

Request for Proposals

Standard Service and Last Resort Service

of

The Connecticut Light & Power Company (“CL&P”)

d/b/a Eversource Energy

For Service During 2024 and 2025

Issue Date: December 13, 2023

EVERSOURCE Reserves the Right to Reject Any or all Offers or Proposals

# General

## Scope of RFP. The Connecticut Light & Power Company, dba Eversource Energy (“CL&P”), is hereby issuing a Request for Proposals (“RFP”) to supply CL&P’s Standard Service Requirements and Supplier of Last Resort Service (“LRS”) Requirements. Standard Service is addressed in Section 5 of this RFP, and LRS is addressed in Section 6 of this RFP.

## **Capitalized Terms; Headings.** Capitalized terms used but not defined in the body of this RFP have the meanings given such terms in the Standard Service and Supplier of Last Resort Service Wholesale Sales Agreement (“Standard Contract”), included as Form V of Appendix 1 (“Form V”) to this RFP. The headings to articles and sections throughout this RFP are intended solely to facilitate reading and reference to all articles, sections and provisions of this RFP, and do not affect the meaning or interpretation of this RFP or the Standard Contract.

## **Invitation to Bid.** Your company is invited to submit a proposal (“Bid”) as a bidder for the right to provide the load requirements identified in Section 5, Standard Service, of this RFP, and Section 6, LRS, of this RFP (“Bidder”).

## **Qualification.** To be considered for selection, Bidder must meet all the requirements set forth in Section 4, Qualified Bidder Requirements, and adhere to the schedule and other requirements set forth in Section 2, RFP Process.

## **Evaluation And Award Criteria.** CL&P will base its evaluation and award(s) on (i) pricing as described in Section 2.5.3, and Sections 5 and 6 below, (ii) compliance with the Standard Contract, (iii) the financial and credit risks associated with each Bid, and (iv) compliance with the RFP Process.

## **PURA Approval.** Any agreement entered into for the delivery of Standard Service and/or LRS pursuant to this solicitation is contingent upon the approval of the Connecticut Public Utilities Regulatory Authority ("PURA"). Pursuant to applicable Connecticut General Statutes and PURA requirements, CL&P will obtain approval from the procurement manager prior to each Bid award. If any of the Bid(s) or Standard Contract(s) does not meet the objectives of PURA, PURA may reject the Bid(s) and Standard Contract(s). Section 2 of the Standard Contract addresses the possibility that PURA may not approve the Bid(s), and/or Standard Contract(s), and/or individual awards.

## **Nature of Solicitation**. CL&P will evaluate all conforming Bids, however, CL&P makes no commitment to any Bidder that it will receive an award of Standard Service Load or LRS Load. CL&P reserves the right to modify or discontinue the RFP process at any time for any reason whatsoever. This is a Request for Proposals and not a binding offer to contract. If the RFP is modified, including but not limited to the RFP Schedule, any such modifications with be posted at <https://www.eversource.com/content/ct-c/about/about-us/doing-business-with-us/energy-supplier-information/wholesale-supply-(connecticut)>, (the “RFP Website”).

## **Confidentiality.** CL&P agrees to treat the Pricing Information and any other non-publicly available financial information that is clearly marked “Confidential” that CL&P receives from Bidders and any Guarantor in a confidential manner and will use reasonable efforts, except as required by law or regulatory authority, not to disclose such information to any third party or use such information for any purpose other than in connection with its evaluation of Bidder’s participation in the solicitation process described herein. Bidders are hereby on notice that, subject to relevant PURA orders, all Bid submissions are subject to regulatory oversight and all Pricing Information submitted by any Bidder must be publicly disclosed within the time periods set forth in such orders. As these orders may change over time, CL&P suggests that Bidders familiarize themselves with the relevant orders.

# RFP PROCESS

### The schedule for this RFP includes multiple “Phases” for Standard Service and LRS, and may be modified or supplemented by additional Phases at CL&P’s option. Awards made pursuant to each of these Phases will be done so under a fully executed Standard Contract and subject to execution of applicable award “Service Attachments,” as well as the satisfaction of other bidding requirements. The rest of this Article 2 discusses this process and the associated schedule and requirements.

## **RFP Phases**. This RFP includes multiple Phases. All Phases are expected to address both Standard Service and LRS. It is anticipated that for 2023 there will be at least four Phases roughly three months apart each.

