



**NSTAR ELECTRIC COMPANY,
d/b/a Eversource Energy (“NSTAR”)**

**REQUEST FOR PROPOSALS
FOR POWER SUPPLY FOR BASIC SERVICE
FOR THE WCMA LOAD ZONE**

For the Delivery Term commencing
July 1, 2019

April 10, 2019

NSTAR ELECTRIC COMPANY
d/b/a EVERSOURCE ENERGY (“NSTAR”)

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I. Introduction and Background

NSTAR Electric Company, d/b/a Eversource Energy (“NSTAR” or the “Company”) is requesting wholesale power supply bids to provide a portion of All-Requirements Service¹ to its Residential and Commercial customers located in the WCMA Load Zone, commencing July 1, 2019 and terminating June 30, 2020, and 100% of All-Requirement Service to its Industrial Basic Service customers commencing July 1, 2019 and terminating September 30, 2019. The full terms of the procurements are detailed in this Request for Proposals (“RFP”). Final bids are due on Tuesday, May 7, 2019 by 10 A.M. EPT.

The Massachusetts Electric Industry Restructuring Act of 1997 (the “Act”) provides 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. The Act provides access for all retail customers of NSTAR as of March 1, 1998. The Act requires an electric distribution company to provide Basic Service to those customers who are not receiving generation service from a competitive retail supplier. The Act further requires Basic Service to be competitively procured. In addition, the Massachusetts Department of Public Utilities (“DPU” or the “Department”) ordered all electric companies in Massachusetts to procure Basic Service through competitive solicitations by customer group (Residential, Commercial and Industrial) and to procure such power at fixed monthly prices. In subsequent proceedings, the DPU required electric companies in Massachusetts to procure Basic Service supply on a load zone-specific basis and to establish separate Basic Service prices for each load zone for Residential and Commercial customers and to procure Basic Service supply on a quarterly basis for Industrial customers.²

NSTAR is a subsidiary of Eversource Energy, with a principal place of business in Boston, MA. NSTAR is hereby issuing this RFP for power supply offers from qualified power suppliers (“Suppliers”) to supply firm, load-following power to meet the Basic Service requirements (as defined below) for customer groups on a load zone-specific basis for the Delivery Term. Although Suppliers need not provide bids for each tranche of Basic Service, Suppliers must provide separate fixed monthly prices for each tranche bid. NSTAR plans to award the power supply for Basic Service based on the proposals that provide the best value and satisfy the needs of its customers.

NSTAR has uniform Basic Service rates for Residential, Street Lighting, Commercial, and Industrial customers.

¹ See the attributes of “All Requirements Service” described in Section IV. “Nature of Service”

² Default Service, D.T.E. 02-40-C (September 11, 2003).

II. Basic Service Requirement

NSTAR is soliciting offers for All-Requirements Service to supply NSTAR's Commercial, Residential, and Street Lighting customer groups (the "Smaller Customers") and the Industrial customer group (the "Larger Customers") who take service pursuant to the Company's Basic Service Tariffs. Basic Service is provided to retail customers who are not taking service from a competitive supplier. Basic Service to customers can be initiated by: (a) a customer notifying NSTAR that it wishes to terminate service from its competitive supplier and commence Basic Service; (b) a competitive supplier notifying NSTAR that it is terminating service to a customer; (c) a competitive supplier ceasing to provide service to a customer; or (d) a customer moving into NSTAR's service territory, who has not affirmatively chosen a competitive supplier.

Under this RFP, NSTAR will purchase 50% of the Residential, Commercial, and Street Lighting Basic Service load for July 1, 2019 through June 30, 2020, and 100% of the Industrial Basic Service load for the Third quarter of 2019. Bidders must offer to supply the entire load for the applicable Delivery Period in each customer group tranche bid upon. NSTAR will consider only fixed price bids that can be evaluated on a monthly \$/MWh basis.

