

# **Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty**

## **Request for Power Supply Proposals to Provide Default Service**

For the Period:

February 1, 2023 through April 30, 2023

**December 23, 2022**



## **REQUEST FOR POWER SUPPLY PROPOSALS**

### **1. Overview**

#### 1.1 Background

Legislation and restructuring settlement agreements in New Hampshire<sup>1</sup> provide for competition in the electric utility industry by extending competition in the wholesale power supply markets to retail customers through the provision of retail access to all customers.

In New Hampshire, the Restructuring Settlement provides access to the competitive retail electricity market for all retail electric customers of Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities (“Liberty”) as of July 1, 1998 pursuant to the provisions of the New Hampshire Act. The Restructuring Settlement and the New Hampshire Act require Liberty to provide generation service (“Energy Service”) to those customers that are not receiving generation service from a competitive supplier<sup>2</sup>.

#### 1.2 Default Service<sup>3</sup>

The Default Service Settlement Agreement in New Hampshire and the New Hampshire Act require Liberty to provide Energy Service to those customers that are not receiving generation service from a competitive energy supplier. In compliance with the Default Service Settlement Agreement, Liberty will procure Default Service by customer group (Large Customer Group). For this solicitation, Liberty is only procuring supply for the Large Customer Group, Liberty will procure 100% of their Default Service supply for only the 3-month period February 1 through April 30, 2023.

Liberty is hereby seeking proposals from qualified power suppliers to supply firm, load-following power to meet its Default Service requirements.

Liberty intends to use existing Master Power Agreements (and any Amendments) that are currently in place with suppliers.

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<sup>1</sup> Granite State Electric Company’s Second Amended Restructuring Settlement Agreement (“Restructuring Settlement”) and RSA 374-F (“New Hampshire Act”).

<sup>2</sup> The New Hampshire Act specifies that Transition Service ends at midnight on April 30, 2006. All Transition Service customers who did not choose a competitive supplier by April 30, 2006 began receiving Energy Service on May 1, 2006. A settlement agreement approved by the New Hampshire Public Utilities Commission (“NHPUC”) on July 13, 2006 in Order No. 24,577 provides for the procurement of Default Service commencing May 1, 2006 (“Default Service Settlement Agreement”).

<sup>3</sup>For clarity, when referring to Default Service, Liberty is describing the wholesale service to be procured in this solicitation. When referring to Energy Service, Liberty is describing the retail service it provides to its customers.

Liberty, at its sole discretion, reserves the right to issue additional instructions or requests for additional information, to extend the due date, to modify any provision in this Request for Power Supply Proposals (“RFP”) or any appendix thereto and to withdraw this RFP.

### 1.3 Customer Group

For the purposes of this solicitation, the customer groups are defined as:

Customer Group	Rate Class
Large Customer Group	G-1 and G-2

## 2. Description of Services

### 2.1 Description

Appendix A contains an overview of the services covered by this RFP. The Appendix provides:

- A brief description of Energy Service; and
- The eligibility requirements for a customer to obtain or leave Energy Service.

### 2.2 Expected Loads

Liberty is unable to predict the potential load requirements of any customer group. Liberty’s customers are free to leave Energy Service at any time to take service from competitive suppliers. The ability of customers to enroll or return to Energy Service is described in Appendix A.

To assist Respondents in determining the potential load requirements, Liberty is able to provide the following information on the Liberty’s Power Procurement website:

For Default Service:

- Aggregated historical hourly load information for Default Service (since May 1, 2006);
- Class average load shapes at the retail meter point;
- Historical customer counts: the number of active accounts in each rate class as of the last billing day in each month;
- Historical customer counts for customers taking service from a competitive supplier, as of the last billing day in each month, by rate class; and
- ICAP tags as of the last day of the month for each load asset.

Please use the following link to access the site:

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<https://new-hampshire.libertyutilities.com/londonderry/commercial/procurements.html>

This link replaces the previous link used in Liberty’s RFPs. Click on “Data” at the upper right of the screen to access Load Data, Customer Count Data, Class Average Load Shapes and ICAP Tags. This site is open to anyone with the above link. No user id or password is required to access the data on the site.