## **RFP Schedule.** Table 1 hereto provides the schedule for this RFP. Failure to meet any of the deadlines set forth in Table 1 shall result in the disqualification of Bidder. CL&P, at its sole discretion, may modify or supplement the schedule at any time. All times provided are in Eastern Prevailing Time (“EPT”).

## **Bid Submission.**

### **Writing; Delivery.** Bids must be in writing, and delivered to the office of Marc E. Simpson via electronic mail as set forth in Section 2.4.1.1. Electronic mail is required, however supplementary delivery options are offered below for back-up purposes and for Supporting Information that is not available in electronic form. Please contact Mr. Simpson to confirm your delivery of any Bid information via electronic mail.

#### Via electronic mail to:

[marc.simpson@eversource.com](mailto:marc.simpson@eversource.com)

#### By hand or overnight delivery to:

Mr. Marc E. Simpson

Eversource Energy

NUE-1

107 Selden Street

Berlin, CT 06037

(860) 665-4570

#### By facsimile to:

Fax: (860) 665-4583

With phone confirmation to: (860) 665-4570

### **Numbering.** Items in the submittal should refer to the appropriate numbered bidding instruction items in this section of the RFP.

## **Bid Components.** Bids must be submitted in three parts: Supporting Information, Executed Documents, and Pricing Information.

### **Supporting Information** consists of the following documents, collectively the “Supporting Information”:

#### **Forms.** New bidders must complete Form I of Appendix 1 (“Form I”) and Form II of Appendix 1 (“Form II”). Forms I and II are only required if Bidder does not having an existing contract as discussed in Section 2.5.2.1. Forms I and II that are completed for Phase I may be used for subsequent Phases at the sole discretion of CL&P. If a Bidder has not participated in an earlier Phase, such Bidder may participate in any subsequent Phase, provided that Bidder provides to CL&P the completed Forms I and II two (2) weeks in advance of due date for Pricing Information of the Phase in which that Bidder wishes to participate.

#### **Standard Contract and Standard Guaranty.** CL&P is requiring all Bidders to abide by the form of Standard Contract included as Form V to this RFP (the “2023 Contract”). CL&P will not be considering any changes to the Standard Contract, other than any changes necessary to accommodate provisions specific to the corporate structure of a Bidder or its guarantor. CL&P will be available to explain the Standard Contract to Bidders that may not be familiar with that document. Please see Section 2.5.2.1 regarding use of an existing contract prior to this RFP.

#### Bidder must describe in detail any circumstance in which it or an affiliate was deemed to be in default or noncompliance of a wholesale contract or an ISO New England Tariff, Billing Policy or Financial Assurance Policy obligation within the past five (5) years.

#### CL&P reserves the right to ask Bidders to provide such other information and financial assurances as CL&P, in its discretion, deems adequate to demonstrate that Bidder can and will fully honor its obligations under the Standard Contract.

#### Bidder must provide the names of outside advisors engaged or planned to be engaged (if any) to assist in this transaction.

#### Bidder must provide a list of contacts (including e-mail addresses, and telephone and fax numbers) with whom CL&P may discuss the Bid and, for winning Bidders, who will be available on the dates that Pricing Information is submitted until the applicable Service Attachment(s) are executed.

### **Executed Documents Prior to Submission of Pricing Information.** To qualify for submission of Pricing Information, Bidder must submit by the applicable due date(s) in the RFP Schedule the following:

#### **Standard Contract.** A final form of the Standard Contract must be executed and provided to CL&P. If a Bidder has executed a Standard Contract based on CL&P’s September 4, 2013 RFP (the “2013 Contract”) or subsequent to the 2013 Contract, that contract may be used for this RFP, provided that any differences between such prior contract and the 2023 Contract will be reflected via amendments to the contract.

#### **Financial Security.** Security associated with the Standard Contract in the form of either (i) a Guaranty acceptable to CL&P, substantially in the form of the Standard Guaranty or (ii) an alternative acceptable form of financial security as described in Section 4.2.2 below, must be provided to CL&P.

### **Pricing Information Detail for Both Standard Service and LRS.** Subject to satisfaction of the above requirements, Bidder must submit its Pricing Information using Form IV of Appendix 1 (“Form IV) to this RFP as follows:

#### For each Phase, Pricing Information submitted as of the time and dates that Pricing Information components of the Bids are due shall be **firm, irrevocable and binding** on the Bidder until the time specified by CL&P in Table 1, RFP Schedule, subject to the additional requirements of Section 2.5.3.9 below.

