dept Transportation	NH Dept Transportation	56669190027_472470008	S71438379	472470008	469 Mammoth	Londonderry	NH	03053-2304
NH Dept Transportation	NH Dept Transportation	56669190027_477470007	S71054773	477470007	469 Mammoth Rd	Londonderry	NH	03053-2304
NH Dept Transportation	NH Dept Transportation	56669190027_604670007	S71109405	604670007	0 Route 28	Allenstown	NH	03275
NH Dept Transportation	NH Dept Transportation	56669190027_699480008	S71439801	699480008	0 Buxton Rd	Milford	NH	03055
NH Dept Transportation	NH Dept Transportation	56669190027_727570004	S71072740	727570004	249 Pinewood Rd	Allenstown	NH	03275-2356
NH Dept Transportation	NH Dept Transportation	56669190027_789570000	S71439720	789570000	0 Route 28	Allenstown	NH	03275
NH Dept Transportation	NH Dept Transportation	56669190027_834460008	S73049329	834460008	0 Old Concord Rd	Heniker	NH	03242
NH Dept Transportation	NH Dept Transportation	56669190027_877460003	S72371070	877460003	0 Old Concord Rd	Heniker	NH	03242
NH DOT	NH DOT	56462426016_408290003	S71419614	408290003	245 WHITE MOUNTAIN HWY	MILTON	NH	03867
NEW HAMPSHIRE DEPT OF ENV	NEW HAMPSHIRE DEPT OF ENV	56420651036_173711007	S74385305	173711007	0 WATER ST	PITTSFIELD	NH	03263
NEW HAMPSHIRE DEPT OF SAFETY	NEW HAMPSHIRE DEPT OF SAFETY	56532536034_467873002	Unmetered	467873002	0 TRUDEAU RD	BETHLEHEM	NH	03276
NH DOT - DISTRICT 6	NH DOT - DISTRICT 6	56860297076_147473000	S75384340	147473000	1011 PARKER MOUNTAIN RD	STRAFFORD	NH	03884
NH DOT	NH DOT	56855539037_221314009	S79454932	221314009	33 BUXTON RD	MILFORD	NH	03055
NH DOT HIGHWAY MAINTENANCE	NH DOT HIGHWAY MAINTENANCE	56829225093_573503002	S72265826	573503002	6 EAST POINT DR UNIT PATROL BLD	BEDFORD	NH	03110
NH DEPT TRANSPORTATION	NH DEPT TRANSPORTATION	56826867079_227173003	S71440505	227173003	56 KENDALL POND RD	DERRY	NH	03038
NH DOT	NH DOT	56748526050_188480000	S74408305	188480000	39 EXETER RD BLDG RIGHT	NEWFIELDS	NH	03856
NH-DRED	NH-DRED	56685501090_367670001	S71088064	367670001	0 DEERFIELD RD	ALLENSTOWN	NH	03275
NH Dept/Transportation	District 3 - District Office 398	56968438069_093301009	S72983358	093301009	2 Sawmill Rd	Gilford	NH	03249-6542
NH Dept/Transportation	District 3 - District Office 398	56968438069_662692009	S73049403	662692009	608 Eaton Rd	Conway	NH	03818
NH Dept/Transportation	District 3 - District Office 398	56968438069_903892002	S73047714	903892002	608 Eaton Rd	Conway	NH	03818
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS	Training Site - Thomas Hall - Bldg 6	56062901061_998504006	S76861228	998504006	19 AUSTIN CATE DR BLDG 6	STRAFFORD	NH	03884
NH-DRED	(TAY01) Ballard SF SawMill	56104511068_041973001	Unmetered	041973001	0 ISLAND POND RD	DERRY	NH	03038
EMPLOYMENT SVCS	Claremont Employment Security	56202251039_Streetlight	Unmetered	Streetlight	0 WASHINGTON ST	CLAREMONT	NH	03743



**NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES  
DIVISION OF PROCUREMENT AND SUPPORT SERVICES  
REQUEST FOR PROPOSAL FOR ELECTRIC SUPPLY SERVICES  
2023-357**

**DUE DATE: June 1, 2023 at 11:00 AM (ET)**

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STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 6/1/23

Company Name: Constellation NewEnergy, Inc.

Address: 1310 Point Street, Baltimore, MD 21231

To: Point of Contact: Mathew Stanton  
Telephone: 603-271-3235  
Email: [Mathew.T.Stanton@das.nh.gov](mailto:Mathew.T.Stanton@das.nh.gov)

RE: Proposal Invitation Name: **Electric Supply Services**  
RFP Number: **2023-357**  
RFP Posted Date (on or by): **May 11, 2023**  
RFP Closing Date and Time: **June 1, 2023 @ 11:00 AM (ET)**  
Auction Date and Time: **June 13, 2023 between 10:00-12:00 PM (ET)**

[Insert name of signor] Amanda Stewart, on behalf of Constellation NewEnergy, Inc. [insert name of entity submitting RFP (collectively referred to as "Bidder")] hereby submits an offer as contained in the written RFP submitted herewith ("RFP") to the State of New Hampshire in response to RFP #2023-357 for Electric Supply Services at the price(s) quoted herein in complete accordance with the RFP.

Bidder attests to the fact that:

1. The Bidder has reviewed and agreed to be bound by the RFP.
2. The Bidder 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 Closing date as indicated above.
4. The prices Bidder has quoted in the RFP were established without collusion with other bidders.
5. The Bidder has read and fully understands this RFP.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Bidder certifies that neither the Bidder 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 bidder 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-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature *Amanda Stewart*

Authorized Signor's Title VP, Retail Operations



**REQUEST FOR PROPOSAL FOR ELECTRIC SUPPLY SERVICES FOR  
THE STATE OF NEW HAMPSHIRE**

**PART I OVERVIEW AND SCHEDULE**

**1. PURPOSE**

1.1. The purpose of this Request for Proposal (RFP) is to purchase electric power 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). The State intends on establishing a contract(s) for Electric Supply Services for the State for services indicated in the SCOPE OF SERVICES and OFFER SECTIONS, and in accordance with requirements of this RFP invitation.

**2. TIMELINE**

2.1. The timeline below is provided as a general guideline and is subject to change. The State reserves the right to amend this schedule at its sole discretion and at any time through a published Addendum. The process of soliciting qualification statements and bids, and ultimately selecting CEPS for the State, 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:17-b.

2.1.1. Phase I – Qualification Statement

2.1.1.1. Release of RFP	May 11, 2023
2.1.1.2. Deadline for receiving questions/Interval Data Requests	May 18, 2023 4:00 PM ET
2.1.1.3. Deadline for State's response/addendum	May 24, 2023 4:00 PM ET
2.1.1.4. Deadline for Qualification Statements	June 1, 2023 11:00 AM ET

2.1.2. Phase II - Price Submission

2.1.2.1. Deadline for Account Questions	June 6, 2023 5:00 PM ET
2.1.2.2. Deadline for bidder approval	June 9, 2023 5:00 PM ET
2.1.2.3. Auction for Price Submissions	June 13, 2023 10-12:00 PM ET
2.1.2.4. Deadline for State's lock-in	June 13, 2023 3:00 PM ET
2.1.2.5. Start of contract term (next meter read after)	July 1, 2023 ET

2.1.3. A reminder that proposals are effective for a period of 180 days from the RFP Closing date as indicated above.

**3. INSTRUCTIONS TO BIDDERS**

3.1. Read the entire proposal invitation prior to filling it out. In the preparation of your proposal response, you shall:

3.1.1. Submit all requested information within your response

3.1.2. Complete the "Bidder(s) Contact Information" section

3.1.3. Complete the company information on the Transmittal Letter and sign the letter in the space provided on that page.

**PART II PROPOSED SCOPE OF WORK**

Bidder shall provide electrical supply services as described herein.

#### 4. BACKGROUND

4.1. The State is seeking to enter into the State of New Hampshire Power Supply Agreement for a potential term of twelve, twenty-four, or thirty-six months. Actual term will depend on results of the auction conducted in Phase II - Price Submission. The State has provided the list of electric accounts behind each of the (4) Local Distribution Company (LDC) listed in Attachment A with a combined estimated annual usage of 91,393 MWh.

#### 5. TECHNICAL REQUIREMENTS

##### 5.1. GENERAL PROVISIONS:

- 5.1.1. 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.
- 5.1.2. 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.
- 5.1.3. Qualification Statements (Phase I) must be submitted as directed Qualification Statement Submission, Deadline, and Location Instructions and Bid Submission must be received on the forms supplied (including all appendices). Qualification Statements must be typewritten; Qualification Statements must be signed to be considered. All proposals become the property of the State after the bid deadline.
- 5.1.4. Enel X has been engaged by the State to assist with the procurement and will utilize an internet-based transaction platform (the Exchange) as part of this procurement. Bidder's Price Submission (Phase II) shall be submitted to the Agency utilizing the Exchange, which is located at <https://exchange.apps.enelx.com> in accordance with the instructions provided at: <https://www.exchange.enelx.com/WebPortal/AnnouncementView.aspx?id=16785> (hereafter "Procurement Website").
- 5.1.5. 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.
- 5.1.6. If an award is made, the selected 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.

## 5.2. CONTRACT PERIOD/TERM:

5.2.1. The selected CEPS shall supply electricity to the State starting on the LDC's next scheduled meter reading on or after July 1, 2023 at the bid pricing structure established from this RFP for a period of twelve, twenty-four, or thirty-six 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.

## 5.3. CONTRACTOR POINT OF CONTACT:

- 5.3.1. 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.
- 5.3.2. 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.
- 5.3.3. 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 that the Contractor Point of Contact replaced and meet the requirements of this Contract.

## 6. SUBCONTRACTORS (SOLUTION)

- 6.1. Any Contract resulting from this RFP shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any other Contractor without prior written approval by the State.
- 6.2. If subcontractors are to be used, the Contractor must clearly explain their participation.
- 6.3. If subcontractors are to be used, please include information regarding the proposed subcontractors including the name of the company, their address, contact person and three references for clients they are currently servicing.
- 6.4. The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job.
- 6.5. Subcontractors must abide by all terms and conditions under any resultant Contract.

## PART III PROCESS FOR SUBMITTING A PROPOSAL

### 7. PHASE I – QUALIFICATION STATEMENT SUBMISSION, DEADLINE, AND LOCATION INSTRUCTIONS

- 7.1. CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.
- 7.2. Qualification Statements submitted in response to this RFP must be received by the Bureau of Purchase and Property no later than the time and date specified in the Timeline section, herein. Qualification Statements may be submitted by e-mail, U.S. Mail or delivery service.
- 7.2.1. via email [NH.Purchasing@DAS.NH.Gov](mailto:NH.Purchasing@DAS.NH.Gov)

- 7.2.1.1. If email submission, 1 complete proposal with no pricing
- 7.2.2. via U.S. Mail or delivery service:
  - 7.2.2.1. If hard copy submission, 1 complete original and 5 copies with no pricing
  - 7.2.2.2. Hard copy proposals must be addressed to:

RFP#2023-357 Request for Proposal for Electric Supply Services, Purchasing Agent  
NH Bureau of Purchase & Property  
25 Capitol Street - Room 102  
Concord, NH 03301

- 7.2.2.3. Email responses must be labeled with the following information:

State of New Hampshire RFP# 2023-357  
Due Date: June 1, 2023 @ 11:00 AM (EST)  
Request for Proposal for Electric Supply Services

7.3. Late submissions will not be accepted and will be returned to the bidders unopened. Delivery of the Proposals shall be at the bidder's expense. The time of receipt shall be considered when a Proposal has been officially documented by the Bureau of Purchase and Property, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail or mail that is not delivered or is undeliverable for any reason. Any damage that may occur due to shipping shall be the Bidder's responsibility.

## 8. PROPOSAL INQUIRIES

8.1. The posted questions deadline for May 18, 2023 at 4pm EST pertains to general inquiries concerning this RFP, including but not limited to, requests for clarifications and any other proposed changes to the RFP. Any specific electric account or data related questions pertaining to information included in the Attachment A will be answered until June 6, 2023 at 4pm EST. All clarifications and account related changes will be posted to all bidders via an amended version of the Attachment A account list as needed. All inquiries shall be submitted via email to the following RFP designated points of contact:

AGENT EMAIL: [Mathew.T.Stanton@DAS.NH.Gov](mailto:Mathew.T.Stanton@DAS.NH.Gov)

- 8.2. The State may consider modifications of the P-37 Standard Form Contract during negotiations. To the extent that a Bidder believes that exceptions to the standard form contract will be necessary for the vendor to enter into the Agreement, the Bidder should submit those issues during the Bidder inquiry period. The State will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If the State accepts a Bidder's exception the State will, at the conclusion of the inquiry period, provide notice to all potential bidders of the change to the P-37 and indicate that change is available to all potential bidders.
- 8.3. Any exceptions to the standard form contract that are not raised during the vendor inquiry period are waived. In no event is a Bidder to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.

- 8.4. Inquiries must be received no later than the conclusion of the Bidder Inquiry Period (see Timeline). Inquiries received later than the conclusion of the Bidder Inquiry Period shall not be considered properly submitted and may not be considered.