There has been significant activity regarding municipal aggregation in the Liberty Service territory. The aggregation programs are designed to move customers from Energy Service to competitive supply and are administered independently. The New Hampshire Public Utilities Commission (“PUC”) approved Community Power Aggregation rules PUC 2200: Municipal and County Aggregation Rules: RSA 53-E:7, X on July 28, 2022.

At this time, six (6) aggregation program plans have been submitted by municipalities within Liberty’s service territory to the PUC for approval, with some having been approved. Additional plans may be approved before and during the Service Periods referenced in this RFP. Suppliers should refer to the PUC website for more information and updates on the status of aggregation plans in the State. To look up which municipalities have filed aggregation plans for PUC approval, suppliers can search the PUC’s virtual file room, which can be found here:

<https://www.puc.nh.gov/Regulatory/VirtualFileRoom.html>.

The petitioner will be the town name and the name of the docket will be “Request for Approval of XYZ’s Community Power Electric Aggregation Plan”.

### 2.3 Load Blocks

Liberty’s total Default Service requirements covered by this RFP is described below:

<b>Load Block</b>	<b>Customer Group</b>	<b>SMD Load Zone</b>	<b>Load Share</b>	<b>Type of Service</b>	<b>Period</b>
A	Large	NH	100%	Default Service	02/01/2023 – 04/30/2023

Respondents may not limit the amount of service that may be purchased for a given load block. Proposals that contain limits on the amount of service provided will be rejected<sup>4</sup>.

The amount of load to be supplied by the winning Supplier will be determined in accordance with the procedure contained in Article 6 of the Master Power Agreement, a copy of which is provided in Appendix B.

### 2.4 Retail Customer Rates

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<sup>4</sup> For example, a Respondent offering to supply Block A load must agree to supply 100% of the needs of that load block during every month of the Period (for example, 100% of the total load of the Industrial customer group in the Large NH Load Zone). The Respondent may not offer to serve Block A subject to a maximum or minimum level of demand in any hour.

During the term of service covered by this RFP, Liberty intends, in accordance with the Default Service Settlement Agreement, to establish retail rates for generation service for Energy Service customers (“Energy Service Rates”). The Energy Service Rates will reflect Liberty’s purchase costs for such service due to commitments made as a result of this RFP. The Default Service Settlement Agreement also requires Liberty to include in its Energy Service Rates a surcharge to account for the administrative costs associated with Energy Service. The Energy Service Rates must be approved by the NHPUC.

## 2.5 Effectiveness of Contracts

Any agreement(s) entered into for the delivery of Default Service pursuant to this solicitation will be subject to the approval by the NHPUC of the retail rates prior to the agreement(s) becoming effective. Section 1 of the New Hampshire Master Power Agreement Form of Confirmation addresses the possibility that the NHPUC may not approve the retail rates.

## 3. General Provisions

### 3.1 Terms and Conditions

The winning Supplier will be selected to provide Default Service to the customer group/load block during the term covered by this RFP. Default Service will be provided by such Supplier to Liberty in accordance with the terms and conditions of the Master Power Agreement. A copy of the Master Power Agreement for New Hampshire is provided in Appendix B.

All Respondents must have an updated executed Master Power Agreement prior to the final bid date.

The winning Supplier will be required to execute a confirmation within two (2) business days of being notified that it has been selected as the winning Supplier.

Under Article 7 of the Master Power Agreement, failure of the winning Supplier to deliver Requirements would constitute an event of default under the Master Power Agreement, allowing Liberty to terminate and recover liquidated damages from the Supplier.

### 3.2 Proposal Process and Submission Dates

The following table outlines the key dates associated with this procurement process.