Industrial Customer Group

The All-Requirements Service period begins on hour ending 0100 Eastern Prevailing Time (EPT) on July 1, 2019 and terminates on hour ending 2400 EPT on September 30, 2019. There is one tranche totaling 100% of the Basic Service load for customers in the Industrial Customer Group, comprising the following load asset:

Zone	Asset Name	Asset ID #
WCMA:	WMECO LARGE_C&I_LOAD	10094

Commercial

The All-Requirements Service begins on hour ending 0100 EPT on July 1, 2019 and terminates on hour ending 2400 EPT on June 30, 2020. There is one tranche of 50% of the Basic Service load for the Commercial customer group during this period, comprising the following load asset:

Zone	Asset Name	Asset ID #
WCMA:	WMECO-DEFAULT SMALL C&I LOAD	10103

Residential

The All-Requirements Service begins on hour ending at 0100 EPT on July 1, 2019 and terminates on hour ending 2400 EPT on June 30, 2020. There is one tranche of 50% of the Basic Service load for the Residential customer group during this period, comprising the following load asset:

Zone	Asset Name	Asset ID #
WCMA:	WMECO_RESIDENTIAL_LOAD	10093

Street Lighting

The All-Requirements Service begins on hour ending 0100 EPT on July 1, 2019 and terminates on hour ending 2400 EPT on June 30, 2020. There is one tranche of 50% of the Basic Service load for the Street Lighting customer group during this period, comprising the following load asset:

Zone	Asset Name	Asset ID #
WCMA:	WMECO_STREETLIGHTING	10104

III. Delivery

The All-Requirements Service supply for Basic Service is to be delivered to Pool Transmission Facilities (“PTF”) within the WCMA load zone. NSTAR will make arrangements for NEPOOL Regional Network Service, which provides for transmission over PTF, and Local Network Service from any applicable local transmission provider(s), which provides for transmission over non-PTF. NSTAR will be billed by ISO New England Inc. (“ISO-NE”) and the applicable local transmission provider(s) for these services. NSTAR will pay these bills and recover the costs, along with its distribution costs, from its customers through its retail distribution tariffs. Any other transmission or distribution costs will be the Supplier’s responsibility.

IV. Nature of Service

Each Supplier with an accepted proposal will be assigned a share of the appropriate NSTAR load asset in the ISO-NE settlement system, and will be required to satisfy all ISO-NE Tariff obligations associated with that load asset. The Supplier of Basic Service for each customer group and load zone shall be responsible for meeting the fixed percentage of the service requirements for NSTAR’s customers in the customer group and load zone taking such service as specified above. These service requirements include delivery, to the PTF within the WCMA load zone, of the portion of the electric capacity, energy and ancillary services required to meet the needs of NSTAR’s Basic Service customers pursuant to the terms of ISO-NE Tariffs and the applicable Master Power Supply Agreement (“MPSA”). Supplier shall be responsible for all transmission and distribution losses associated with delivery of energy from the Delivery Points to the ultimate customers’ meters.

The Supplier(s) of All-Requirements Service are not required to provide NSTAR’s renewable energy obligations resulting from the Massachusetts Renewable Energy Portfolio Standards promulgated at 225 CMR 14.00 and 15.00 et seq., or the Alternative Energy Portfolio Standard

promulgated at 225 CMR 16.00 et seq. These requirements will be managed separately by NSTAR.

V. Expected Loads

To help Suppliers determine the potential load requirements NSTAR is providing the following information electronically via Eversource's web site at:

[https://www.eversource.com/Content/ema-e/about/doing-business-with-us/energy-supplier-information/wholesale-supply-\(western-massachusetts\)](https://www.eversource.com/Content/ema-e/about/doing-business-with-us/energy-supplier-information/wholesale-supply-(western-massachusetts))

- ❑ A copy of this RFP
- ❑ A copy of the Form of Master Power Supply Agreement
- ❑ A Bid Form.
- ❑ Aggregate historical hourly reconciled Basic Service load as measured at the low side of the PTF by customer group, for the period January, 2004 through December, 2018, plus aggregate historical hourly preliminary Basic Service load (including losses) by customer group, by distribution company, for the period January, 2019 - through March, 2019.
- ❑ Copies of monthly DOER reports illustrating the number of Basic Service and Competitive Supply customers enrolled and their energy consumption by load zone and rate schedule.