## 9. ADDENDA

- 9.1. In the event it becomes necessary to add to or revise any part of this RFP prior to the scheduled submittal date, the Bureau of Purchase and Property will post on our web site any Addenda. Before your submission and periodically prior to the RFP closing, vendors are required to **check the site for any addenda** or other materials that may have been issued affecting the RFP. The web site address is <https://das.nh.gov/purchasing/purchasing.aspx>

## 10. RESTRICTION OF CONTACT WITH STATE EMPLOYEES

- 10.1. From the date of release of this RFP until an award is made and announced regarding the selection of a Bidder, all communication with personnel employed by or under contract with the State regarding this RFP is forbidden unless first approved by the RFP Points of Contact listed in the Proposal Inquiries section, herein. State employees have been directed not to hold conferences and/or discussions concerning this RFP with any vendor during the selection process, unless otherwise authorized by the RFP Points of Contact.

## 11. VALIDITY OF PROPOSAL

- 11.1. Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Schedule of Events, or until the Effective Date of any resulting Contract, whichever is later.

## PART IV CONTENT AND REQUIREMENTS FOR A PROPOSAL

Proposals shall follow the following format and provide the required information set forth below. Elaborate proposals beyond what is sufficient to present a complete and effective proposal are not desired.

## 12. PHASE I – QUALIFICATION STATEMENT

- 12.1. 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.
- 12.2. Cover Page: entitled Firm Electric Power Supply Offer in Response to RFP 2023-357
- 12.3. Signed Transmittal Letter
- 12.3.1. Attach General Provisions
- 12.3.2. Attach Additional Provisions
- 12.4. Table of Contents
- 12.5. Section I – General Information
- 12.5.1. Company Profile & Contact Information
- 12.5.1.1. 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).

12.5.2. Corporate Resolution or Certificate of Authority

12.5.2.1. 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.

12.5.3. New Hampshire Public Utilities Commission Registration

12.5.3.1. 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>

12.5.4. State Of New Hampshire Vendor Application

12.5.4.1. 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>.

12.5.5. New Hampshire Secretary of State Classification

12.5.5.1. 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](http://sos.nh.gov/Corp_Div.aspx).

12.5.6. Financial Ranking

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

12.5.7. Company and Staff Qualifications

12.5.7.1. Documentation that the CEPS has a minimum of ten (10) years of experience in providing electrical supply services to government customers. Administrative and technical staff shall be of sufficient size and knowledge base to support the State in its initiatives. In order to demonstrate market experience and breadth, identify other product offering or tools from your company within the response.

12.5.8. References

12.5.8.1. 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).

12.6. Section II – Quality of Service

12.6.1. Statement of Generation Sources & Fuel Types

12.6.1.1. 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.

12.6.2. New Hampshire Environmental Disclosure Label

- 12.6.2.1. The CEPS shall submit information on the power sources and air emissions associated with its electric supply
- 12.6.3. Customer Complaints Disclosure
- 12.6.3.1. 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.
- 12.7. Section III – Reliability of Service
- 12.7.1. Documentation Meeting the Requirements of NEPOOL & ISO-NE
- 12.7.1.1. 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.
- 12.7.2. Documentation Meeting the Requirements of the LDC
- 12.7.2.1. 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.
- 12.7.3. Contractor Point of Contact
- 12.7.3.1. 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.
- 12.8. Section IV – Coordination of Service
- 12.8.1. Electronic Transfers Documentation
- 12.8.1.1. Please provide certification of Electronic Data Interchange (EDI) testing completion from each LDC.
- 12.8.2. Sample of the Supplier’s Customer Base
- 12.8.2.1. 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.
- 12.9. Appendix I – Addendums
- 12.10. Signed copies of all addenda
- 12.11. PHASE II – PRICE SUBMISSION INSTRUCTIONS:
- 12.11.1. Upon receipt of Phase I - Qualification Statements 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.
- 12.11.2. Approved CEPs must submit all their price quotes through the Exchange, administered by Enel X according to the schedule contained in Attachment A. All price quotes must be submitted through the Exchange. Bidding instructions are provided on the Procurement Website.
- 12.11.3. All pricing information must be submitted by the close of each pricing event. A detailed Auction Schedule will be posted at the Procurement Website prior to the auction date. This schedule is subject to change. All bid quotes submitted through the Exchange are considered legally binding. Bids will only

be considered on the date that they are received. Once a price quote for the account is accepted and awarded, no further quotes for that account will be considered.

- 12.11.4. The State will select a CEPS on the basis of multiple criteria. The State is not obligated to enter into an agreement with the lowest bidder regardless of term, but there is strong preference to award to the lowest bidder. Each bid submitted by a CEPS shall constitute an offer to supply in accordance with this RFP. The State reserves the right to reject any and all quotes received if it is determined that it is in the best interest of the State.
- 12.11.5. This RFP and corresponding pricing events are the only venues by which the State will accept pricing and award contracts. Alternate bids (bids submitted outside of the Exchange) are not permitted. All prices submitted through the Exchange shall be in accordance with the provisions of this RFP. It shall be the express responsibility of the CEP to understand both the rules and the mechanics of the Exchange. Training will be provided to any CEP that requests it.
- 12.11.6. Account Groups for this procurement are defined below. The price quote offered must be the same for every account included in each pricing group.
  - 12.11.6.1. Account Group 1 – Unifil (NH) Accounts
    - 12.11.6.1.1. Term: Twelve (12), Twenty-four (24), or Thirty-six (36) months
  - 12.11.6.2. Account Group 2 – Hampshire/Eversource (PSNH) Accounts
    - 12.11.6.2.1. Term: Twelve (12), Twenty-four (24), or Thirty-six (36) months
  - 12.11.6.3. Account Group 3 – Liberty Utility NH Accounts
    - 12.11.6.3.1. Term: Twelve (12), Twenty-four (24), or Thirty-six (36) months
  - 12.11.6.4. Account Group 4 – New Hampshire Electric Co-op (NHEC)Accounts
    - 12.11.6.4.1. Term: Twelve (12), Twenty-four (24), or Thirty-six (36) months
- 12.11.7. Additional Price Quote Information for CEPS is provided in this section. The submitted price quotes must remain constant for the full contract term for each pricing option, except due to a change in law. Price component tables for each pricing option is provided below.
- 12.11.8. The Bidder hereby agrees to the assessment of a procurement fee on all facility accounts included in this contract that will be reflected in the Bidder's price quote. This fee for the term of the contract is \$0.0006 per kWh for all usage billed under this contract. This fee shall be paid directly to Enel X by the winning Bidder in accordance with the Payment Instructions document which is posted on the Procurement Website.
- 12.11.9. The quantities and figures shown in Exhibit 1 are estimated load requirements at the facility's meter and are based upon the best information available to the State. The load information submitted is intended as an estimate of the magnitude and nature of the loads during a specified time period. Such estimates are being furnished for information purposes, and for computation of price quotes. Since it is impossible to determine the precise quantities that will be needed during the contract term, the CEP whose price quote is accepted shall be obligated to furnish electricity sufficient to meet each facility's full electric requirements during the term of this contract.
- 12.11.10. Pricing Option 1 – Firm-Fixed Price is the supply of electricity to be provided to each account under Pricing Option 1 shall be one hundred percent (100%) usage, full requirements, firm fixed price. Price quotes shall include but are not limited to energy, applicable capacity, ancillary costs, congestion, losses, renewable portfolio standard (RPS), and Enel X's fee. The Pricing Option 1 product specification is provided in the table below.



Component Name	Treated As:	In Price Quote?	Comments
Energy Costs	Fixed	Yes	
Ancillary Services & ISO Costs	Fixed	Yes	Including but not limited to OATT Tariff, Operating Reserves, ISO Administrative Fees, Public Service Commission and/or Public Utility Commission fees.
Transmission Loss Credits (TLCs)	Fixed	Yes	
Auction Revenue Rights (ARRs)	Fixed	Yes	
Reliability Must Run (RMR)	Fixed	Yes	
Scheduling	Fixed	Yes	
Balancing and Congestion Costs	Fixed	Yes	
Renewable Portfolio Standards (RPS)	Fixed	Yes	The costs associated with complying with the applicable State RPS for all contract years.
Alternate Energy Portfolio Standard (AEPS)	Fixed	Yes	
Capacity Costs (ICAP)	Fixed	Yes	This also includes Capacity Performance resources.
Line Losses	Fixed	Yes	
FERC Order 745 Compliance Costs	Fixed	Yes	
Fuel Security Costs	Fixed	Yes	Including but not limited to Mystic Cost of Service, Inventoried Energy Program Energy Security Improvements.
Interim Winter Solution/Program	Fixed	Yes	
Locational Forward Reserves (LFR)	Fixed	Yes	
Locational Price Differentials	Fixed	Yes	
Regional Transmission Rights	Fixed	Yes	
Financial Transmission Rights (FTRs)	Fixed	Yes	
Fuel Costs	Fixed	Yes	
Marginal Loss Credits (MLCs)	Fixed	Yes	
Enel X Procurement Fee	Fixed	Yes	The Enel X fee will be \$0.0006 per kWh.
<b>Other Terms &amp; Conditions</b>			
Taxes	Pass-through at cost	No	Customer is tax exempt and will provide a certificate to the contract awardee

Component Name	Treated As:	In Price Quote?	Comments
Minimum Consumption Bandwidth	(+ or – 25%)	N/A	For all electricity consumed.
Billing Type	Single	N/A	Supplier shall invoice through monthly utility bills rendered by the LDU.
Change in Law	Pass-through at cost	N/A	
Account Add / Delete Provision	5% / 5%	Yes	See RFP Section ADDING OR DELETING FACILITIES TO THIS CONTRACT for additional information.

12.12. ADDING OR DELETING FACILITIES TO THIS CONTRACT:

12.12.1. Due to the nature of the business conducted by the State, there will likely be small accounts that will need to be added and/or deleted during the term of the contract. The threshold for “Small Accounts” is 5% or less than the total annual contracted volume contracted (i.e., if total contracted volume is 10,000,000 kWh, a small account would be defined as 500,000 kWh). Any account determined to meet the 5% Small Account threshold may be deleted without penalty. Any account determined to meet the 5% Small Account threshold may be added at the existing contracted price for the remaining duration of the agreement. Please include language in your contract to address these types of additions/deletions.

12.13. CHANGES IN TARIFF OR LAW:

12.13.1. 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.

12.14. CONTRACT INVOICING:

12.14.1. 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.

**PART V EVALUATION AND CONTRACT AWARD**

**13. EVALUATION CRITERIA**

13.1. The following items will comprise the criteria considered by the State when evaluating each CEPS’ qualifications:

- 13.1.1. Completion and submission of all required documents and forms
- 13.1.2. Licensing and Certification
- 13.1.3. Qualification Statement Section I – General Information
- 13.1.4. Qualification Statement Section II – Quality of Service
- 13.1.5. Qualification Statement Section III – Reliability of Service
- 13.1.6. Qualification Statement Section IV – Coordination of Service

13.1.7. Financial Condition

13.2. The order of these factors does not generally denote relative importance. The State reserves the right to consider other relevant factors as it deems appropriate in order to obtain a “best value” provider of electricity supply. The State may or may not seek additional information from vendors prior to making selection.

13.3. CEPS that have been qualified will be invited to participate in the Phase II – Price Submission portion of this procurement. Final award(s) will be based on lowest cost per kWh for established account groupings and products as determined to be in the best interest of the State.

**14. SELECTION PROCESS:**

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

14.2. 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.

14.3. 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.

<b>QUALIFICATION STATEMENTS – AWARD CRITERIA (Phase I)</b>		
<u>Quality of Service</u> <b>0-15 points</b>	<u>Reliability of Service</u> <b>0-15 points</b>	<u>Coordination of Service</u> <b>0-15 points</b>
<b>PROPOSAL CHARACTERISTICS POINT STRUCTURE DETAILS</b>		
<b>15 points – Outstanding</b> The proposal is satisfactory in all aspects and contains many significant desirable characteristics beyond the satisfactory level.		
<b>12 points – Above Average</b> The proposal is satisfactory in all aspects and contains one or more significant desirable characteristics beyond the satisfactory level.		
<b>9 points – Average</b> The proposal is satisfactory in all aspects.		
<b>3 points – Below Average</b> The proposal is deficient in several characteristics.		
<b>POWER SUPPLY OFFER – AWARD CRITERIA (Phase II)</b>		

See formula below.