<b>Process Step</b>	<b>Date</b>
Issue Request for Proposal	December 23, 2022
Submit Final Pricing	January 4, 2023– 10am ET

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Execute Agreements and Submit solicitation process summary, Agreements and retail rates to NHPUC	No later than two business days after receipt of all executed agreements.
NHPUC Reviews and Approves Energy Service Rates	No later than five business days after filing of Energy Service Rates
Service Begins	February 1, 2023

One (1) copy of a Respondent's Proposal Information must be submitted by e-mail or mailed to the following address:

Liberty Utilities (Granite State Electric) Corp.  
c/o Liberty Utilities Service Corp.  
15 Buttrick Rd  
Londonderry, NH 03053  
603-216-3564 (phone)  
Attn: John Warshaw  
[john.warshaw@libertyutilities.com](mailto:john.warshaw@libertyutilities.com)

Liberty will not evaluate any final pricing if the Respondent does not have an executed Master Power Agreement with Liberty.

Respondents to provide final pricing information by 10:00 a.m. ET on Wednesday, January 4, 2023, at the above address. Liberty requests final pricing be valid until **1:00 p.m.** that same day. Liberty intends to evaluate the final pricing and select a Supplier that day by that time. Final pricing shall be binding until execution of a confirmation. Respondents should specify the manner in which they will accept a binding acceptance of their offer by Liberty prior to receipt of an executed agreement (letter of intent or e-mail) or they will be deemed to be bound by Liberty's acceptance communicated in any of the preceding manners.

Within 2 business days of receipt of all executed agreements, Liberty will file with the NHPUC a confidential summary of the solicitation process, the executed agreement(s) and proposed Energy Service Rates.

Consistent with the Default Service Settlement Agreement, the NHPUC will have five business days to either approve the proposed Energy Service Rates or reject them. If the NHPUC denies Liberty's request for approval of the retail rates, the agreement(s) will be void and the parties will have no further obligation under the agreements(s).

At any time, Liberty, at its sole discretion, reserves the right to issue additional instructions or requests for additional information, to extend the due date, to modify any provision in this RFP or any appendix thereto and to withdraw this RFP.

### 3.3 Contact Person/Questions

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All questions regarding this Request for Proposal should be directed to Mr. Warshaw at the address provided in Section 3.2 above.

#### 3.4 Right to Select Supplier

Liberty shall have the exclusive right to select or reject any and/or all of the proposals submitted at any time, for any reason.

### 4. Service Features

#### 4.1 Commencement Date of Supply

Service from the winning Supplier to Liberty shall begin as of HE 0100 ET on the date specified in the table found in Section 2.3 – Load Blocks.

Service from Liberty to individual customers, who are taking Energy Service in each customer group as of the Commencement Date, if any, will continue with the winning Supplier providing such service to Liberty as of the Commencement Date.

Service from Liberty to individual customers taking Energy Service as of the Commencement Date shall begin on the customer's meter reading date following notification/determination that a customer will be commencing Energy Service.

Liberty's procedures provide for customers to be switched from one service option to another (e.g., from Energy Service to a competitive supplier, from one competitive supplier to another competitive supplier, from a competitive supplier to Energy Service) on their normal cycle meter reading dates. However, there may be circumstances (e.g., default of a competitive supplier) that might require a customer to be switched to Energy Service "off-cycle". In such case, the customer will be switched to Energy Service on a date designated by Liberty.

#### 4.2 Termination Date of Supply

Service from the winning Supplier to Liberty shall terminate at HE 2400 ET on the dates specified in the table found in Section 2.3 – Load Blocks.

Individual customers taking Energy Service from Liberty may terminate the service at any time. Terminations may include, but not be limited to: (i) a customer's taking competitive service from a competitive supplier; (ii) disconnection of service by Liberty in accordance with regulations and procedures approved by the NHPUC; or (iii) closing of a customer's account. Liberty's procedures provide for customers electing to terminate such service to be switched to their successor service on their normal cycle meter reading date following the date that Liberty receives notification of such switch. However, there may be circumstances which might require a customer to be terminated "off-cycle". In

such a case, the customer will be terminated from Energy Service on a date to be determined by Liberty.