NSTAR cautions Suppliers that historical load data is not a guarantee of future load volumes. It is understood and agreed that NSTAR shall have no liability or responsibility to any entity resulting from the use or reliance upon any such information. Suppliers are responsible for forecasting their obligations on an hourly, daily, and monthly basis. However, NSTAR will provide Suppliers with certain information to facilitate the projection of load requirements. Such data includes the history of energy and peak Basic Service load, with periodic updates to such information.

Suppliers may not limit the amount of supply that may or must be purchased by NSTAR in each tranche, but may elect to bid only specific tranches of the load if the Supplier is willing to serve only particular customer groups or load zones. The amount of power supply for each customer group or load zone to be supplied by the winning Supplier(s) will be determined in accordance with the procedure contained in ARTICLE 6 of the MPSA.

Recently there has been additional activity regarding municipal aggregation in the NSTAR service territory. The aggregation programs are designed to move customers from Basic Service to competitive supply and are administered independently. Some of these programs may receive approval during the term of this RFP. Please contact the MA DPU for updates on the status of municipal aggregation plans in the Commonwealth.

VI. Proposals

Each proposal must be approved by an authorized official of the Supplier, containing the bid price information required in the Bid Form, and submitted electronically to NSTAR. Suppliers must have an executed Master Power Supply Agreement and demonstrate an ability to comply with NSTAR's financial assurance requirements prior to submitting a proposal. In addition, proposals should contain explanatory, descriptive and/or supporting materials as necessary. Each proposal must conform to the requirements of Section "VII. Terms and Conditions" below, and must specify in the Bid Form the price at which the Supplier will provide Basic Service for each customer group and load zone. Proposals shall be stated on an "as-delivered" energy basis with prices stated on a fixed \$/MWh basis. Prices may vary by calendar month, but must be uniform for the entire calendar month and cover the entire Delivery Term of the tranche selected by the Supplier. NSTAR has divided the Delivery Term into two distinct six-month Delivery Terms for the Residential, Commercial, and Street Lighting customer groups. Bidders may choose to bid on the 2nd half of 2019 (the "2H-2019" term) or the 1st half of 2020 (the "1H-2020" term) or both periods. Each distinct six-month period will be evaluated separately and the best bids will be selected for each period independent of the other period. In addition, prices may not contain demand components or vary by time-of-use within a calendar month. Proposals that contain restrictions on the amount of power supply in any tranche, or any other conditions other than as expressly permitted herein, shall be rejected.³ Suppliers shall specify a price for each customer group on which it bids. The price for each tranche or customer group may be different.⁴ The bid form contains separate worksheets for each six-month period.

Each Supplier bidding in the Smaller Customers category (Residential, Commercial, and Street Lighting customer groups) must submit bids for each of the three customer groups for the entirety of any of the Smaller Customers' terms. Although Suppliers are required to submit pricing for each of the customer groups in the Smaller Customers category, NSTAR may choose up to three winning Suppliers, potentially a different winning supplier for each customer group within this category. Bids for the Street Lighting group will be evaluated independently of all other customer groups. However, Suppliers are permitted to decline to enter into a contract to supply this group unless the Supplier is also the winning Supplier for the Residential or the Small C&I customer groups.

An authorized officer or other authorized representative of the Supplier certifies by its submission of its bid that: the Supplier has reviewed the RFP and all attachments and has investigated and informed itself with respect to all matters pertinent to the RFP and its proposal; the Supplier's proposal is submitted in compliance with all applicable federal, state and local laws and regulations, including antitrust and anti-corruption laws; and, the Supplier is bidding

³ For example, a Supplier offering to supply the residential customer group must agree to supply a fixed percentage of the needs of that group. The Supplier may not offer to serve a fixed percentage of the residential customer group with the condition that the amount of service purchased does not exceed a specified MW level in any given hour.