*Results of the evaluation of the Qualification Statements and Power Supply Offers will become public record only after an award of contract.*

- 14.4.        The evaluation team will select a Bidder based upon the criteria and standards contained in this RFP and from applying the weighting in this section. Technical scoring will be based off of consensus scoring.
- 14.5.        The financial scoring will be based on the prices submitted during Phase II - Price Submission. The selected lowest cost proposal will receive all 55 points allocated for the financial score. Financial scores for all other proposals will be calculated using the following equation (scores will be rounded to the nearest whole number):
- 14.6.        Lowest overall Bidder cost / bidder cost X 55 = Points Assessed  
Example: Bidder A Total Cost is \$25,000.00  
  
Bidder B Total Cost is \$27,500.00  
  
Bidder A:  $\$25,000 / \$25,000 \times 55 = 55$  Points Assessed to Bidder A  
  
Bidder B:  $\$25,000 / \$27,500 \times 55 = 50$  Points Assessed to Bidder B

**15. AWARD**

- 15.1.        The award shall be made to the responsible qualified CEPS(s) who meet the minimum qualifications established in this RFP and whose proposal, in the sole opinion of the State, represents the best overall value to the State. The State may award multiple contracts depending upon the prices submitted during Phase II - Price Submission but under no circumstances will an electric account be awarded to more than one (1) CEPS. The State reserves the right to reject any or all proposals or any part thereof. If an award is made, it shall be in the form of a State of New Hampshire Contract.
- 15.2.        If the State, determines to make an award, the State will issue an “intent to award” notice to a Bidder after the conclusion of the auction conducted in Phase II - Price Submission. The State may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

**PART VI TERMS AND CONDITIONS RELATED TO THE RFP PROCESS**

**16. RFP ADDENDUM**

- 16.1.        The State reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, the State, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

**17. NON-COLLUSION**

- 17.1.        The Bidder’s signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Work quoted have been established without collusion with other Contractors and without effort to preclude the State from obtaining the best possible competitive Proposal.

**18. PROPERTY OF THE STATE**

- 18.1. All material received in response to this RFP shall become the property of the State and will not be returned to the Bidder. Upon Contract award, the State reserves the right to use any information presented in any Proposal.

## 19. CONFIDENTIALITY OF A PROPOSAL

- 19.1. Unless necessary for the approval of a contract, the substance of a proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Bidder's disclosure or distribution of Proposals other than to the Bureau of Purchase and Property will be grounds for disqualification.

## 20. PUBLIC DISCLOSURE

- 20.1. Generally, the full contents of any proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning proposals, including but not limited to scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G:37.
- 20.2. Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. Any and all information contained in or connected to a bid or proposal that a Bidder considers confidential shall be clearly designated in the following manner:
- 20.3. If the Bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential must be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.
- 20.4. Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.
- 20.5. If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal, the State will assess what information it believes is subject to release; notify the Bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall be released; and notify the Bidder of the date it plans to release the materials. To halt the release of information by the State, a Bidder must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.
- 20.6. By submitting a proposal, Bidders acknowledge and agree that:

- 20.6.1. The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- 20.6.2. The State is not obligated to comply with a Bidder's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- 20.6.3. The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Bidder.

## **21. NON-COMMITMENT**

- 21.1. Notwithstanding any other provision of this RFP, this RFP does not commit the Bureau of Purchase and Property to award a Contract. The State reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

## **22. PROPOSAL PREPARATION COST**

- 22.1. By submitting a Proposal, a Bidder agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Bidder in the preparation of or in connection with the Proposal, or for Work performed prior to the Effective Date of a resulting Contract.

## **23. ETHICAL REQUIREMENTS**

- 23.1. From the time this RFP is published until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A bidder that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the department of administrative services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

## **PART VII CONTRACT TERMS AND AWARD**

### **24. A. NON-EXCLUSIVE CONTRACT**

- 24.1. Any resulting Contract from this RFP will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

### **25. AWARD**

- 25.1. If the State decides to award a contract as a result of this procurement process, any award is contingent upon approval of the Contract by the Commissioner of the Department of Administrative Services of the State of New Hampshire.

## 26. STANDARD CONTRACT TERMS

- 26.1. The State will require the successful bidder to execute a Not to Exceed Contract using the Standard Terms and Conditions of the State of New Hampshire which is attached as Appendix A.
- 26.2. The State may consider modifications of this form during negotiations. To the extent that a Bidder believes that exceptions to the standard form contract will be necessary for the vendor to enter into the Agreement, the Bidder should note those issues during the Bidder inquiry period. The State will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If the State accepts a Bidder's exception the State will, at the conclusion of the inquiry period, provide notice to all potential bidders of the change to the P-37 and indicate that change is available to all potential bidders.
- 26.3. Any exceptions to the standard form contract that are not raised during the vendor inquiry period are waived. In no event is a Bidder to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.
- 26.4. **IF AWARDED A CONTRACT**, The Vendor must complete the following sections of the attached Agreement State of New Hampshire Form #P-37;
- 26.4.1.1. Section 1.3 Contractor(s) Name
- 26.4.1.2. Section 1.4 Contractor(s) Address
- 26.4.1.3. Section 1.11 Contractor(s) Signature
- 26.4.1.4. Section 1.12 Name & Title of Contractor(s) Signor
- 26.4.2. Provide certificate of insurance with the minimum limits required as described below.
- 26.4.3. Provide certificate of workers' compensation.
- 26.4.4. Provide a certificate of good standing from the NH Secretary of State or proof of your completion of and payment for the start of the registration process.

## 27. CERTIFICATE OF INSURANCE:

- 27.1. Bidders awarded a contract(s) shall be required to submit proof of Comprehensive General Liability prior to performing any services for the State. The coverage shall comprehensively include 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

## 28. CONTRACT(S) TERM:

- 28.1. The term of the contract shall commence upon approval of the Commissioner of the Department of Administrative Services through the last meter read on or after July 1, 2023/2024/2025, depending upon term selected.
- 28.2. The contract may be extended for two (2) additional one-year extensions thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Governor and Executive Council. The maximum term of the contract (including extensions) shall not exceed five (5) years.

## 29. TERMINATION:

The State of New Hampshire shall have the right to terminate the contract at any time by giving the successful Bidder a thirty (30) day written notice. The State may be liable to Bidder for an Early Termination Fee as described in Exhibit C, Special Provisions.

**30. VENDOR CERTIFICATIONS:**

30.1. All Vendors must be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

30.1.1. STATE OF NEW HAMPSHIRE VENDOR APPLICATION: Prior to award, Vendors must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <https://DAS.NH.Gov/Purchasing>

30.1.2. NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION: An award, in the form of a contract(s), will ONLY be awarded to a Vendor who is registered to do business AND in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://sos.nh.gov/corporation-division/>

30.1.3. CONFIDENTIALITY & CRIMINAL RECORD: If required by the using agency, the Vendor will have signed by each of its employees or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.

**31. TERMS OF PAYMENT:**

31.1. Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance to the State’s satisfaction.

**32. PAYMENT:**

32.1. Payment method (ACH). Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>

**33. NOTIFICATION AND AWARD OF CONTRACT(S):**

33.1. Proposal results will not be given by telephone.

33.2. **Proposal results may be viewed on our website at:** <https://das.nh.gov/Purchasing/vendorresources.asp> when they become public.

**34. BIDDER CONTACT INFORMATION:**

Please provide contact information below for a person knowledgeable of and who can answer questions regarding, this bid response.

[Specified in main response document](#)

\_\_\_\_\_

Contact Person

\_\_\_\_\_

Local Telephone Number

\_\_\_\_\_

Toll Free Telephone Number

\_\_\_\_\_

E-mail Address

\_\_\_\_\_

Company Website

\_\_\_\_\_

DUNS #

\_\_\_\_\_

Bidder Company Name

\_\_\_\_\_

Bidder Address



**ATTACHMENTS:**

The following attachments are an integral part of this bid invitation:

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

Exhibit A – Services, State of New Hampshire Power Supply Agreement

Exhibit B – Contract Price/Payment Terms, State of New Hampshire Power Supply Agreement

Exhibit C – Special Provisions, State of New Hampshire Power Supply Agreement

Attachment A, Account and Usage Information

# SAMPLE FORM TO BE COMPLETED UPON AWARD

**FORM NUMBER P-37 (version 2/23/2023)**

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

## AGREEMENT

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

## GENERAL PROVISIONS

### 1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature  <div style="text-align: right;">Date:</div>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature  <div style="text-align: right;">Date:</div>		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>  G&C Item number: _____ G&C Meeting Date: _____			

**2. 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 B 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, 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 1.13 (“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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 applicable 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 employment opportunity laws and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

## 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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

## 10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

**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.**

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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.

other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**16. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**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.

**22. 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.

**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.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**25. 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.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any

**26. 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 with respect to the subject matter hereof.



# NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES DIVISION OF PROCUREMENT AND SUPPORT SERVICES

## REQUEST FOR PROPOSAL FOR ELECTRIC SUPPLY SERVICES 2023-357

June 1, 2023

Submitted by:  
Constellation NewEnergy, Inc.  
1310 Point Street, 9th Floor  
Baltimore, Maryland 21231

[www.constellationenergy.com](http://www.constellationenergy.com)

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This submission includes proprietary and confidential information belonging to Constellation Energy Resources, LLC and its affiliates. By accepting this RFP submission the recipient agrees to take reasonable precautions to protect such confidential information, including that the information will not be duplicated, used, or disclosed to third parties, in whole or part, for any purpose other than evaluation of the RFP.



June 1, 2023  
Mathew Stanton  
State of New Hampshire  
603-271-3350  
[Mathew.T.Stanton@das.nh.gov](mailto:Mathew.T.Stanton@das.nh.gov)

**RE: Response to the REQUEST FOR PROPOSAL FOR ELECTRIC SUPPLY SERVICES 2023-357 (the “RFP”)**

Dear Mr. Stanton

Constellation NewEnergy, Inc. (“Constellation”), a subsidiary of Constellation Energy Corporation (NASDAQ: CEG), is pleased to offer the attached proposal. As a leading supplier of energy in North America, Constellation is uniquely qualified to serve as your retail energy supplier.

Per your request to meet your energy needs we are prepared to offer you the product(s), term(s), and price(s) set forth in the auction and supply agreement.

The final supply agreement is not valid until countersigned by an authorized representative of Constellation.

Constellation’s success is built upon our focus on customer satisfaction. We are the chosen supplier of approximately two million residential, public sector and business customers across the United States and Washington D.C., including three-fourths of the Fortune 100. Constellation is committed to providing you with superior service, market insight and comprehensive energy solutions to help you manage your energy strategy.

Thank you for the opportunity to submit our response to this RFP. We look forward to the opportunity to meet your unique energy needs.

Please do not hesitate to call if you have any questions.

Regards,  
Jesse Mckay  
Sr. Business Development Manager  
603-785-3797  
[jesse.mckay@constellation.com](mailto:jesse.mckay@constellation.com)





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## Section I – General Information

### Company Information

Headquartered in Baltimore, Constellation Energy Corporation (Nasdaq: CEG) is the nation's largest producer of clean, carbon-free energy and a leading supplier of energy products and services to businesses, homes, community aggregations and public sector customers across the continental United States, including three fourths of Fortune 100 companies. With annual output that is nearly 90% carbon-free, our hydro, wind and solar facilities paired with the nation's largest nuclear fleet have the generating capacity to power the equivalent of 15 million homes, providing around 10% of the nation's clean energy.

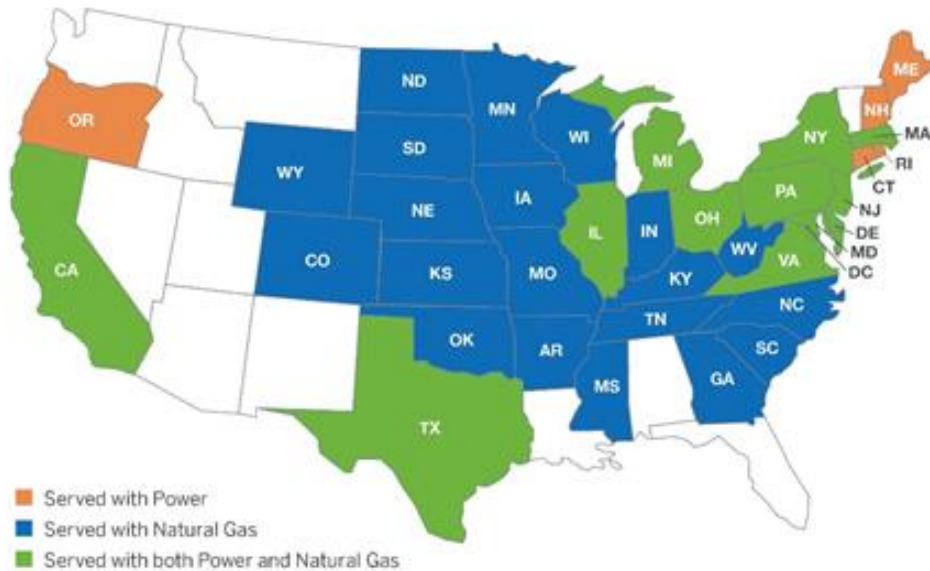
We are further accelerating the nation's transition to a carbon-free future by helping our customers reach their sustainability goals, setting our own ambitious goal of achieving 100% carbon-free generation by 2040, and by investing in promising emerging technologies to eliminate carbon emissions across all sectors of the economy.