#### 4.3 Delivery Point

The Supplier of Default Service will be responsible for delivering power to the nodes/zones representing the actual locations of the Default Service loads. The Supplier of the service will be responsible for any PTF losses allocated by the ISO related to the service. The locations of the Default Service load asset is as follows:

<b>SMD Load Zone</b>	<b>Load Asset</b>	<b>Load Asset Name</b>	<b>Load Block</b>
NH	11437	GRANITE LARGE CG DS SVC LOAD	A

#### 4.4 Form of Service

The Supplier of the Load Block shall be responsible for meeting the specified service requirements for all of Liberty’s customers in a specific Load Block. These service requirements include the generation and/or market procurement and delivery to the delivery point(s) of the portion of the electric capacity, energy and ancillary services required to meet the needs of Liberty’s ultimate customers taking such service. Liberty will implement the transfer of these responsibilities to the Supplier by updating the asset registration for each of the above Load Assets. Liberty will assign to the Supplier the applicable Ownership Share for each Load Asset. Once a Supplier’s obligation terminates, Liberty will terminate the Supplier’s Ownership Share of a Load Asset.

The Supplier shall be responsible for all obligations, requirements, and costs associated with the Supplier having the Load Asset Ownership Share which shall include but not be limited to the day-ahead load obligations and real-time load obligations at the nodes/zones of each Load Asset. A more complete description of a Supplier’s responsibilities can be found in the Master Power Agreement in Appendix B of this RFP.

The Supplier shall be responsible for all decisions and data submissions associated with any bids into the market system to manage these obligations. The Supplier shall be responsible for all components of any Locational Marginal Prices the Supplier must pay in delivery of the services. These components include, but are not limited to, the day-ahead and real-time energy, marginal losses, and congestion charges. As the supplier of such services, the Supplier will be responsible for all present or future requirements and associated costs (to the extent such charges are not imposed on Liberty as a transmission charge by NEPOOL or the ISO) associated with the services and any other requirements, market products, expenses or charges imposed by NEPOOL or the ISO, as they may be in effect from time to time.

The Supplier will also be responsible for all transmission and distribution losses associated with delivery of the electricity from the delivery point to the Energy Service



customer's meter. A description of the estimation process for determining supplier hourly load can be found in Appendix A of the Master Power Agreement, found in Appendix B of this RFP.

Liberty will make arrangements with the ISO for transmission service over the PTF and non-PTF, from and after the Delivery Point to the Customers' meters. Liberty will be billed by the ISO and the applicable Participating Transmission Owner(s) for these services. Liberty will pay these bills and collect the costs, along with Liberty's distribution costs, from its retail customers through its retail delivery service tariffs. Any other transmission or distribution costs will be the Supplier's responsibility.

## 5. Proposal Requirements

### 5.1 Format of Proposal

The information required by Liberty to evaluate each proposal is identified in Appendix C. Respondents may simply complete the forms provided in Appendix C in any legible fashion and return them to Mr. Warshaw as provided in Section 3.2. In addition, proposals should contain explanatory, descriptive and/or supporting materials as necessary.

### 5.2 Proposed Pricing

Respondents must specify the price at which they will provide Default Service for each Load Block on which they are bidding to serve. Purchases will be made on an "as-delivered" energy basis with prices stated on a fixed dollar per MWh (\$/MWh) basis. Such prices may vary by calendar month and by customer group but must be uniform for the entire calendar month and cover the entire term of this Request for Proposals.

Prices which contain demand components, minimum purchase requirements or which vary by time-of-use within a calendar month will be rejected. Prices which exclude one or more market costs (e.g., capacity, uplift costs, etc.) will be rejected.

Liberty intends to pay a Supplier based on the billing determinants as defined in the Master Power Agreement. These billing determinants are the loads as reported to and settled by the ISO, which include transmission and distribution losses, and exclude any PTF losses allocated to the Supplier by the ISO during the settlement.