#### Bidder must complete and submit the applicable Form IV for each Phase it wishes to submit Pricing Information, as more fully described in Sections 5 and 6 below. Bidders may submit Pricing Information subject to the restrictions set forth below. The Pricing Information must be submitted and delivered according to the instructions on Form IV.

#### Bidder must submit Pricing Information in a monthly fixed bid price structure that can be evaluated on a cents/kWh basis, in accordance with the requirements set forth in Sections 5 and 6 of this RFP. Monthly Prices will be rounded to the nearest thousandths of cents/kWh (i.e., three digits beyond the decimal point) prior to evaluation. However, the load weighted average price across all customer classes may be expanded to additional decimal places if necessary to break a tie.

#### For each Phase, Bidders may submit Form IVs for any or all of the Service Terms identified in Section 5.5 (for Standard Service) or Section 6.5 (for LRS). Bidders may submit Pricing Information for any number of Slices (for Standard Service) or Blocks (for LRS) pursuant to the financial assurance requirements in Section 4.2.

#### Only Scenario A bids can be bid.

#### There are no contingencies allowed. Pricing Information for each slice and/or LRS block is evaluated and awarded independently. If a bid is selected, CL&P may award as few as one slice/block or all slices submitted by the Bidder. Bidders may not limit or otherwise condition their bids.

#### CL&P may select from any of the Pricing Information submitted, and in any order.

#### CL&P will base its evaluations on the weighted average monthly price computed using the weighting factors provided on Form IV. Consistent with the provisions of Sections 7.2 and 7.3 below, the weighting factors included on Form IV are for evaluation purposes only and should not be viewed by Bidders as any indication of the quantity of Standard Service Requirements or LRS Requirements, and CL&P shall have no liability or responsibility to any entity resulting from use of these weighting factors.

#### Upon notification by telephone and/or electronic mail of its selection as a winning Bidder, Bidder agrees that the Pricing Information component(s) of its Bid(s) shall remain binding until reflected in fully executed Service Attachment(s) to the Standard Contract.

# Bidding SCENARIOS

## **Scenario A and Scenario B**. CL&P is seeking proposals to deliver Standard Service and LRS only under Scenario A.

### **Scenario A –** Winning Bidder(s) assume(s) the load obligation(s) at the CL&P Metering Domains and will assume all locational marginal price (“LMP”) costs.

### **Scenario B** – CL&P is not soliciting for Scenario B bids.

# Qualified Bidder Requirements

## **New England Control Area Requirements.** In Form I, Bidder must certify that it has or will have in place a Market Participant Service Agreement, and will be subject to the ISO New England Billing Policy.

## **Financial Requirements to Bid.** Financial performance assurance requirements are designed to achieve two goals: (i) to determine Bidder’s eligibility to bid, and (ii) to protect CL&P and Retail Customers from non-performance risks of winning Bidder(s). Bidder must demonstrate in its Bid that it has the financial resources and experience to meet the terms and conditions of the Standard Contract if selected as a winner Bidder. A Bidder will be able to establish its financial qualifications for participating in the solicitation in the following ways:

### **Demonstrate Investment Grade Company Status.** For purposes of this RFP, a qualifying “Investment Grade Bidder” is a Bidder that can demonstrate Investment Grade Company status, or a Bidder whose Guarantor can demonstrate such status. “Investment Grade Company” means a company that possesses a senior unsecured long-term debt rating of “Baa3” or better from Moody’s Investors Service or “BBB-” or better from either Standard & Poor’s Corporation or Fitch Ratings; or if Seller or Guarantor does not have a rating for its senior unsecured long-term debt, then its rating then assigned to Seller or Guarantor as an issuer and/or corporate credit rating by S&P, Moody’s, or Fitch is “Baa3” or “BBB-”. If there are split ratings, the lowest rating will apply. A Bidder wishing to qualify as an Investment Grade Bidder must provide one of the following:

#### If Bidder has Investment Grade Company status, a completed and executed Form I, Bidder’s Certificate; or

#### If Bidder has a Guarantor, (1) a completed and executed Form I and (2) a Guaranty in the form of Form VI, the Standard Guaranty, executed by such Guarantor guaranteeing all of Bidder’s payment obligations associated with this solicitation to CL&P, including, but not limited to, any obligations under the Standard Contract.