### Disclaimers

*© 2023 Constellation Energy Resources, LLC. Constellation NewEnergy, Inc., Constellation NewEnergy--Gas Division, LLC and their respective affiliates are separate legal entities that use the "Constellation" name,, trademark and associated logo for marketing and advertising purposes only. No obligation on the part of any such entity should be deemed to arise through the use of such name or marks and nothing in this material is intended to override the legal separateness of each of the entities. Statements made may reflect the combined experience or offerings of one or more of the entities and not necessarily each or any specific entity. Nothing in these materials constitutes an offer to sell or purchase regulated products or services by any such entity in any jurisdiction in which the purchase or sale of such regulated products or services by such entity is prohibited. No claim is made that the electricity or gas supplied in any transaction described or proposed was generated from a specific or renewable resource.*

*The information contained herein has been obtained from sources which Constellation NewEnergy, Inc. and Constellation NewEnergy-Gas Division, LLC (together, "Constellation") believe to be reliable. Constellation does not represent or warrant as to its accuracy or completeness. All representations and estimates included herein constitute Constellation's judgment as of the date of this document and may be subject to change without notice. This material has been prepared solely for informational purposes relating to our business as a physical energy provider. We are not providing advice regarding the value or advisability of trading, or soliciting or accepting orders for, swaps, options or futures, or any other activity which would cause us or any of our affiliates to be considered a commodity trading advisor or introducing broker under the Commodity Exchange Act. These materials are not intended as a recommendation of, or advice in connection with, a municipal financial product or an issuance of municipal securities. Constellation is not a municipal advisor (within the meaning of the Securities and Exchange Commission's rules as to the Registration of Municipal Advisors), is not making any financial recommendations to you and is not providing any financial advice. Constellation is not your agent, advisor or fiduciary. Constellation has not assumed, and does not owe, a fiduciary duty to you (within the meaning of the Securities and Exchange Commission's rules as to the Registration of Municipal Advisors, or otherwise) with respect to the information and material contained herein. You should discuss information of a financial nature with internal or external advisors and experts that you deem appropriate before taking any action related thereto. Constellation does not make and expressly disclaims, any express or implied guaranty, representation or warranty regarding any opinions or statements set forth herein. Constellation shall not be responsible for any reliance upon any information, opinions, or statements contained herein or for any omission or error of fact. All prices referenced herein are indicative and informational and do not connote the prices at which Constellation may be willing to transact, and the possible performance results of any product discussed herein are not necessarily indicative of future results. This material shall not be reproduced (in whole or in part) to any other person without the prior written approval of Constellation.*

**NATIONAL ENERGY LEADERSHIP AND EXPERTISE – CONSTELLATION’S RETAIL CUSTOMERS**



Retail electric supply is available in CA, CT, DC, DE, IL, ME, MD, MA, MI, NH, NJ, NY, OH, OR, PA, RI, TX and VA. Retail natural gas supply is available in AR, CA, CO, CT, DC, GA, IL, IN, IA, KS, KY, ME, MD, MA, MI, MN, MO, ND, NE, NJ, NY, NC, OH, OK, PA, SC, SD, TN, TX, VA, WI and WY.

**Experience:**

Constellation has been a leader in the competitive energy business since the advent of open markets. In 1995, we began serving retail energy customers in the newly competitive electricity market. Today we have teams of energy professionals in each of our local markets and are leading advocates in helping to shape energy markets throughout North America.

**Customer Service:**

We regularly receive high ratings from customers in customer satisfaction surveys. We know our customers have a choice, and our goal is to provide a consistently high level of service to ensure that their choice of an energy supplier is effortless.

**Products:**

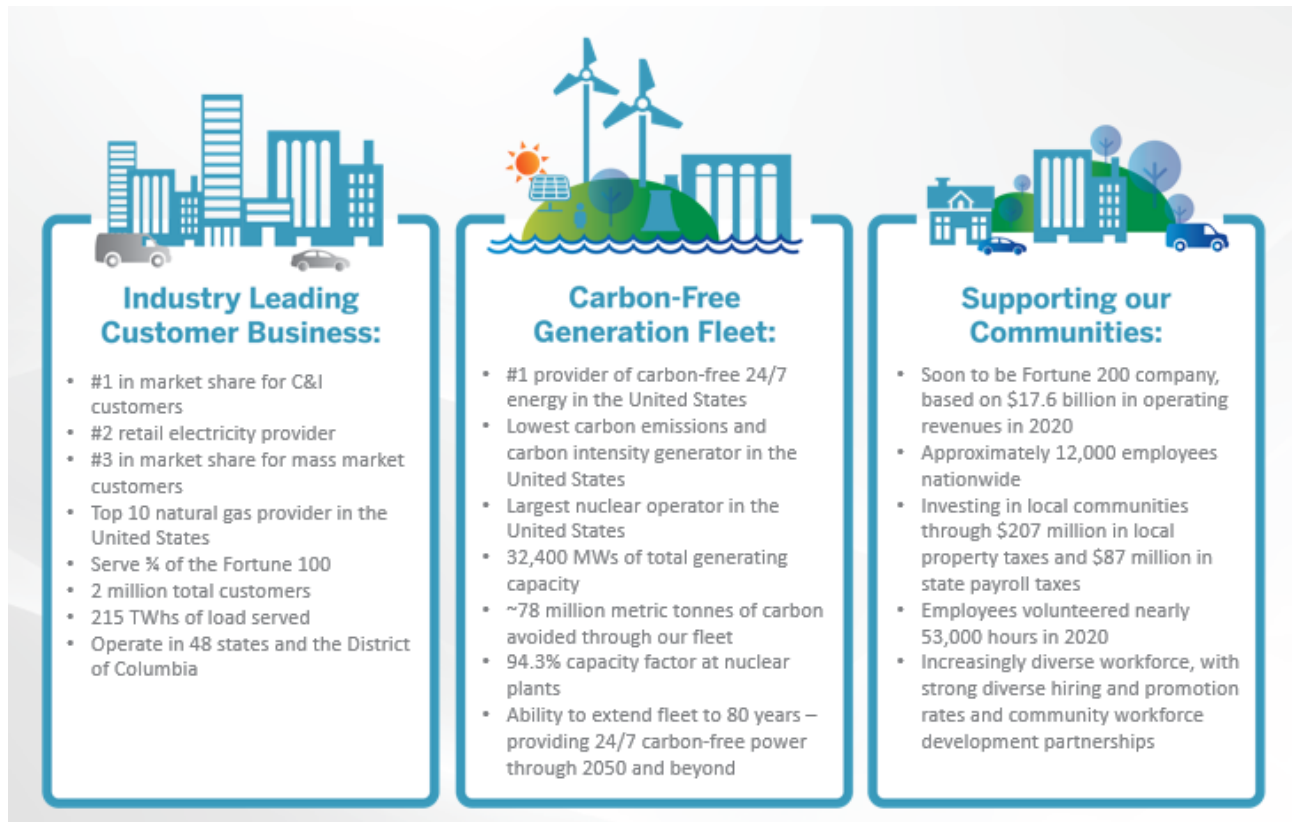
We tailor our products to fit your needs, bringing you the right product at the right price. We provide innovative supply-side products and services that enable you to manage your total energy costs and mitigate the effects of volatile energy prices.

## Values:

You can depend on us. Honesty and integrity are at the core of the way we do business. We demonstrate this through our personalized relationships with customers, our openness with contracts and our involvement in our communities. We honor our commitments.

## Corporate Organization

### Constellation Corporate Structure



## Energy Generation

Constellation Energy Generation, LLC is one of the largest competitive power generators in the nation, with owned generating assets totaling more than 32,000 megawatts. With strong positions in the Midwest, Mid-Atlantic, Texas and California, Constellation is the largest owner and operator of nuclear plants in the United States.

## Competitive Energy Sales

Constellation and its companies provide an array of innovative energy products and services to customers across the United States. Constellation serves approximately two million residential, public sector and business customers, including more than three-fourths of the Fortune 100.



- Constellation had the lowest rate of emissions among the 20 largest public or privately held energy producers in 2019.

### **Driving Competition and Customer Choice**

As the nation's largest competitive energy provider, Constellation maintains a strategic presence in key competitive markets and believes that competition drives choice, innovation and savings for businesses and residential customers alike. The company champions competitive power markets as the best framework for meeting important economic and environmental policy objectives, including ensuring the nation's shift to a cleaner energy supply in the most cost-effective manner.

### **Advancing Clean Energy**

Constellation believes that clean, affordable energy is the key to a brighter, more sustainable future. It has one of the nation's cleanest and lowest-cost power generation portfolios, with 62 percent nuclear, 7 percent fossil (primarily natural gas and oil), 28 percent purchased power and approximately 2.5 percent hydro, wind, solar and other clean generation. In addition, Constellation provides customers with clean energy solutions including renewable energy certificates, solar energy solutions, energy efficiency services and real-time energy management.

For decades, Constellation has been a leader in carbon-free energy generation and in offering sustainable solutions to our customers. We provide 10 percent of the carbon-free power in the United States and almost 90 percent of the energy we produce is carbon-free. We have already reduced our emissions footprint by 80 percent since 2005. However, as industry leaders, we are committed to pushing even further as we accelerate the transition to a carbon-free future.



**Constellation Business Unit Descriptions**

Below is a brief overview of the companies that make up Constellation.

Our Businesses	Quick Facts
<p><b>Retail Supply</b></p>	<ul style="list-style-type: none"> <li>• Natural Gas: 1.6 Bcf load served across commercial and industrial, residential, wholesale, LDC and municipal customers (2020)</li> <li>• Retail Power: 215 TWh load served (2020)</li> <li>• Energy Efficiency: 270k Metric Tons of Annual CO2 reduction</li> <li>• Renewable Supply: 14 TWh/year contracted or owned capacity used to serve customers</li> <li>• Trusted supplier to 3/4 of the Fortune 100</li> <li>• Approximately two million residential, public sector and business customers</li> </ul>
<p><b>Wholesale Supply</b></p>	<p>Wholesale marketing and transaction efforts are focused on the competitive electricity markets in the Mid-Atlantic, Midwest, Northeast, Southeast and Texas.</p> <p>Customers include:</p> <ul style="list-style-type: none"> <li>• Municipal electric utilities</li> <li>• Cooperative and investor-owned utilities</li> <li>• Aggregators</li> <li>• Merchant participants</li> <li>• Major commodity trading houses</li> <li>• Retail energy suppliers</li> <li>• Power plant gas supply and asset management agreements</li> </ul>



## Emerging Technologies

Constellation Technology Ventures (CTV) is the venture investing organization within Constellation. CTV drives innovation by researching and investing in emerging energy technologies with the goal of providing new solutions to customers in competitive markets. By investing in cutting-edge energy start-ups, CTV helps to shape our energy future and acts as a forward-looking research function, alerting us to emerging energy technologies that could transform our industry and provide customers with new energy solutions. A full spectrum of investment and funding is available at <https://www.constellationenergy.com/our-work/innovation-and-advancement/technology-ventures.html>

## Management Background

**Joseph Dominguez**  
CEO, Constellation

### Profile

Joseph Dominguez is the President and Chief Executive Officer of Constellation, which employs 14,000 workers, has generating capacity of more than 32,400 megawatts and serves more than 20 million homes and businesses with clean energy. With revenues of more than \$17 billion and total assets of \$49 billion, Constellation comprises both the nation's lowest-carbon fleet among large power producers and the largest competitive energy supplier. Together, they are America's clean energy leader, producing over 10 percent of the nation's carbon-free energy and helping America transition to a clean, sustainable future.

As CEO, Dominguez oversees Constellation's clean energy fleet of nuclear, wind, solar, hydroelectric and natural gas facilities in 19 states, and the nation's top competitive retail and commodities business, which provides electricity, natural gas and other energy-related products and services to two million residential, public sector and business customers nationwide, including more than three-fourths of the FORTUNE 100.

### Professional History

Previously, Dominguez served as CEO of ComEd, an Exelon company, which powers the lives of more than four million residential and business customers, or 70 percent of Illinois' population. In that role, he was responsible for the safe and reliable delivery of electricity to customers and oversight of the management of the electric grid for over four million customers in Chicago and most of northern Illinois.

Prior to joining ComEd, Dominguez served as Executive Vice President of governmental and regulatory affairs and public policy for Exelon, where he led the development and implementation of federal, state, and regional governmental, regulatory, and public policy strategies.





Prior to joining Exelon, Dominguez was a partner in the law firm of White and Williams, LLP, with a broad-based litigation practice counseling large and small corporations, institutions, and government entities. He is a former assistant U.S. Attorney, Eastern District of Pennsylvania.

**Civic Involvement**

Dominguez serves on several boards of directors and councils, such as Hispanics in Energy, the United Way, the Adler Planetarium, and the Lyric Opera House.

**Education**

Dominguez earned his bachelor’s degree in mechanical engineering from the New Jersey Institute of Technology. He earned his law degree from Rutgers University School of Law, where he graduated magna cum laude, and was recognized as a Dean’s Scholar.

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**Kathleen L. Barrón**

Executive Vice President and Chief Strategy Officer

**Profile**

Barrón serves as Executive Vice President and Chief Strategy Officer for Constellation, the nation’s largest producer of carbon-free energy and the leading competitive retail supplier of energy products and services for two million homes and businesses across the United States. In this role, Barrón is responsible for corporate strategy, corporate development, public policy, sustainability, communications, corporate relations and philanthropy for Constellation. She is also part of Constellation’s Executive Committee.