⁴ For example, a Supplier may bid to serve the residential customer group at \$X/MWh, the commercial customer group at \$Y/MWh and the industrial customer group \$Z/MWh for the month of July, 2019. For the month of August, 2019, a Supplier may bid to serve the residential customer group at \$A/MWh, the commercial customer group at \$B/MWh and the industrial customer group in at \$C/MWh.

independently and that it has no knowledge of the substance of any proposal being submitted by another party in response to this RFP. Violation of any of the above requirements may be reported to the appropriate government authorities.

VII. Terms and Conditions

All proposals shall constitute an offer to sell to NSTAR Basic Supply Service to the applicable customer groups and load zones and such offer shall be required to be delivered to NSTAR no later than 10 A.M. on Tuesday, May 7, 2019 and held open until the earlier of 3 P.M. EPT on Tuesday, May 7, 2019 or the date and time at which such offer is either accepted or rejected by NSTAR. Pricing or other terms contained in such offer may not be changed or withdrawn during this period. NSTAR is not required to consider submissions received after the 10 a.m. deadline.

Each winning Supplier selected by NSTAR will provide Basic Service to NSTAR in accordance with the terms and conditions of the MPSA. All Suppliers are required to have in place an executed MPSA and agreed form of Transaction Confirmation prior to submitting bids. Winning suppliers will be required to execute the applicable MPSA transaction Confirmation documents within one (1) business day of being notified that it has been selected as a winning Supplier, and to provide any required financial assurance in accordance with the terms of the MPSA.

VIII. Right to Select or Reject Supplier

Although it is NSTAR's firm intent to select Suppliers as a result of this RFP, NSTAR shall have the exclusive right to select or reject any or all of the proposals submitted, at any time and for any reason. NSTAR may disregard any bid submission not in accordance with the requirements contained in this RFP. Further, NSTAR expressly reserves the right, in its sole and absolute discretion, to seek clarifications of any submissions, to negotiate to seek modifications to any submissions, to unilaterally change the schedule described herein or modify any of the rules, requirements and procedures referenced herein, to seek additional information, to terminate the process described herein, and to invite any (or none) of the Suppliers to participate further in the process, all without prior notice to other potential parties.

A person's or an entity's preparation for this process, submission of a bid or information in response to this RFP, or participation in this process shall not operate to vest any rights in that person or entity or to create any duties or obligations for NSTAR.

IX: Supplier Requirements for Basic Service

Each Supplier must obtain all necessary regulatory and other approvals prior to submission of a proposal that are required to enable it to provide the applicable service. Each Supplier responding to this RFP must meet certain conditions, including but not limited to:

- A. Each Supplier must be a member of NEPOOL and have an accepted Market Participant Service Agreement and settlement account established with the ISO-NE and be in good standing and in compliance with all ISO-NE Policies (including, without limitation, the Financial Assurance Policy) at the time of its proposal submission and throughout the term of the period covered by this RFP;

- B. Demonstrate that it has the financial resources to perform its obligations. Further, the Supplier must be prepared to provide financial assurances and instruments satisfactory to NSTAR to cover NSTAR's costs in the event of a Supplier default. NSTAR shall calculate the potential exposure associated with a Supplier default, and in the event such exposure exceeds the applicable unsecured credit rating limit, Supplier shall be required to provide an irrevocable letter of credit or other security in a form and amount and from an issuer acceptable to NSTAR. If Supplier has a Guarantor, Supplier shall deliver to Buyer prior to bid submission a guaranty in a form acceptable to Buyer for prompt payment by Guarantor when due of all present and future payment obligations of Supplier;
- C. Demonstrate its own experience and qualifications (not that of its affiliates or special purpose entities) to provide the Basic Service offered;
- D. Commit to assisting and cooperating with NSTAR in any regulatory or judicial process relating to the proposed purchase, at the Supplier's expense;
- E. Demonstrate the ability to meet the labeling and disclosure requirements of the Massachusetts legislation for all resources bid.
- F. Each Supplier must be authorized by the Federal Energy Regulatory Commission to sell wholesale power.
- G. Comply with the requirements set forth in this RFP.