### **Provide Alternative Acceptable Financial Assurance.** A Bidder that cannot establish Investment Grade Bidder status will qualify for participation in the solicitation only if such Bidder provides, in advance of submitting Pricing Information, financial assurance in the form of a Letter of Credit or other acceptable security that CL&P in its sole discretion deems to be sufficient to secure all of Bidder’s obligations associated with this solicitation to CL&P, including, but not limited to, any obligations under the Standard Contract. Such financial assurance shall initially be equal to five million dollars ($5,000,000) if bidding on Standard Service (and also LRS), or be equal to one million dollars ($1,000,000) if Bidder is bidding only on LRS. Bidder may submit Pricing Information for all slices being procured provided that the financial assurance may be adjusted up or down according to the credit and security requirements of the Standard Contract depending upon how many bids are awarded to the Bidder. If such a Bidder is not deemed to be a winning Bidder, this financial assurance will be returned promptly provided that Bidder has met its obligations under this RFP.

## **STANDARD SERVICE BID LETTER OF CREDIT.** CL&P does not require a separate Bid Letter of Credit beyond what is required in Sections 4.2.1 or 4.2.2.

# Standard Service

## **Standard Service.** Standard Service is provided to the Customers pursuant to Section 16-244c(c) of the Connecticut General Statutes.

## **Standard Service Slice.** The winning Bidder(s) will be required to supply a fixed, specified percentage of CL&P's Standard Service Requirements for each successfully bid upon Slice of Standard Service Load. Bidders may submit Bid(s) on any or all Standard Service Slices, subject to the Financial Requirements set forth in Section 4 of this RFP.

## **Size of Standard Service Slices.** Each Slice represents ten percent (10 %) of CL&P’s Standard Service Load. Within each Slice, each of the four classes in the Standard Service Customer Group (Residential, Small Commercial & Industrial, Large Commercial & Industrial and Street-lighting) is represented in the same 10%.

## **Standard Service Terms.** This RFP is for deliveries beginning at the commencement of each of the Service Terms below, as awarded in each Phase. The Service Terms are grouped into periods of 6 months each, though some Phases will be for two consecutive Service Terms. Service Terms will be designated by the time period that they will cover. For example:

### July 2024 through December 2024 (the “2H2024 Term”)

### January 2025 through June 2025 (the “1H2025 Term”)

### July 2025 through December 2025 (the “2H2025 Term”)

## For each Phase, any Service Term(s) to be offered for Bid will be provided to Bidders well in advance of the Bid date.

## **Standard Service Bidding Requirements.** For each Slice bid upon, Bidders are required to submit Pricing Information components of their Bids that include separate pricing for each On-Peak Period-Connecticut and each Off-Peak Period-Connecticut for each month for each of the four Standard Service Customer Classes.

## **Standard Service Delivery Efficiency Factors.** The Delivery Efficiency Factor (“DEF”) for each Customer Group will be the same for the specified Service Term. For each Phase, the Standard Service DEFs will be provided to Bidders prior to each Pricing Information due date on the RFP Website.

# Supplier of Last Resort Service

## **LRS.** LRS is provided to the Customers pursuant to Section 16-244c(e) of the Connecticut General Statutes.

## **LRS Block.** The winning Bidder(s) will be required to supply a fixed, specified percentage of CL&P's LRS Requirements for each successfully bid upon Block of LRS Load. Bidders may bid on any or all LRS Blocks, subject to satisfying the financial requirements set forth in Section 4 of this RFP.

## **Size of LRS Blocks.** Each Block represents one hundred percent (100%) of CL&P’s LRS Load.

## **LRS Terms.** This RFP is for deliveries beginning at the commencement of each of the Service Terms below, as awarded in each Phase. The Service Terms will not be longer than three (3) months. Service Terms will be designated by the time period that they will cover. For example:

### April through June of 2024 (the “2Q2024 Term”)

### July through September of 2024 (the “3Q2024 Term”)

### October through December of 2024 (the “4Q2024 Term”)

### January through March of 2025 (the “1Q2025 Term”)

## For each Phase, any Service Term to be offered for Bid will be provided to Bidders well in advance of the Bid date.

## **LRS Bidding Requirements.** All Pricing Information components of Bids to provide LRS must include a price for each On-Peak Period-Connecticut and each Off-Peak Period-Connecticut for each month of each Block.