**Professional History**

Barrón previously served as Exelon’s Executive Vice President for government and regulatory affairs and public policy, where she led the development and implementation of federal, state and regional governmental, regulatory and public policy strategies for Exelon Corporation, the nation’s largest producer and distributor of clean energy. She was responsible for identifying and assessing key federal and state policy issues of interest to Exelon, crafting the company’s position on such issues, and developing strategies for achieving public policy objectives on behalf of Exelon’s customers and businesses. She was also responsible for managing the company’s wholesale market design advocacy in each of the regional markets where the company operates.

Prior to joining Exelon, Barrón was the Deputy General Counsel at the Federal Energy Regulatory Commission (FERC), where she advised the Commission on all aspects of its responsibilities and represented the Commission before Congress, government agencies, and industry groups. Previously, Barrón was the FERC’s Associate General Counsel for energy markets, where she led a group of about 90 lawyers on legal and policy matters related to electric power sales and transportation, electric system reliability, corporate regulation of public utilities and natural gas and oil pipeline transportation. Prior to joining FERC, Barrón was in private practice with the law firm Skadden, Arps, Slate, Meagher & Flom LLP.



There, she represented utility and independent power producer clients in proceedings before FERC, U.S. Courts of Appeal, and state utility commissions.

**Family**

Barrón is married with three children

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**James McHugh**

Executive Vice President and Chief Commercial Officer

**Profile**

As Executive Vice President and Chief Commercial Officer, McHugh is responsible for the wholesale and retail business units, customer operations, commercialization, and innovation. He serves on the Constellation Executive Committee, which sets strategy and direction for the company.

**Professional History**

McHugh previously served as Chief Executive Officer and Executive Vice President of Constellation, when it was a subsidiary of Exelon Generation, where he headed the company’s leading competitive retail and commodities business. Prior to that, he was senior vice president of wholesale trading. In that role, he was responsible for the wholesale trading and portfolio management of Exelon’s generation, load, transactions, and contracted assets. The group optimizes the value of the company’s national portfolio through its trading decisions in the power, natural gas, and environmental products markets. Before his wholesale trading work, McHugh was Senior Vice President of portfolio management and strategy. In that role, he was responsible for fundamental analytics and commodity price forecasting, the portfolio management hedging strategy for the company’s integrated generation and load portfolios, pricing and structuring of complex transactions, product management, transmission analytics, quantitative analytics, and wholesale/retail integration.

Prior to the Exelon-Constellation merger in 2012, McHugh was the Director of the Midwest and Mid-Atlantic regional trading desks for the Exelon Power Team. He held various leadership positions on the Power Team, including director of portfolio management and manager of the proprietary trading book.

Before joining the Power Team, McHugh worked for five years at Conectiv Energy in Wilmington, Delaware, where he was the Director of Power Trading for the company’s integrated power portfolio of generation assets and load positions in the PJM markets. He also worked at PJM Power Pool as an engineer in the scheduling and operations groups, where he was responsible for analyzing PJM’s interchange limits and scheduling interchange transactions between PJM and neighboring control areas.

**Civic Involvement**

McHugh is a member of the board of trustees of the Maryland Science Center in Baltimore.

**Education**



McHugh has a bachelor’s degree in electrical engineering from Lehigh University in Bethlehem, Pennsylvania, and a Master of Business Administration in finance from Villanova University in Villanova, Pennsylvania.

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**Daniel J. Verbanac**

Senior Vice President, Power, Mass Markets and Solutions, Constellation

**Profile**

A 38-year veteran of the energy industry, Verbanac is responsible for Constellation’s commercial and industrial, mass markets, and solutions retail power business with more than two million commercial, industrial, public sector, and residential customers.

**Professional History**

Prior to the merger of Integrys Energy Services and Constellation in November 2014, Verbanac was President of Integrys Energy Services, Inc. (formerly WPS Energy Services, Inc.) where he helped the company become a leading natural gas and electricity supplier operating in competitive markets across the United States and Canada. As President, he had operational and financial responsibility for the competitive energy marketing and energy asset business, which included commercial and industrial and residential solar businesses.

Verbanac began his career with Wisconsin Public Service Corporation in 1984 as an Applications Programmer/Analyst, and subsequently served as Senior Systems Programmer, supervisor of customer information systems, and supervisor of technology/platform services. He joined WPS Energy Services, Inc. in 1996 as Director of Technical Development and Implementation and was promoted to chief operating officer in 2004. Following WPS’s 2007 merger with Peoples Energy, in 2009, Verbanac was named President of the newly formed Integrys Energy Services.

**Civic Involvement**

Verbanac serves on the board of directors of the Greater Green Bay YMCA and the Northeast Wisconsin Technical College.

**Education**

Verbanac holds an associate degree in data processing from Northeast Wisconsin Technical College, a Bachelor’s Degree in computer science from Lakeland College in Sheboygan, Wisconsin, and is a graduate of Harvard Business School’s Advanced Management Program.

**Family**

Verbanac lives in northern Wisconsin with his wife, Jeanne, and they have two grown children and six grandchildren.

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**Andrew Singer**

Vice President, Regional Sales



**Profile**

Singer is responsible for developing and executing Constellation’s strategy to provide integrated energy solutions that help major commercial and industrial corporations, federal agencies, and trade associations buy, manage and use energy, from electricity and natural gas procurement to renewable generation and conservation. He provides expert advice to regional customers on how to solve and manage their complex energy-related issues and optimize their budgets.

**Professional History**

Prior to his current role, Singer worked as Vice President of National Sales. He has spent over 25 years of his career at Constellation and its predecessor companies, having begun his career in energy as a Sales Representative on the West Coast. Singer has developed a unique view on the evolution of the energy marketplace and how various entities have been responding to these changes, from the advent of competitive markets to the adoption of disruptive energy technologies.

Singer is a nationally recognized speaker on today’s critical energy topics, including the future of alternative energy solutions, why green and sustainable business practices matter, and how businesses can implement dynamic budget-centric energy management programs. He has spoken at a wide range of industry conferences hosted by the Edison Electric Institute (EEI), the Defense Energy Support Center at CERAWEEK, Renewable Energy & Technology Conference (RETECH), World 50’s Sustainability 50 event, the Israel Dealmakers Summit and the World Energy & Engineering Conference, among others.

**Civic Involvement**

He is actively involved in the local Baltimore community and sits on a number of boards, including JobLink of Maryland, Inc., a non-profit organization that serves as a conduit between job seekers and employment opportunities in the Baltimore metropolitan area.

**Education**

Singer holds a bachelor of arts degree in history and english literature and rhetoric from Binghamton University and a J.D. from Whittier College School of Law in southern California.

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**Business Development Manager’s Background**

**Jesse McKay**

Business Development Manager, C&I Power, Constellation

**Profile**

A 16-year student of the energy industry, Jesse is currently responsible for growth of sales through a portfolio of channel partners in the Northeast.

**Professional History**

McKay joined Constellation in connection with its acquisition of Integrys Energy Services, Inc. where he previously held various operational positions before moving into his current sales role. Jesse joined Integrys in 2006 where he helped facilitate operational growth by improving process and efficiencies in several pre and post deal functions. He expanded his impact by moving into a role on the Supply,



Structuring and Pricing Team, where he most recently held a Senior position in 2011. In this role, Jesse had the opportunity to see behind the curtain, where he was able to connect the dots between retail 'Point of Sale' and wholesale settlement, a unique skill set in the field. In 2012, McKay moved into the position in which he currently resides with the task of facilitating channel partner growth.

#### **Civic Involvement**

McKay and family are members of Easter Seals NH President's Council where they are committed to the long term awareness, funding, and accessibility of Early Intervention Services for children with special needs. We also support local charities aimed at battling food and shelter issues.

#### **Education**

McKay holds a Bachelor's Degree in Business Administration (Marketing) from the University of New Hampshire.

#### **Family**

Jesse lives in Londonderry, NH with his wife Alison and two amazing children.

#### **Financial Information**

Constellation's ultimate parent is Constellation Energy Corporation (NASDAQ Ticker Symbol CEG). Constellation NewEnergy, Inc.'s Tax I.D. # is 95-4714890 and Constellation NewEnergy-Gas Division, LLC's Tax I.D. # is 23-2990190. Constellation NewEnergy, Inc. was incorporated in the State of California on January 17, 1995 and later in the State of Delaware on August 27, 1998. Constellation NewEnergy, Inc. and Constellation NewEnergy-Gas Division, LLC do not have a credit rating with the rating agencies.

Constellation Energy Corporation owns Constellation Energy Generation, LLC, the indirect parent of the retail entities. Ratings of Constellation Energy Generation, LLC are noted below:

- Senior unsecured long-term credit ratings are as follows:
  - S&P: BBB; Moody's: Baa2
- Long-term credit ratings are as follows:
  - S&P: BBB; Moody's: Baa2
- Dun & Bradstreet Number: 879723468

Documentation is available via press releases. Full reports are not allowed to be shared accordingly to Moody's/S&P without their written consent. You can also reference this table below.

# BBB

## S&P Global Ratings

Issuer Credit Rating  
(Foreign Currency LT)  
10/13/2022

Upgrade |  
CreditWatch/Outl  
ook: Positive  
10/13/2022

# Baa2

## Moody's

Long Term Rating (LT Issuer  
Rating )  
1/19/2022

Constellation's most recent SEC filings and financial information can be found at:  
<https://investors.constellationenergy.com/financial-information/sec-filings>

### Customer Value Added Services

#### Energy Market and Policy Expertise

Constellation customers get access to energy experts. From real-time Twitter and blog updates to monthly webinars and weekly market updates, our expert analysts help you understand what's happening in the energy markets, what's new in energy technology and management practices, and what's relevant in the state and federal energy policy arena.

### Risk Management

Constellation has one of the strongest risk management teams in the business. We have the ability to work with our customers to help them manage their risk by providing budget predictability and reducing exposure to market volatility.

#### Corporate Risk Management Strategy

Constellation's risk management strategies, policies, and procedures are defined and approved by the Risk Management Committee and incorporate risk protocols. The risk protocols consist of monitoring and managing the processes and procedures that are used in the evaluation of the organization's risk. The risk management team carries out these processes and procedures, which are the independent verification function in reporting of pricing, positioning, and profit and loss reporting. The back office carries out accounting, reconciliation, and activities associated with invoicing. Those who perform and manage these activities and functions are part of the financial reporting group and independent of supply activities.

#### Risk Management Function

The Risk Management Function at Constellation is independent from the supply activity. This function is staffed by individuals with backgrounds in energy risk management, professionals trained in disciplines related to risk management, and individuals with middle- and back-office experience in the financial sector.

### **Risk Measurement**

The risk management team independently measures, monitors and reports on risk to maintain the goals and objectives set forth by management including credit and market risk. The risk management team continually re-examines procedures and limits with reference to changing market conditions and any change in Constellation's business profile.

### **Operations**

This includes counterparty experience and credit. The Constellation risk function maintains protocols that govern trade capture, valuation, price verification, confirmation and reconciliation. In addition, Constellation business people work in the areas of regulatory affairs and taxation so as not to expose the company to material risk in these particular environments.

### **Risk Management Systems (Information Technology and Data Capture)**

Constellation utilizes a proprietary Risk Management System while undergoing a continual upgrade process. There is defined stewardship of the system and data integrity with a level of sophistication required for risk management. As with other risk management functions the stewardship of this system is segregated to monitor and control data integrity. Constellation has in place system security, backup, recovery, and contingency plans to maintain data veracity and functionality.

## **Environment**

### **Environmental Principles**

Constellation understands the strategic importance of environmental sustainability to our business and recognizes that environmental performance and commitment are important to our customers, investors and employees. Constellation has built its business strategy on the fundamental principle that a clean, reliable and affordable energy portfolio is essential to sound public policy and to sustainable investor value. Community and environmental responsibility are part of Constellation's core values, and the company has been committed to delivering innovative products and services to its customers so that they can achieve their sustainability objectives. Together the combined focus on environmental sustainability is a powerful element of the company's sustainable growth strategy.

Learn more about Constellation's environmental commitment at <https://www.constellationenergy.com/sustainability/environment/climate-commitment.html>

## **Electric Supply**

An important step in creating a strategy that's right for your business is to understand your business model and risk tolerance. Some questions to consider:

- Do you have a 24-hour operation, normal business hours or something in between?
- Are you able to reduce power consumption?
- Do you need full budget certainty or are you comfortable with some market exposure?
- Is your usage expected to grow over time?
- What are your sustainability goals?



Which purchasing strategy you choose can have an impact on your overall energy costs. Constellation will work with you to answer these questions, and many more, to help you develop a customized energy strategy that fits your unique business needs. Learn more about our full suite of power products below.

## **ELECTRICITY SUPPLY OPTIONS:**

### **Fixed\* or Secured Price**

A fixed or secured price offers you the options for price stability and simplicity. You pay one fixed price per kilowatt for all of your electricity usage for the term of your choice. One-time decision, one electricity price, one simple bill.

### **Index Price**

With index pricing you do not lock in any of the costs associated with your power usage. Your supply price will float with the index of choice (Day Ahead or Real Time) and is not subject to any risk premiums for fixing load. This product is an option for energy-savvy customers comfortable with the risks of volatile power markets and allows you to take advantage of market opportunities.