Liberty is seeking the following pricing:

- **All-Inclusive Bids:** For Load Block A, a price which includes all costs. Should Liberty select this option, (1) Suppliers would be responsible for all costs including capacity market charges, and (2) Suppliers would not be responsible for supplying the RPS component.

5.3 Terms and Conditions

Service will be provided pursuant to the terms of the Master Power Agreement provided in Appendix B of this RFP.

5.4 New England Market Participation

Each Respondent must indicate whether it has an executed and accepted Market Participant Service Agreement with ISO New England or if it plans to execute an agreement and, if so, at what step it is in the application process and the time frame for completing the process. Respondents must also provide evidence of agreements with a Market Participant if Respondent will have another Market Participant be responsible for its market settlement obligations.

5.5 Competitive Supplier Registration

The service provided by the Supplier of Default Service to Liberty is a wholesale transaction between the Supplier and Liberty; therefore, the Supplier does not have to be licensed or a registered supplier with any state regulatory commission.

5.6 Regulatory Approvals

The Supplier of the services covered by this Request for Proposal must obtain and maintain all necessary regulatory approvals required to enable it to provide the applicable service; such approvals must be obtained prior to February 1, 2023.

**6. Retail Customer Relationships**

6.1 Customer Billing

All customers taking Energy Service covered by this RFP will be retail customers of Liberty. As the retail provider of such service, Liberty will bill customers for the Energy Service provided.

6.2 Notification of Enrollments and Terminations

Liberty may provide electronic notification to the Supplier of Default Service customer enrollments and terminations within a customer group. Enrollment information will include account number, rate class and commencement date of service. Termination information will include account number, rate class and termination date of service. Such notifications shall only be provided when a Supplier establishes an Electronic Data Interchange (EDI) account with Liberty.

6.3 Customer Service

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Liberty, as the retail provider of Energy Service, will provide customer service to all customers receiving Energy Service.

## 7. Selection Process

The principal criteria to be used in evaluating proposals will include:

- Lowest evaluated bid price by Load Block;
- Respondent's ability to meet the credit requirements established in the Master Power Agreement provided in Appendix B;
- Firmness of delivery;
- The supplier's past experience in providing similar services to Liberty;
- The supplier's past experience in providing similar services to other companies in New England;
- The supplier's past experience in providing similar services to other companies in other regions;
- The supplier's demonstrated understanding of its obligations under the Master Power Agreement; and
- Whether there have been any past or are any present events that are known that may adversely affect the supplier's ability to provide the requirements to Liberty's Energy Service customers.

Liberty will evaluate the NH-RPS Compliance bids only for the Load Block winning Respondents. Liberty will accept the NH-RPS Compliance bid if it is at or less than the available market prices.

## 8. Credit Requirements

In order to protect Liberty's Energy Service customers from the risk of Supplier default, a winning Supplier must be able to demonstrate it has the financial resources to perform during the term of the agreement. As reflected in the attached Master Power Agreement (Appendix B to this RFP), Liberty will require Supplier(s) to provide some form of security when entering into a Confirmation. The security arrangement will be based on the expected volume of load for the bid block and a mark-to-market margining clause. As forward market prices change, the Supplier will be required to post security for those incremental changes. Additionally, Suppliers that are rated at or below BBB-/Baa3 will be required to post an Independent Amount equal to 10% of the notional value of each Load Block awarded. The Supplier shall provide security in one of the following forms:

- Unsecured line of credit for a rated counterparty;
- Parental Guaranty;
- Letter of Credit; and
- Cash deposit with Liberty.

Respondents that are rated by a major credit rating agency must provide the ratings assigned by such agencies. Respondents that are not rated by a major credit rating agency must provide the following information to enable Liberty to evaluate a Respondent's financial strength:

- Respondent's organizational history;
- Date of establishment;
- Initial (if founded within the last ten years) and current capitalization;
- Certified financial statements, including balance sheets and statements of income and cash flow with respect to the two previous fiscal years and the most recent interim period;
- Forms 10-K and 10-Q, submitted to the United States Securities and Exchange Commission for the two previous fiscal years, if applicable;
- Short-term and long-term debt ratings from Moody's Investor Service or Standard & Poor's Corporation; and
- Corporate affiliates or joint venture partners including any details regarding financial limitations between partners or affiliates.