## **LRS Delivery Efficiency Factor.**

### For each Phase, the LRS Delivery Efficiency Factor will be provided to Bidders prior to each Pricing Information due date and on the RFP Website.

# Load Information

## **Standard Service Load or LRS Load Obligations.** Each winning Bidder is responsible for forecasting and satisfying its Standard Service Load or LRS Load obligations on an hourly, daily, and monthly basis during the applicable Service Term(s).

## **Standard Service and LRS Requirements.** Standard Service Requirements and LRS Requirements are expected to vary in quantity hourly throughout the applicable Service Term(s). CL&P makes no representations regarding the number of Retail Customers who will require Standard Service or LRS, or their load during the contractual period. The quantity of Standard Service Requirements and LRS Requirements may change with time, and the winning Bidder(s) must supply all such requirements during the applicable Service Term(s). The winning Bidder(s) must be (i) prepared to supply its contracted-for Standard Service Requirements and/or LRS Requirements, regardless of fluctuations in Retail Customer demand during the applicable Service Term(s), (ii) capable of meeting the hourly, daily and seasonal electricity load fluctuations associated with their Standard Service Requirements and/or LRS Requirements.

## **Historical Standard Service and LRS Requirements.** The following information is made available to assist winning Bidder(s) in the development of their forecast obligations pursuant to Section 7.1. CL&P does not represent or warrant the accuracy of this information, and shall have no liability or responsibility to any entity resulting from the provision or use of this information.

### **Hourly Load Data.** Historical hourly loads as calculated at the PTF for Retail Customers are located in electronic format on the RFP Website.

### The effect of customer migration can be significant.

### Historic values reflect changes in load due to customer choice and other reasons. Retail Customers are able to take service from a competitive supplier at any time during the Service Terms. CL&P makes no representation regarding the projections of the number of Retail Customers who will require Standard Service or LRS during any of the Service Terms or the load of such customers, and CL&P shall have no liability or responsibility to any entity resulting from the provision or use of any such information.

### Because the load for the Customer Classes may vary, the winning Bidder(s) will be required to supply the contracted-for percentage of load and all Power Services for the duration of the applicable Service Term(s) of the final Standard Contract, not a particular megawatt level.

### A description of CL&P’s load calculation process for determining CL&P’s hourly loads for ISO settlement purposes is included in Appendix A to the Standard Contract.

### **Load Profiles.** Average load profiles for the different classes of Retail Customers can be found at: <https://www.eversource.com/content/ct-c/about/about-us/doing-business-with-us/energy-supplier-information/electric-connecticut>

# Code of Conduct/Communications

## The evaluation of this RFP will be conducted in a manner to assure all Bidders are treated in a fair and consistent manner. The evaluation criteria and timing of the bidding process will be the same for all Bidders.

## All communications between CL&P and any potential Bidders are subject to oversight and/or review by PURA’s Procurement Manager and consultant, and the Office of Consumer Counsel and its consultant, Resource Insight, Inc.

## CL&P adheres strictly to a Code of Conduct promulgated by PURA.

# BIDDER QUESTIONS

## CL&P will be available throughout the solicitation process to receive questions. Bidders should submit all inquiries or requests for additional information in email form to: Mr. Marc E. Simpson Eversource Energy Phone: (860) 665-4570 Fax: (860) 665-4583 Email: marc.simpson@eversource.com

## Responses to questions from any Bidder which CL&P believes may contain information of interest to other potential Bidders will be posted in a blind Question/Response format on the RFP website.