### **Flexible Index Solutions (FIS)**

This blended approach allows you the option to fix percentages of your energy usage with electricity purchases over the term of the contract, while the remaining volumes are settling using the chosen index (Day Ahead or Real Time). FIS is good for customers who want price stability and the flexibility that comes with taking an active role in managing their energy costs.

### **Index Plus Block Solutions (IPBS)**

The Index Plus Block Solutions product is good for energy-savvy customers willing to spend the time and effort to make ongoing decisions about when and how much power to purchase, who want the flexibility that comes with taking an active role in managing your energy costs. You do not pay for usage variance risk protection on the fixed block volumes, and any difference in the usage between actual and fixed volumes will be settled on the index.

### **Minimize Volatile Pricing (MVPe)**

A structured, systematic plan that reduces exposure to electricity price volatility through an automatic time-diversifying lock-in program prior to contract flow. MVPe offers a “set it and forget it” strategy with budget certainty, removing the risk of locking in a single-point-in-time fixed price.

### **Information-to-Implementation (i2i)**

Information-to-implementation (i2i) is a reporting service to help you plan your budget and make informed purchasing decisions. This approach helps answer important strategic questions, such as the expected costs and actual spend through two key components, reporting and your Energy Strategy Planner (ESP). A series of reports of key performance indicators, cost and net open position provides you with information about your budget, expected cost, and actual spend. The Energy Strategy Planner helps you plan your budget and provides you with details on several purchasing strategy options.

*\*Product availability varies by state and customer class*



**Open Pricing:**

At Constellation we study our customers’ load profiles very carefully when building a pricing offer. For example, not only do we look at the seasonality of their load and the onpeak and off-peak proportions, we also look at every single hour and the predictability of the load, and we forecast that load into the future and measure different risk parameters.

**Indicative Pricing:**

This submission is not intended to be, and shall not be construed as, a binding offer to provide electricity and related services. The pricing provided in this RFP response is illustrative only of what Constellation would consider charging Customer for electricity and related services if the parties were to enter into a binding written contract on mutually acceptable terms (a “Supply Agreement”) as of the date of this RFP response. The final pricing at which Constellation would consider supplying electricity and related services to Customer depends on a number of variable factors, including without limitation, the wholesale price of power, which is ever changing, the cost to Constellation of securing ancillary and other services, the date on which the parties anticipate electricity supply to begin, general economic conditions, and the effective date of, and final terms and conditions contained in, a Supply Agreement signed and delivered by authorized representatives of both parties. Definitive pricing shall be established only if, and at such time as, the parties mutually execute and deliver such a Supply Agreement.

**Online Account and Budget Management**

Constellation’s *Energy Manager* online service offers a free and easy way to view and pay electricity invoices, schedule price alerts and manage energy decisions more efficiently. It puts all the information you need at your fingertips, so you’ll have more power to handle your account and more time to get things done. <https://energymanager.constellation.com>.

View and pay invoices

- Track invoices and payments
- Schedule one-time, auto, or recurring payments
- Set up invoice alerts
- Export invoices

Manage energy decisions

- View electricity and natural gas market prices
- Set up price alerts
- Analyze historical usage
- Identify how much usage is at risk for price fluctuations
- View custom reports

**Natural Gas Supply**

Constellation NewEnergy-Gas Division, LLC service offerings include:

- Risk management and financial hedge services
- Competitively priced natural gas supply
- Expertise on all major natural gas pipelines
- Complete transportation arrangements: firm and interruptible service, storage, and balancing
- Nomination and scheduling services



- Flexible contract terms, including multiple pricing and contract length options

## Energy Efficiency

At Constellation, we create solutions that offer you the flexibility to effectively manage your total energy profile. Whether it's support of corporate sustainability and emissions reduction goals or management and operation services for complex energy assets, Constellation can provide:

- A “one-stop shop” for energy management expertise, with the support of best-in-class technology
- Operational and revenue stream efficiencies to alleviate your financial burden for needed infrastructure
- Scalable assets with customizable turnkey solutions utilizing the latest technological advances

## Efficiency Made Easy®

Managing total energy cost over time requires an energy strategy focused on quantity as well as price. Energy conservation measures can go a long way toward lowering consumption and associated costs while achieving sustainability goals and meeting regulatory compliance, like LEED certification. However, financing for these projects is often an obstacle.

Constellation's Efficiency Made Easy® (EME) program helps customers identify, implement, and fund efficiency improvements that can help reduce energy costs, modernize facilities, and meet sustainability goals, through on-bill funding. Through EME, Constellation aligns the customer's energy efficiency needs, business needs and project scope with pre-approved alliance partners that meet specific requirements to deliver the expertise to identify and develop high impact projects. Customers may realize cost savings through a reduction in consumption and an improved load profile, which may positively impact future energy costs and EHS goals.

This unique award-winning solution provides an opportunity to pay for energy conservation measures – with no upfront capital – through monthly charges that appear on the customer's power or natural gas supply bill from Constellation. Constellation does not treat the funds as a loan or report it as loan and no liens are held against the facility. The program is not a lease - customers own the equipment outright. This solution returns flexibility back to the customer's capital, enabling some customers to take advantage of new tax depreciation regulations, treat the monthly charge as operational expense, and free up capital and time to proactively manage other business challenges.

## Performance Contracting

Many state and local government customers choose the performance contracting option to fund building improvements and achieve sustainability goals. With no capital required, the projects are supported entirely by the guaranteed energy savings over time - giving customers an avenue for payment and justification of their investment.

## Design/Build



Some organizations are fully capable of funding energy efficiency projects, but need professional energy expertise, project design and delivery experience to reach their efficiency goals. Constellation and our alliance partners provide that service as a part of the EME process.

## **Solar**

By hosting a solar system on site, you can manage your electric bill, limit energy price volatility and increase energy reliability, as well as potentially participate in associated sustainability benefits. Constellation can work with you to customize a solar solution to meet your needs.

## **Energy Efficiency Program Features**

### **High-Impact Measures (included in most energy efficiency projects)**

- Lighting Retrofits
- Building Automation Controls
- Water Conservation
- HVAC Upgrades

### **Capital Measures (long-term energy efficiency engagements)**

- Boiler Upgrades - Savings depend on the facility size and heating needed
- Roof Repairs/Upgrades - Largely critical to facility modernization
- Insulation/Window Upgrades - Smaller financial benefits but highly desired for increased comfort and aesthetics

## **Load Response**

Load response is a diverse offering of solutions that can be combined to create one of the biggest energy cost offsets. For businesses able and willing to curtail energy use in response to various grid conditions, load response programs can deliver revenue and energy offsets while minimizing the risk of sudden disruptions. Load response is offered by CPower through a strategic alliance with Constellation.

## **Constellation Offsite Renewables**

Constellation Offsite Renewables (“COPRe”), provides companies access to offsite renewable energy projects through the simplicity of a retail power contract. Our COPRe product combines location-specific renewable energy purchases and renewable energy certificates (“RECs”) with a physical load-following energy supply contract, allowing our customers to easily size, select and procure renewable energy just like they do for conventional electric supply today.

Constellation provides three options for customers interested in leveraging the COPRe contract structure for their offsite renewable procurement.

- CORE: Constellation supplies the customer with energy and RECs from an existing offsite renewable project that is already in the Constellation portfolio through our CORE Retail Power agreement.
- CORE+: Constellation surveys the market to identify a strong newbuild project and offers that project to customers through our CORE+ Retail Power agreement.
- CORE+ Custom: Customer identifies a strong project of its choosing to meet its needs and Constellation incorporates the project into the CORE+ contract structure by i) entering into a Wholesale PPA with the project developer (or otherwise receiving physical power from the offsite project); and ii) providing a CORE+ Retail Power agreement

Any of the CORE+ product options can provide a desirable mix of budget predictability and the ability to support new renewable development.

### **The Pear.ai Platform**

The Pear.ai platform is an energy intelligence platform that gives you the power to take control of your energy footprint, reduce costs, and drive sustainability. It turns your energy data into one of your most valuable assets.

The Pear.ai platform allows you to see all your facilities' utility information. Unifying and standardizing your utility data across the organization enables you to create reports and visualizations for utility metrics. From here, you can benchmark facility usage trends and understand costs and emissions data from which you can develop goals for budget management and sustainability.

- **Sustainability**
  - Track your Scope 1 and Scope 2 emissions
  - Understand areas where you might need efficiency upgrades
  - ENERGY STAR<sup>®</sup> Reporting Integration
- **Reporting and Analytics**
  - Virtual Energy Expert – “Sam” allows natural language search for quick insights
  - Visualize all of your data and understand where all of your costs come from
- **Bill and Utility Management**
  - Bill Validation and Error Checking
  - Ability to create files that integrate with AP systems
  - Standardized formatted view of all utility invoices
- **Data Collection**
  - Ability to bring in all of your utility invoices: gas, water, electricity, etc. across the U.S.

### **Renewable Energy Certificates and Carbon-Free Solutions**

Many businesses today purchase renewable energy certificates (“RECs”) to gain a competitive advantage and satisfy increasing demands for environmental responsibility.



Businesses can easily enhance their energy strategies by procuring varying amounts of renewable energy certificates - up to 100 percent.

### **Renewable Energy Certificates**

To encourage the sale of renewable electricity nationwide, a system was established that separates renewable electricity generation into two parts: the electricity produced by a renewable generator and the environmental attributes of that generation. These attributes include the tons of greenhouse gas avoided by generating electricity from renewable resources instead of conventional fuels.

### **Carbon-Free Electricity Plans**

Help meet your environmental and climate change goals by supporting the production of electric power from generation sources that do not directly emit greenhouse gases (GHG).

By purchasing carbon-free electricity from Constellation, your business will realize the value associated with emissions-free generation. Emission-Free Energy Certificates (EFECs) are created to represent the emission-free attributes of generating sources, as defined by PJM, that do not directly emit greenhouse gases from combustion.

When you purchase a carbon-free electricity product from Constellation, electricity you purchase will be matched with EFECs providing you with carbon-free electricity. Your energy will be sourced from generation facilities located in the PJM Interconnection that do not emit carbon dioxide into the environment. EFECs are tracked and reported through PJM Environmental Information Services' Generation Attribute Tracking System (GATS).

#### Customer Benefits of Carbon-Free Electricity Product

- Voluntarily matching electricity supply requirements with a carbon-free power generation source encourages the use of clean, emission-free fuels, and demonstrates a commitment to the environment.
- Reduces emissions associated with your electricity usage.
- May help your company meet goals for reducing emissions associated with its electricity use.<sup>1</sup>

<sup>1</sup> Check your GHG reporting protocols to confirm.

#### Renewable Energy Certificates (RECs)

There are several renewable energy supply options that provide a path to achieve your company's renewable energy goals, including the purchase, and investment in, new, local renewable energy, and leveraging national wind and/or solar sourced RECs.

Constellation offers NewMix® RECs which are sourced from renewable generating facilities located within the continental United States. RECs can be purchased as a block or as a percentage of your



electricity supply. RECs supplied by Constellation are Green-e® Energy certified and sourced from wind and/or solar energy facilities located in the lower 48 states. Throughout the term of the contract, you can match any percentage of your electricity supply at your facilities with RECs.

Each REC represents the positive environmental attributes of one megawatt hour (MWh) of electricity generated by a renewable power plant and is retired on behalf of customers wishing to promote their environmental commitment. The purchase of RECs supports the operation and development of facilities that generate clean, renewable energy.

#### Customer Benefits of NewMix® RECs Product

The purchase of NewMix® RECs demonstrates your commitment to environmental responsibility and supports your company's goals. In addition, you can point to –

- supporting the demand for new, clean, wind and/or solar power
- matching a designated percentage of your annual energy use<sup>1</sup>
- making environmental claims about a reduction in greenhouse gas emissions associated with your electricity use, also known as “Scope 2” emissions

<sup>1</sup> Your agreement will outline specific designated percentages of annual usage matched with RECs.

### **Diversity and Inclusion and Minority/Women Owned Business Practices**

Constellation is fully committed to the concept and practice of equal employment opportunity and affirmative action. Constellation is proud of its achievements in promoting the success of minorities, females, veterans and individuals with disabilities and continually reaffirms its commitment to promote equal employment opportunity. Positions with Constellation are open to qualified individuals regardless of their age, disability, marital status, national origin, race, religion, sex, sexual orientation, veteran status or other conditions protected by law. Constellation believes it gains a competitive advantage by fostering an environment that appreciates different perspectives. Our company will continue to develop a workforce that not only meets the needs of its increasingly diverse customers but also is reflective of our customers and the communities in which we do business.

From a corporate perspective, Constellation abides by federal, state and local policies in dealing with minority businesses through a set of policies used throughout the organization. These policies are filed as required with the federal and state government agencies in the jurisdictions in which each organization conducts business operations; however, in the normal course of providing proposals, Constellation does not provide copies of these policies.

Diversity, Equity and Inclusion (“DEI”) is a fundamental Constellation value. Constellation provides 24-hour access to DEI resources and quarterly webinars. Though the generation and transmission of electricity is such that it limits direct participation from diversity certified subcontractors, Constellation supports local and diverse businesses, from office supplies to equipment maintenance to consulting. In 2021 Constellation spent \$197 million with local and diverse businesses.