If a Respondent has provided this information to Liberty or an affiliate in a response to a previous RFP, then the Respondent needs only to identify the date and to whom the information was submitted and update the previously provided information.

## **9. General Requirements**

Liberty may withdraw and terminate this RFP at any time without any liability. Liberty reserves the right to accept or reject, in whole or in part, any and all proposals. Liberty will not be responsible to any Respondent, or any other party, for failure to execute a Master Power Agreement or Confirmation.

Liberty shall reject proposals submitted in response to this RFP that are incomplete, or do not conform to the requirements of the RFP or are submitted beyond the deadline for submission. All proposals submitted by Respondents in response to the RFP will become the exclusive property of Liberty.

If any information provided by the Respondent changes or fails to remain valid, it is the sole responsibility of the Respondent to notify Liberty of such change. Failing to do so may result in disqualification of the Respondent and its proposal for the solicitation.

Respondents shall, at their own cost and expense, defend, indemnify and hold harmless Liberty, its parent, subsidiaries and affiliates and their officers, directors, trustees, employees, shareholders, executors, administrators, successors and assigns against any and all manner of past, present, or future claims, demands, disputes, controversies, complaints, suits, actions proceeding or allegations of any kind which in any manner relate to arise out of, or result from any false statements or misrepresentations, intentional

or unintentional, in its proposal, or breach of any covenant by the Respondent set forth herein.

Liberty agrees that it will treat the information it receives from Respondents in a confidential manner and will not, except as required by law or regulatory authority, disclose such information to any third party or use such information for any purpose other than in connection with this RFP.

**APPENDIX A**  
**DESCRIPTION OF SERVICES**

<b>Liberty Utilities (Granite State Electric) Corp.</b>	
<b>Default (Energy) Service</b>	
Description	Service provided to retail customers who are not taking service from a competitive energy supplier.
Eligibility Requirements	<p>Service to customers is initiated by:</p> <ul style="list-style-type: none"> <li>a) A customer notifying Liberty that it wishes to terminate service from its competitive energy supplier and commence Energy Service.</li> <li>b) A competitive energy supplier notifying Liberty that it is terminating service to a customer.</li> <li>c) A competitive energy supplier ceasing to provide service to a customer without notifying Liberty.</li> <li>d) A customer moving into Liberty’s service territory and does not affirmatively choose a competitive energy supplier.</li> </ul>
Aggregate Number of Customers Taking Service and Historical Load Profiles	<p>Note: Historic customer count data and historical hourly load profiles are available at Liberty’s procurement website under:</p> <p style="text-align: center;"><a href="https://new-hampshire.libertyutilities.com/londonderry/commercial/procurements.html">https://new-hampshire.libertyutilities.com/londonderry/commercial/procurements.html</a></p>

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**APPENDIX B**

**NEW HAMPSHIRE MASTER POWER AGREEMENT**



**APPENDIX C**

**REQUIRED PROPOSAL INFORMATION**

**RESPONDENT:** \_\_\_\_\_

**1. General Information**

Name of Respondent	
Principal contact person < Name < Title < Company < Mailing address < Telephone number (office) < Telephone number (cell) < Fax number < E-mail address	
Secondary contact person (if any) < Name < Title < Company < Mailing address < Telephone number (office) < Telephone number (cell) < Fax number < E-mail address	
Legal form of business organization of Respondent (e.g., sole proprietorship, partnership, limited partnership, joint venture, or corporation)	
State(s) of incorporation, residency and organization Indicate whether Respondent is in good standing in all states in which Respondent is authorized to do business and, if not, which states and the reason it is not.	
If Respondent is a partnership, the names of all general and limited partners.  If Respondent is a limited liability company, the names of all direct owners.	
Description of Respondent and all affiliated entities and joint ventures transacting business in the energy sector	