Table 1 - RFP Schedule

|  |  |
| --- | --- |
| **Action item** | **Date** |
| Release of RFP | December 13, 2023 |
| Bidders’ Supporting Information due for new bidders | Due 14 calendar days prior to the scheduled bid in which the bidder wishes to participate. |
| Executed Standard Contract and related Financial Requirements due. | By 4:00 p.m., four (4) Business Days in advance of any due date for Pricing Information.  See Section 2.5.2.1 for existing contracts |
| Bidders’ Pricing Information Due: | Pricing Information for each Phase shall become firm, irrevocable and binding by 10:00 a.m. on the dates below. |
| Phase I:  Standard Service - 2H2024, 1H2025  LRS - 2Q2024 | January 23, 2024 |
| Phase II:  Standard Service - 2H2024, 1H2025  LRS - 3Q2024 | April 9, 2024 |
| Phase III:  Standard Service - 1H2025, 2H2025  LRS - 4Q2024 | July 16, 2024 |
| Phase IV:  Standard Service - 1H2025, 2H2025  LRS - 1Q2025 | October 22, 2024 |
|  |  |
| Pricing Information to remain firm, irrevocable and binding: |  |
|          Phase I | January 23, 2024 until 2:00 p.m.\* |
|          Phase II | April 9, 2024 until 2:00 p.m.\* |
|          Phase III | July 16, 2024 until 2:00 p.m.\* |
|          Phase IV | October 22, 2024 until 2:00 p.m.\* |
| Service Attachments to Standard Contract signed | By close of next business day for each date that Pricing Information is received. |
| Standard Contract(s)/award schedules filed with PURA | ASAP following the Procurement Manager’s approval of the winning bids and execution of Service Attachments during each Phase. |
| Commencement of service | In accordance with Section 5.4 and/or 6.4. |

\* See Section 2.5.3.9 for additional requirements specific to the winning Bidder(s).

Appendix 1

Form I : Bidder’s Certificate

Form II : Standard Contract Information

Form III : [Reserved for future use]

Form IV : CL&P Standard Service and LRS Bid Forms – Pricing Information

Form V : Form of Wholesale Sales Agreement

Form VI : Standard Guaranty

Form I – Bidder’s Certificate

This Certificate is provided to The Connecticut Light and Power Company, dba Eversource Energy (“CL&P”) by *[Enter Bidder Company Name]* (“Bidder”) in satisfaction of the requirements of the “Request for Proposals for Standard Service and Supplier of Last Resort Service of The Connecticut Light and Power Company,” dated December 13, 2023.

*[Enter Bidder Company Name]* hereby certifies to CL&P on behalf of Bidder that the information contained in and submitted pursuant to this Certificate is accurate and complete. Capitalized terms used but not defined herein have the meanings given such terms in the RFP and the Standard Service and Supplier of Last Resort Service Wholesale Sales Agreement.

1. **General Bidder Information:**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Bidder's Name: |  |  | | | | | | | | | | | | |
| Bidder's Address: |  |  | | | | | | | | | | | | |
| Contact Name and Title: | |  | | | | | | | | | | | | |
| Contact Phone #: |  |  | | | |  | Contact Fax #: | | |  | | | | |
| Contact E-Mail Address: | |  | | | | | | | | | | | | |
|  |  |  | |  |  | | |  |  | |  |  |  |  |
| Federal Tax ID: |  |  | |  | Duns #: | | |  |  | | | | | |
| Legal Structure: |  | ( )Corporation ( )Parent ( )Subsidiary ( )Division ( )Single Entity ( )Proprietorship  ( )Partnership | | | | | | | | | | | | |
| State of Residency or Organization:\_\_\_\_\_\_\_\_\_\_\_\_ | | | Date of Incorporation or Date Business Started:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | | | | | | |
|  | | | | | | | | | | | | | | |

1. **General Guarantor Information (if applicable):**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Guarantor Name: |  |  |  |  |  |  |  |  |  |  |
| Guarantor Address: |  |  |  |  |  |  |  |  |  |  |
| Contact Name/Title: |  |  |  |  |  |  |  |  |  |  |
| Contact Phone# |  |  |  |  |  | Contact Fax #: |  |  |  |  |
| Contact E-Mail Address: |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |
| Federal Tax ID: |  |  |  |  |  | Duns #: |  |  |  |  |
| Legal Structure: |  | ( )Corporation ( )Parent ( )Subsidiary ( )Division ( )Single Entity ( )Proprietorship ( )Partnership | | | | | | | | |
| State of Residency or Organization:\_\_\_\_\_\_\_\_\_\_\_\_ | | | | Date of Incorporation or Date Business Started:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | |
|  |  |  |  |  |  |  |  |  |  |  |