Constellation and our employees contribute nearly \$10 million and volunteer more than 50,000 hours annually to support organizations in our community. Please visit Constellation’s Diversity and Culture webpage at <https://jobs.constellationenergy.com/pages/diversity-inclusion>

**References**

<b>Firm:</b>	State of Rhode Island	City of Nashua (NH)
<b>Contact Person:</b>	Terri L. Brooks 401-741-5606 Administrator, Financial Management Office of Energy Resources 401-741-5606 <a href="mailto:terri.brooks@energy.ri.gov">terri.brooks@energy.ri.gov</a>	Doria Brown, Energy Manager 603-589-3265 <a href="mailto:brownd@nashuanh.gov">brownd@nashuanh.gov</a>
<b>Power Flow Start</b>	October 2020	June 2015
<b>Type of Services:</b>	Power	Power
<b>Volume (MWh/yr):</b>	98,000	7,700

<b>Firm:</b>	UMASS Amherst
<b>Contact Person:</b>	Ray Jackson Director Physical Plant 413-545-0605 <a href="mailto:rjackson@facil.umass.edu">rjackson@facil.umass.edu</a>
<b>Power Flow Start</b>	December 2014
<b>Type of Services:</b>	Power
<b>Volume (MWh/yr):</b>	50,000

**Constellation Licenses and Service Provider Authorization**

**CONSTELLATION NEWENERGY, INC. ELECTRICITY SUPPLY LICENSES**

**Federal:** Constellation NewEnergy, Inc. and predecessors were granted Market-Based Rate authority by the Federal Energy Regulatory Commission (FERC) in 1996 in Docket No. ER96-1387.

**State:** State licenses generally require Constellation to file renewal applications, registrations or updates, and such filings are made in all applicable jurisdictions annually or as required in due course.

- **New Hampshire:** Constellation NewEnergy, Inc. received its license with the New Hampshire Public Service Commission on April 19, 2001.

**Section II – Quality of Service**

Constellation has more than 32,400 megawatts of capacity and annual output that is 90 percent carbon-free. Due to the free-flowing nature of power across multiple states, countries, and grids, no single source of power can be identified as a source. In ISONE, Constellation owns the Mystic, Framingham, West Medway I, and West Medway II units.



Constellation's environmental disclosure labels can be found at <https://www.constellation.com/solutions/for-your-commercial-business/StateDisclosures.html>.

There are no customer complaints filed with any state consumer protection agency, attorney general, or licensing bureau that would materially impact the ability to serve the State of New Hampshire.

### Section III – Reliability of Service

#### **CONSTELLATION NEWENERGY, INC. ELECTRICITY SUPPLY LICENSES**

**Federal:** Constellation NewEnergy, Inc. and predecessors were granted Market-Based Rate authority by the Federal Energy Regulatory Commission (FERC) in 1996 in Docket No. ER96-1387.

**State:** State licenses generally require Constellation to file renewal applications, registrations or updates, and such filings are made in all applicable jurisdictions annually or as required in due course.

- **New Hampshire:** Constellation NewEnergy, Inc. received its license with the New Hampshire Public Service Commission on April 19, 2001.

See Exhibit A for EDI agreements with the LDCs.

See <https://www.constellationenergy.com/our-work/what-we-do/generation.html> for a listing of all plants.

Jesse McKay is the Contractor Point of Contact. His title is Business Development Manager, C&I Power. His phone number is 603-785-3797 and his email is [jesse.mckay@constellation.com](mailto:jesse.mckay@constellation.com). Fax and mail are discouraged as outdated technologies.

### Section IV – Coordination of Service

See Exhibit A for EDI agreements with the LDCs.

A sample of the Supplier's Customer's Base is noted above in the References section.

#### **Attachments**

- Exhibit A – EDI Agreements with LDCs, Certificate of Incumbency, Certificate of Good Standing, & Transmittal Letter
- Exhibit B – Proof of Vendor Registration
- Exhibit C – Addendums 1



## **Exhibit A**



# COMPLETION OF EDI TESTING

This is to certify that on November 23<sup>rd</sup>, 2022

**Constellation New Energy**

completed all of the requirements of New Hampshire  
Code of Administrative Rules, Section PUC 2003.01(d).

A handwritten signature in black ink, appearing to read 'M. Summerfield', is written over a horizontal line.

Mark Summerfield, Manager of Retail Choice  
Liberty Utilities (Granite State Electric) Corp.  
15 Buttrick Rd, Londonderry NH 03053

Attn: Matthew W. Sigg  
Director of Operations, Transaction Management  
Constellation NewEnergy  
1221 Lamar St, Suite 750  
Houston, TX 77010

May 5, 2009

Dear Mr. Sigg,

This is to certify that Constellation NewEnergy has complied with the training and testing requirements of the New Hampshire Public Utilities Commission and that Constellation NewEnergy has successfully demonstrated electronic transaction capability with the New Hampshire Electric Cooperative.

Sincerely,

*William Bayard*

William Bayard

Economist & Load Research Analyst  
New Hampshire Electric Cooperative  
579 Tenney Mtn. Highway  
Plymouth, NH 03264-3154

603-536-8879



579 Tenney Mountain Highway  
Plymouth, NH 03264-3154  
www.nhec.com  
603-536-1800 / 800-698-2007

May 15, 2023

**Via Electronic Mail**

Rachel Mefford  
Constellation NewEnergy, Inc.  
1001 Louisiana Street Suite 2300  
Houston, TX 77002  
Rachel.Mefford@constellation.com

**Re: Constellation NewEnergy, Inc. EDI Test**

Dear Rachel:

This letter is to confirm that Constellation NewEnergy, Inc. and New Hampshire Electric Cooperative successfully completed electronic data interchange (“EDI”) testing for the standard billing option (i.e. separate billing) on August 3, 2022.

Supplier	Constellation NewEnergy, Inc.
Value Added Network Provider Name	OpenText
NHEC Billing Service	Standard
NHEC Billing Provider	CONST

If you have any questions, please do not hesitate to contact me at [clarkj@nhec.com](mailto:clarkj@nhec.com).

Sincerely,

Jeremy Clark  
Financial Planning, Analysis, and Rates Manager

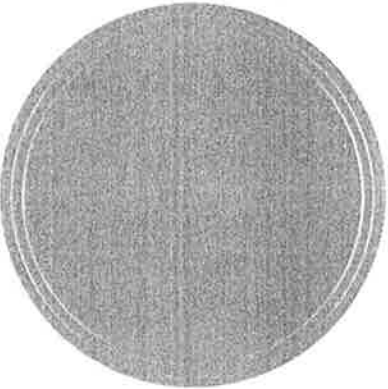
**Public Service Company of New Hampshire  
(d/b/a) Eversource Energy  
Certificate of Completion**

*is hereby granted to:*

**Constellation NewEnergy, Inc.  
Commercial and Industrial**

*to certify that they have completed to satisfaction*

**NH EDI Connectivity and Certification Testing**



COPY

*Granted: 04/04/17*

*Aaron Downing*

*Aaron Downing  
Eversource Supplier Services*

Date 04/04/17

Constellation NewEnergy, Inc.  
C & I  
1221 Lamar St., Suite 750  
Houston, TX 77010

COPY

Dear Rachel,

Thank you for your interest in becoming a supplier in New Hampshire and providing this service to our Public Service Company of New Hampshire (d/b/a Eversource Energy) customers.

Eversource and Constellation NewEnergy, Inc. have successfully completed EDI Connectivity and Certification Testing. I have enclosed a Certificate of Completion for your files.

As soon as Constellation NewEnergy, Inc. is granted certification by the New Hampshire Public Utilities Commission (NH-PUC), you will be ready to contract with Eversource customers.

Thanks once again Rachel for your interest and I look forward to working with you in the future.

Sincerely,



Aaron Downing  
Eversource Supplier Services



**Electronic Data Interchange (EDI) Certification**

***Unitil Energy Systems (UES)***

Issued to: Constellation New Energy  
Represented by: Paritosh Nagar

Issued by: Unitil Energy Systems  
Represented by: Maureen Cote, Supplier Services Analyst II

Date: May 1, 2023

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This is official notification of the successful completion of Electric EDI testing between Unitil Energy Systems and Constellation New Energy. As of 10/31/2022, Unitil Energy Systems does hereby declare Constellation New Energy as a certified EDI trading partner capable of exchanging the following transactions:

810	Invoice
814	Change
814	Drop
814	Enrollment
814	Historical Usage Request
820	Payment Notification
867	Historical Usage
867	Monthly Usage
997	Functional Acknowledgement

Constellation New Energy has successfully satisfied all the requirements of connectivity with Unitil Energy Systems. Constellation New Energy has also proven through detailed transaction testing its understanding of the business rules and EDI formats required for account maintenance, and billing (dual and LDC rate-ready consolidated) as described by the New Hampshire Public Utilities Commission and using V12 version 4010 standards.

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*maureen cote*  
\_\_\_\_\_  
Signature  
05/01/2023  
\_\_\_\_\_  
Date

Maureen Cote  
Supplier Services Analyst II  
Unitil Service Corp.  
6 Liberty Lane West  
Hampton, NH 03842-1720  
EL\_SupplierServices@unitil.com

**CONSTELLATION NEWENERGY, INC.  
CERTIFICATE OF INCUMBENCY**

I, Nina L. Jezic, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of Constellation NewEnergy, Inc., a corporation organized and existing under the laws of the State of Delaware, and do hereby certify that Nancy Fischer is a duly elected, qualified and acting officer of Constellation NewEnergy, Inc., whom has the authority to execute binding documents on behalf of Constellation NewEnergy, Inc.

**Name of Officer**

Amanda Stewart

**Title of Officer**

VP, Retail Operations

IN WITNESS WHEREOF, I have hereunto set my hand this 10<sup>th</sup> day of January 2022.

By:

*Nina Jezic*

Nina L. Jezic  
Assistant Secretary

smb/arc

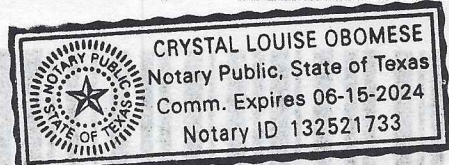
Subscribed to and sworn before  
me this 10th day of January 2022.

My Commission Expires: 06-15-2024

X

*Crystal Louise Obomese*

Notary Public Signature



Notary Seal:



STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 6/1/23

Company Name: Constellation NewEnergy, Inc.

Address: 1310 Point Street, Baltimore, MD 21231

To: Point of Contact: Mathew Stanton  
Telephone: 603-271-3235  
Email: [Mathew.T.Stanton@das.nh.gov](mailto:Mathew.T.Stanton@das.nh.gov)

RE: Proposal Invitation Name: **Electric Supply Services**  
RFP Number: **2023-357**  
RFP Posted Date (on or by): **May 11, 2023**  
RFP Closing Date and Time: **June 1, 2023 @ 11:00 AM (ET)**  
Auction Date and Time: **June 13, 2023 between 10:00-12:00 PM (ET)**

[Insert name of signor] Amanda Stewart, on behalf of Constellation NewEnergy, Inc. [insert name of entity submitting RFP (collectively referred to as "Bidder")] hereby submits an offer as contained in the written RFP submitted herewith ("RFP") to the State of New Hampshire in response to RFP #2023-357 for Electric Supply Services at the price(s) quoted herein in complete accordance with the RFP.

Bidder attests to the fact that:

1. The Bidder has reviewed and agreed to be bound by the RFP.
2. The Bidder 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 Closing date as indicated above.
4. The prices Bidder has quoted in the RFP were established without collusion with other bidders.
5. The Bidder has read and fully understands this RFP.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Bidder certifies that neither the Bidder 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 bidder 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-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature *Amanda Stewart*

Authorized Signor's Title VP, Retail Operations

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CONSTELLATION NEWENERGY, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on February 08, 2002. 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: **356449**

Certificate Number: **0006210774**



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 19th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

## **Exhibit B**

**Moore, Chris D:(Constellation)**

---

**From:** nhfirstpfadmin@nh.gov  
**Sent:** Monday, March 14, 2022 11:02 AM  
**To:** Moore, Chris D:(Constellation)  
**Subject:** [EXTERNAL]New Hampshire Vendor Setup Complete

EXTERNAL MAIL. Do not click links or open attachments from unknown senders or unexpected Email.

Dear New / Updated Vendor -

Your information has been set up and recorded with the State of New Hampshire. You are now a registered vendor. Your vendor number is 201030 and your vendor name is listed as Constellation NewEnergy Inc.

You will be able to access your vendor account information the next business day.

This is an auto-generated message. Please do not reply to this email address.

Thank you.

If you have any questions, please contact Prch.web@das.nh.gov, Bureau of Purchase & Property  
(603) 271-2201

## **Exhibit C**

INTERNAL  
**STATE OF NEW HAMPSHIRE**  
**DIVISION OF PROCUREMENT AND SUPPORT SERVICES**  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX  
25 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6398

DATE OF CHANGE: 5/24/2023

**ADDENDUM # 1 TO BID INVITATION #2023-357**

**DATE OF BID CLOSING:** 6/1/2023

**TIME OF BID CLOSING:** 11:00 AM (EST)

**FOR:** Electric Supply Services

**Questions and Answers**  
**Received as of 4:00 PM ET Thursday April 18, 2023**

1. The RFP states proposals must be valid open for 180 days. Please confirm this refers only to the technical bids and NOT any pricing. Pricing is valid for the current day and subject to refresh past the State's Deadline Lock- in.