X. Retail Customer Relationships

All customers taking Basic Service covered by this RFP remain retail customers of NSTAR. As the retail provider, NSTAR performs billing and customer service functions for all Basic Service customers.

XI. Regulatory Approval

Any agreement(s) entered into for the delivery of MA Basic Service pursuant to this solicitation will be subject to the DPU's favorable review of the results of NSTAR's solicitation for Basic Service. Section 3.2 of the NSTAR Master Power Supply Agreement reflects this review standard. The Supplier is responsible for obtaining any applicable regulatory approvals for its obligations as stated above, and for satisfying any reporting requirements of the Federal Energy Regulatory Commission.

XII. Process and Schedule

A. Schedule

NSTAR intends to adhere to the following schedule, although it reserves the right to modify the schedule at any time at its sole discretion.

Process Step	Date
Issue Request for Proposal	April 10, 2019
Final Bids due	<u>Tuesday, May 7, 2019</u> – 10:00 a.m. EPT
Award Group selected	Tuesday, May 7, 2019 no later than 3:00 p.m. EPT
Transaction Confirmation Documents Executed	Wednesday, May 8, 2019 no later than 5:00 p.m. EPT
Service Begins	July 1, 2019

B. Communications

All offers for supply must be made by E-mail, addressed to both the primary and alternate contact listed below.

All other communications regarding this RFP may be made by E-mail, or addressed to:

NSTAR Electric Company
107 Selden Street
Berlin, CT 06037
Attn: Phil Higgins
Robert Olson

Fax: 860-665-4583
E-mail: phillip.higgins@eversource.com
E-mail: robert.olson@eversource.com

If you have any questions please call either:

Primary Contact: Phil Higgins (860) 665-5003

Alternate: Robert Olson (860) 665-4558

C. Confidentiality

NSTAR agrees that it shall use commercially reasonable efforts to treat the non-public information it receives from Suppliers in a confidential manner and will not, except as required by law or in a regulatory proceeding, disclose such information to any third party or use such information for any purpose other than in connection with this RFP; provided, that, in any regulatory, administrative or jurisdictional proceeding in which confidential information is sought, NSTAR shall take reasonable steps to limit disclosure and use of said confidential information through the use of non-disclosure agreements or orders seeking protective treatment, and shall inform the Supplier if confidential information is being sought. Notwithstanding the foregoing, in any regulatory proceeding in which such confidential information is sought and a request for confidential treatment is made to the DPU, NSTAR shall not be responsible in the event that it is determined that the request for treating information in a confidential manner is not warranted. The Supplier shall be required to use commercially reasonable efforts to treat all information received from NSTAR in a confidential manner and will not, except as required by law or in a regulatory proceeding, disclose such information to any third party.

D. Evaluation

Proposals will be evaluated on the following bases:

1. Lowest evaluated bid price by customer group;
2. Compliance with non-price bidding requirements; and
3. Risk relative to price and ability to serve the load.

In evaluating bid prices, NSTAR will weigh monthly bids using a forecast of the monthly Basic Service load.

Attachment 1

Table of Credit Exposure Limits

This table sets forth the maximum unsecured credit exposure that NSTAR may have to any individual entity based on its credit rating tier. The applicable credit rating tier is based on an entity's senior unsecured debt ratings, or in the absence of such ratings, the entity's Corporate Credit ratings. In the case of split credit ratings, the lower of such ratings shall apply unless such ratings differ by more than one tier, in which case, one tier above the lower of such ratings shall apply. For entities that are guarantors of counterparties, the maximum exposure is the lesser of the amount of the guaranty or the Rating Limit set forth in this table. Please note that the "Rating Limits" are subject to change in NSTAR's sole discretion.

Tier	S&P Rating	Moody's Rating	Rating Limit
1	AA- or Higher	Aa3 or Higher	\$10,000,000
2	A+, A	A1, A2	\$10,000,000
3	A-	A3	\$10,000,000
4	BBB+	Baa1	\$8,000,000
5	BBB	Baa2	\$7,000,000
6	BBB-	Baa3	\$5,000,000
7	Below BBB-	Below Baa3	Security Required