1. **Financial Qualifications of Guarantor or of Bidder with Investment Grade Company Status:**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| a. Name of Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | | | |
| b. Investment Grade Company Status | | | | | | | | |
| **Rating Agency** |  | **Credit Rating** |  | **Date of Rating** |  |  |  |  |
| S&P |  |  |  |  |  |  |  |  |
| Moody's |  |  |  |  |  |  |  |  |
| Fitch’s |  |  |  |  |  |  |  |  |
|  | | | | | | | | |
| b. Tangible Net Worth – Provide in accordance with Section 1.94 of the Standard Contract:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | | | |
| c. Acceptable Financial Assurance.  If Bidder cannot establish or have Guarantor establish Investment Grade Company status, Bidder shall qualify for participation in the RFP by providing in advance of submitting Pricing Information financial assurance to CL&P from a U.S. commercial bank or a U.S. branch of a foreign bank with such bank having a Credit Rating of at least A3 from Moody’s, A- from S&P or Fitch**,** or an equivalent Credit Rating by another NRSRO reasonably acceptable to CL&P, in the form of a Letter of Credit or other acceptable security that CL&P in its sole discretion deems to be sufficient to secure all of Bidder’s obligations to CL&P, including, but not limited to, its obligations under this RFP and the Standard Contract, provided that such bank shall have assets totaling not less than ten billion dollars ($10,000,000,000). | | | | | | | | |

1. **Financial Information.**
   1. **General Financial Information.** Attached hereto are audited annual financials of Guarantor (or of Bidder if Bidder has Investment Grade Company status), for the most recent fiscal year and quarterly financial statements for the most recent fiscal quarter, if applicable, all in reasonable detail and duly certified (subject to year-end audit adjustments) by the Chief Financial Officer, Treasurer, Assistant Treasurer or Comptroller of the Guarantor (or of Bidder if Bidder has Investment Grade Company status) as having been prepared in accordance with U.S. generally accepted accounting principles or international financial reporting standards consistently applied.
   2. **Publicly Owned Companies.** The following documents have been made available through an internet address (or otherwise) to CL&P for Guarantor (or for Bidder if Bidder has Investment Grade Company status) for the three previous fiscal years:

Annual Report

Form 10K (most recent)

Form 10Q (most recent)

Form 8K (since last 10Q)

* 1. **Privately Owned Companies.** Attached is a copy, duly certified (subject to year-end audit adjustments) by the Chief Financial Officer, Treasurer, Assistant Treasurer or Comptroller of the Guarantor (or of the Bidder if Bidder has Investment Grade Company status) as having been prepared in accordance with generally accepted accounting principles consistently applied of the following information for the three previous fiscal years:

Balance Sheet

Income Statement

Statement of Changes in Cash Flow

Notes to Financials (most recent)

1. **Organization Structure.** Attached to this Certificate is a complete and accurate copy of the current organizational chart of Bidder showing relationships between parent, subsidiaries, relevant affiliated entities and joint ventures.
2. **New England Control Area Status:**
   1. Do you have in place a Market Participant Service Agreement with ISO New England Inc. (“ISO”)?  
       Yes \_\_\_\_\_ No \_\_\_\_\_
   2. If “No”, do you plan to execute a Market Participant Service Agreement, and if so when?  
       Yes \_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_ No\_\_\_\_\_
   3. As a Market Participant, will you have a settlement account established within the ISO billing system by the beginning of the relevant Term?  
       Yes \_\_\_\_\_ No \_\_\_\_\_
3. **Regulatory Compliance.** Bidder has or will obtain all regulatory authorization necessary for it to legally perform its obligations under the Bid which this Certificate accompanies, and the Standard Service and Supplier of Last Resort Service Wholesale Sales Agreement and/or any Service Attachment(s) thereto that may be entered into with CL&P; the execution, delivery, and performance of such a contract will be within its lawful powers; such contract will be duly authorized by all necessary business entity actions and will not violate any of the terms or conditions in its governing documents, any contracts or other agreement to which it is a party or any law applicable to it; and this Bid does and such contract, if entered into, will constitute its legally valid and binding obligationenforceable against it in accordance with its terms, subject to any equitable defense.

Form II - Standard Contract Information

The following information will be used to complete the relevant Standard Contract sections for the winning Bidder. Please see the appropriate section of the Standard Contract for full descriptions of the requested information.

1) Section 3.12: Please provide a copy of the tariff that you will be providing service under, as well as the following information.  
  