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**RESPONDENT:** \_\_\_\_\_

**2. Financial Information**

Current debt rating for Respondent (include ratings and names of rating agencies).	
Date of Respondent's last fiscal year ended.	
Total revenue for Respondent for the most recent fiscal year.	
Total net income for Respondent for the most recent fiscal year.	
Total assets for Respondent as of the close of the previous fiscal year.	
Copy of the Respondent's most recent balance sheet, income statement and cash flow statement.	
Copy of the Respondent's most recent audited balance sheet, income statement and cash flow statement.	

**3. Defaults and Adverse Situations**

<p>Describe, in detail, any situation in which Respondent (either individually or as part of a consortium, joint venture or other group), or an affiliate of Respondent, defaulted or was deemed to be in noncompliance of its contractual obligations to transact business in the energy sector within the past five years including, without limitation, to purchase or deliver energy, capacity or other market products at retail or wholesale, or for the purchase or sale of electricity or natural gas, and including any financing agreements or financing provisions of any agreement.</p> <p>Explain the situation, its outcome and all other relevant facts associated with the event.</p> <p>If there was litigation, provide the case caption, index number and court.</p> <p>Identify the name, title and telephone number of the principal manager of the customer/client who asserted the event of default or noncompliance.</p>	
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**RESPONDENT:** \_\_\_\_\_

<p>Has Respondent, or any affiliate of Respondent, in the last five years, (a) consented to the appointment of, or was taken in possession by, a receiver, trustee, custodian or liquidator of a substantial part of its assets, (b) filed a bankruptcy petition in any bankruptcy court proceeding, (c) answered, consented or sought relief under any bankruptcy or similar law or failed to obtain a dismissal of an involuntary petition, (d) admitted in writing of its inability to pay its debts when due, (e) made a general assignment for the benefit of creditors, (f) was the subject of an involuntary proceeding seeking to adjudicate that Party bankrupt or insolvent, (g) sought reorganization, arrangement, adjustment, or composition of it or its debt under any law relating to bankruptcy, insolvency or reorganization or relief of debtors.</p>	
<p>Describe any facts presently known to Respondent that might adversely affect its ability to provide the service(s) bid herein as provided for in the RFP</p>	

**4. NEPOOL AND POWER SUPPLY EXPERIENCE**

<p>Is Respondent a member of NEPOOL?</p>	
<p>Does Respondent have an executed and accepted Market Participant Service Agreement with ISO New England?</p>	
<p>Name of Market Participant if Respondent will have another Market Participant be responsible for its market settlement obligations.</p>	
<p>Describe Respondent's experience and record of performance in the areas of power marketing, brokering, sales, and/or contracting, for the last five years within NEPOOL and/or the New England region.</p>	
<p>Provide three references (name, title and contact information) who have contracted with the Respondent for similar load following services within the last 2 years.</p>	

**RESPONDENT:** \_\_\_\_\_

**5. CONFLICTS OF INTEREST**

<p>Briefly describe any known conflicts of interest between Respondent or an affiliate of Respondent and Liberty, Liberty or any affiliates of the foregoing.</p>	
<p>Enumerate any litigation, claims or complaints asserted by Respondent or an affiliate of Respondent, against Liberty, Liberty or an affiliate of any of the foregoing.</p>	
<p>Enumerate any litigation, claims or complaints asserted against Respondent or an affiliate of Respondent by Liberty, Liberty or an affiliate of any of the foregoing.</p>	

**6. SCOPE OF BID AND TERMS OF SALE**

<p>Will Respondent execute a contract substantially similar to the Master Power Agreement contained in Appendix B?</p> <p>Explain any proposed modifications.</p>	
<p>List all regulatory approvals required before service can commence.</p>	

**RESPONDENT:** \_\_\_\_\_

**7. Proposed Pricing**

**(Respondent required to use bidding spreadsheet included on procurement website)**

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