**Answer # 1- Confirmed**

2. Please confirm that the contract provided upon award and faxed/emailed is a binding Lock-in. Please detail how a binding lock-in process will work. Electricity prices are volatile, so even a day past the lock-in deadline would typically be subject to refresh if not significant risk premiums.

**Answer # 2 - The State will provide an intent to award email to the winning supplier prior to the 3pm EST deadline to hold pricing on the day of auction, and will provide signed State contracts same day prior to 5pm EST.**

3. Please confirm that regular, annual changes in LDC ICAP tags are not to be considered a change in law.

**Answer #3- Confirmed. Capacity is to be fixed for the term of the agreement and any changes to the ICAP tags will not be treated in accordance with a change in law.**

4. The EnelX platform has several groups with 25% Green. The RFP suggests this will be done later through a bilateral modification. Please clarify.

**Answer #4- Per the RFP, the State has chosen not to include a renewable % green requirement at this time.**

5. Please confirm the number of accounts?

**Answer # 5- Any and all account changes regarding account numbers, name keys and are active**

status are to be posted in the updated Attachment A for addendum 1.

6. Proposer's Authorized party to bind the company will not be the Point of Contact. As a very large organization, there are strict processes in place around Points of Contact and those that are Authorized. An Authorized Party will sign any contract and be noted in a forthcoming Certificate of Incumbency. The Point of Contact will be identified in the response.

**Answer #6 - Noted.**

7. Proposer would like to clarify that emailing the State a copy of its electricity generation disclosure statement is acceptable to meet the State's requirement to provide such disclosure to customers. Proposer is unable to provide any specific generation information to the State for its individualized electricity usage given the nature of the electricity market. Please confirm that this is acceptable.

**Answer #7 – Confirmed.**

8. Please confirm that Supplier may withdraw its pricing offer any time prior to award.

**Answer #8 - The State encourages suppliers to hold their pricing to the requested time on the date of auction however upon notice a supplier may withdraw its price via email to the State.**

9. Regarding Change in Law, the requirement asks for 30-day notice before invoicing. In the event that accounts are on consolidated utility billing, the supplier cannot control (i.e. pause and restart) billing as that is done by the utility. Sometimes regulatory changes are not finalized until shortly before power flow and 30 days may not be possible. Please confirm the State is willing to modify the draft contract to provide regarding the Change in Law provision to reduce the notice required prior to the implementation of a regulatory change to thirty (30) days or, in the event Supplier itself does not receive thirty (30) days advance notice, as soon as commercially reasonable.

**Answer #9- The State understands that a 30 day notice will not apply if the regulatory change is enacted with less than 30 days notice.**

10. Do any of the accounts that are part of this bid have installed or plans to install behind the meter generation? If so, what fuel type, what is the maximum output, when is the online date, and what is the expected generation by month? Can the State provide additional details regarding such generation (i.e., type of generation, size, etc.)? Are there currently any scheduled additional load saving measures expected to come online?

**Answer #10 - The State is unaware of any planned behind the meter projects that will impact usage greater than the 25% bandwidth for the term of the agreement.**

11. RFP, Phase II – Price Submission Instructions, Price Option I component table includes Fuel Security Costs which has components listed as "...Mystic Cost of Service, Inventoried Energy Program...". It also list a component of "Interim Winter Solution/Program". Can the State confirm that the "Inventoried Energy Program" and "Interim Winter Solution/Program" refer to the same cost obligation?

**Answer #11 – Confirmed.**

12. RFP, Phase II – Price Submission Instructions, ADDING OR DELETING FACILITIES specifies: “Any account determined to meet the 5% Small Account threshold may be deleted without penalty. Any account determined to meet the 5% Small Account threshold may be added at the existing contracted price for the remaining duration of the agreement.”. Can the State confirm there is a single aggregate threshold for both Adds and Deletes? Using the same example, if contracted volume is 10,000,000 kWh annually, the 5% threshold allows up to 500,000 kWh in additions. This threshold could be met by two accounts of 250,000 kWh being added, and if a third account of 250,000 kWh required addition, it would be added at a mutually agreed upon price?

**Answer #12 - Confirmed.**

13. RFP, SELECTION PROCESS, B. Award indicates “The State may award multiple contracts depending upon the prices submitted during Phase II - Price Submission but under no circumstances will an electric account be awarded to more than one (1) CEPS.”. Can the State confirm that all accounts within an “Account Group” will be awarded to a single CEPS?

**Answer #13 - Confirmed.**

14. RFP, Selection Process, B Award Indicates “ The State may award multiple contracts upon pricing submitted during Phase II- but under no circumstance will an electric account be awarded to more than CEPS or can the State confirm that all accounts within an Account Group will be awarded to a single CEPS.

**Answer #14 – Confirmed.**

15. Please clarify whether Supplier and the State may negotiate the provisions of the draft P37 contract in good faith prior to the bid date.

**Answer #18- As described in Part III- Section B, any exceptions to the standard form contract that are not raised during the vendor inquiry period are waived. In no event is a Bidder to submit its own standard contract terms and conditions as a replacement for the State’s terms in response to this solicitation.. All approved language has been incorporated into the P37 Exhibit A-C Contract revisions document. Any proposed modifications submitted to the State that are not listed in the Q&A and incorporated into Exhibit A-C Contract revisions have been denied.**

16. NHEC only allows the Proposer to support one bill type, and Proposer chose Dual. LDC Consolidated Billing is not available with that utility for Proposer. Please confirm Proposer can use Dual billing.

**Answer #16- The State preference is for consolidated billing under RFP 2023-357. In the event the utility will not support single billing, dual billing will be acceptable.**

17. For any billing that would be through the utility, proposer cannot control the statement #'s and invoice format.

**Answer #17- Noted.**

18. Supply Agreement, section 1. SCOPE OF AGREEMENT specifies: “...Agreement and RFP 2020- NN.” Will the State update this section to reflect RFP 2023-357?



**Answer #18 - RFP referenced in 1. Scope of Agreement will be 2023-357.**

19. Supply Agreement, section 2. DEFINITIONS, Contract Price specifies: "...defined within RFP 2018-202." Will the State update this section to reflect RFP 2023-357?

**Answer #19- The State understands the reference to RFP 2018-202 to be in error and not applicable to current RFP 2023-357.**

20. Supply Agreement, Exhibit B, 1.1 CONTRACT PRICE specifies: "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.". Can the State confirm that the Winter Reliability Program has been replaced by ISO-NE Fuel Security Costs as specified in the RFP "Price Option I" component table?

**Answer #20. Confirmed, Winter Reliability has been replaced by ISO-NE Fuel Security. The State will be fixing all charges under Fuel Security as listed on the pricing option 1- component table. Each component under Fuel Security is to be fixed at known costs for the entire contract period to accommodate rate ready billing as described in RFP 2023-357. Any future documented changes to current tariffs or fuel security programs, post award, by ISO New England or FERC will be handled by change in law.**

21. The Bidder would like to clarify that additions/deletions would be capped at 5% and would be based upon the total contracted volumes.

**Answer #21- Confirmed.**

22. The Bidder would like to clarify that if the approval is not provided by the end of the price hold, it reserves the right to refresh its pricing.

**Answer #22- See answer #8.**

23. The Company would like confirmation that the Early Termination Fee includes all commodity delivered and not yet paid for, whether or not it has been invoiced.

**Answer #23- Confirmed**

24. Please agree that if the contract is Utility Rate Ready/UCB we will have the ability to change the rate with notice to the State (ie. CIL).

**Answer #24- In the event a change in law warrants an adjustment to the contract price due to rate ready billing, the supplier will be required to send backup details to the State for approval prior to billing.**

25. Please disclose any additions or deletions (by quantity of accounts and individual volumes) that have occurred during the term of the last third party supply contract.

**Answer #25. No material adds or deletes in excess of 5% of the contract volume have occurred historically to any third-party electric contracts. Individual volume information of added or deleted accounts is not available .**

26. The utility may at times re-read or adjust volume and therefore change the amount due for billing time frame. Please indicate that you understand re-bill issues can occur beyond the monthly cycle?

**Answer #26- Confirmed.**

27. Please define Winter Reliability Charges and what you mean by subsequent invoices.

**Answer# 27- The State is unclear regarding your question on subsequent invoices, but Winter Reliability is now captured under Fuel Security and its listed program components described in pricing option 1-product component table.**

28. Please define holdover period or holdover price?

**Answer #28- The State does not intend to utilize holdover for this contract and as needed will request the supplier to drop all accounts back to the utility.**

29. Please confirm that the supplier is not obligated to continue service at the contract price during any holdover period.

**Answer #29- Confirmed.**

30. Would you accept that the annual adjustment for usage will be at the discretion of the supplier if adversely impacted due to the variation up or down and billed outside the UCB process?

**Answer #30- In the event annual consumption bandwidth is (+ or-) 25% of the annual contracted volumes, the supplier will be required to notify the State and provide backup details before releasing corrective invoices.**

31. Will you amend the 30 day prior requirement for change in law pass through costs?

**Answer #31- See answer #9.**

32. Please acknowledge that the supplier will be made whole for purchases made in advance for the purpose of an awarded RFP if the contract is terminated in advance of the end date.

**Answer #32 – See answer # 23.**

33. Please acknowledge the terms of the offer are valid for 180 days, but any price related information will be subject to refresh for current market.

**Answer #33- See answer #1.**

34. If there is another component to fuel security, please indicate your agreement that it would be a change in law?

**Answer #34- Fuel security costs as listed in the product component table are to be fixed at current or known costs for the entirety of the contract. In the event ISO-NE and or FERC implement new and documented changes to fuel security, suppliers may request the State to bilaterally modify the contract under the Change in law provision before corrective invoices are to be issued.**

35. Will the State consider a dual invoice product- Fuel Security, Mystic IEPES pass through?

**Answer# 35- No the State is requesting a fully fixed price with preference for rate ready billing. Dual billing will be allowed on case by case basis.**

36. If a supplier is unable to provide UCB behind a utility, will you accept dual invoice? Is it required that a supplier bid on all utilities? Will the award be in total or by utility.

**Answer# 36- See answer #35 regarding dual billing approval. The State will not require suppliers to bid on all utilities as they will be awarding by utility/bid group.**

37. Will you accept clarifications or exceptions based on information derived in the questions/answers period to be submitted in the technical proposal.

**Answer #37- No, the state will not accept any clarifications and or exceptions to be submitted within a technical proposal.**

38. Please detail how the lock in process will work?

**Answer #38- See answer #2.**

39. Please confirm whether capacity tag or cost are change in law?

**Answer #39- See answer #3.**

40. Has the State ever terminated a power supply agreement? If so what was the reason?

**Answer #40- To the best of our knowledge the State has not terminated a power supply agreement.**

41. Do you have plans to install any renewable capacity behind the meter during the term of this contract?

**Answer #41- See answer #10.**

42. Are there plans that will be complete for new construction or demolition by the State, during the contract?

**Answer #42- There are no known plans for new construction or demolition at this time.**

43. Will you adjust the auction on the enel platform to accommodate any change identified during the question period.

**Answer #43- All posted changes as a result of this addendum will be updated as needed in regards to the Enel platform.**

44. Will the State review a Master Supply Agreement or use a supplier MSA to govern control?

**Answer #44 - The State will require the successful bidder to execute a Not to Exceed Contract using the Standard Terms and Conditions of New Hampshire which can be found when searching the solicitation RFP # 2023-357 on the NH DAS Procurement Website. Per Exhibit A (section 5.1) of the State's agreement to the terms and conditions, the stated priority of documents is defined and will not incorporate any supplier amendments or exceptions not bilaterally incorporated into the State P37 Terms and Conditions during the solicitation process.**

45. In Exhibit B, Section 2.1 Metering- please clarify what is meant by "contractor and the LDC will participate in electronic data transfer, is the electronic data transfer intended to mean EDI transactions sent between utility and retailer?

**Answer #45– Yes, this referring to EDI capabilities.**

46. Please clarify or provide a sample start date report and monthly electronic summary report as well as at

he payment instructions document.

**Answer #46- Answer #46- Sample reports are not available at this time. Upon award, the State will work with the awarded suppliers on requested contract information which may include up to date usage data including account number, energy consumed, period dates, and amount billed via reporting methods outlined in section 2.3.**

47. Please confirm if the State will consider bids with Fuel Security Costs pass through?

**Answer #47- The State’s product choice remains unchanged.**

**PURCHASING AGENT:** Mathew Stanton

**E:Mail:** [NH.Purchasing@das.nh.gov](mailto:NH.Purchasing@das.nh.gov)

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

BIDDER Constellation NewEnergy, Inc. ADDRESS 1310 Point Street, Baltimore, MD 21231

BY *Amanda Stewart* VP, Retail Operations

(this document must be signed)

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