 Electric Rate Schedule Number: \_\_\_\_\_\_\_ FERC Docket Number: \_\_\_\_\_\_\_\_\_\_

2) Section 16.1: Please provide contact information for any notices, demands or requests.  
 Name or Title:

Full Address:

City, State, Zip

Telephone:

Fax:

E-mail:

3) Section 16.4: Please provide contact information for correspondence related to load reporting.  
 Name or Title:  
 Telephone:

Fax:

E-mail:

4) Do you intend\* to bid on:

Standard Service Yes\_\_\_\_ No\_\_\_\_

LRS Yes\_\_\_\_ No\_\_\_\_

\* This is non-binding.

Form III

[Reserved for future use]

Form IV - Bid Forms – CL&P Standard Service and LRS – Pricing Information

Will be made available on the RFP Website prior to each Phase.

Form V

**Form of**

**Standard Service and Supplier of Last Resort Service**

**Wholesale Sales Agreement**

Available on the RFP Website

**Form VI** - **Standard Guaranty**

Guaranty of

This Guaranty, dated [\_\_\_\_\_\_\_\_\_\_\_\_]**,** 2024, of , a corporation (“Guarantor”), is for the benefit of and delivered to the Connecticut Light and Power Company, a Connecticut corporation, dba Eversource Energy (“Counterparty”) and is effective upon signature.

Guarantor does hereby irrevocably guarantee the full and prompt payment by its subsidiary, , a corporation (the “Obligor”), of all of its payment obligations (“Guaranteed Obligations”) under the Standard Service and Supplier of Last Resort Service Wholesale Sales Agreement dated [ , 2024] entered into by Obligor and Counterparty (“Agreement”) and any Service Attachments appended thereto from time to time, at the times and in the manner provided therein. Capitalized terms not defined herein have the meanings set forth in the Agreement. [***Optional****:* This Guaranty will be enforceable only to the extent that Obligor is a party to any Service Attachment(s) to the Agreement.] In addition, Guarantor hereby agrees to pay any and all costs and expenses (including reasonable fees and disbursements of counsel) incurred by Counterparty in enforcing any rights under this Guaranty; provided that the Guarantor shall not be liable for any expenses of Counterparty if no payment is due hereunder. The maximum liability of Guarantor hereunder shall be \_\_\_\_\_\_\_. [Note: For Standard Service Bidders with a Guarantor, the minimum amount shall be no less than five millions\ dollars ($5,000,000), up to an aggregate maximum amount equal to the amount set forth in Exhibit A hereto corresponding to the credit rating of Guarantor. For Last Resort Service Bidders with a Guarantor, the minimum amount shall be no less than one million dollars ($1,000,000), up to an aggregate maximum amount equal to the amount set forth in Exhibit A hereto corresponding to the credit rating of Guarantor.]

This Guaranty may only be assigned, amended or modified in writing and signed by the parties hereto and is subject to, and its terms are governed by and must be interpreted under the laws of the State of New York, except for its choice of laws rules. No person, corporation or other entity may rely upon this Guaranty other than Counterparty and its successors and assigns.

Guarantor's obligation pursuant to this Guaranty is an irrevocable and unconditional guaranty of payment and not merely of collection. This Guaranty shall remain in full force and effect until each and all of the Guaranteed Obligations shall have been fully paid in accordance with the terms and provisions of the Agreement. Counterparty shall have no obligation to assert any claim or demand or to enforce any remedy under the Agreement or to proceed first against Obligor or any other person or entity, or resort to any security or make any effort to obtain payment from Obligor or any other person or entity before enforcing this Guaranty. No delay or omission by Counterparty to exercise any right under this Guaranty shall impair any right, nor shall it be construed to be a waiver thereof. No waiver of any single breach or default under this Guaranty shall be deemed a waiver of any other breach or default. Guarantor’s liability hereunder shall be limited to payments expressly required to be made under the Agreement (including if such payments are deemed to be damages) and in no event shall Guarantor be subject hereunder to consequential, exemplary, equitable, loss of profits, punitive, or any other damages, except to the extent specifically provided in the Agreement, to be due from Obligor.

Except as provided hereunder, the liability of Guarantor under this Guaranty shall be absolute, unconditional and irrevocable, irrespective of: (a) any change in time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations or any other amendment to, modification of, waiver of, or any consent to departure from the Agreement, (b) any change in ownership of Guarantor or Obligor; (c) any bankruptcy, insolvency, or reorganization of, or other similar proceedings involving Obligor; or (d) any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor that would not be available to the Obligor.

If a claim is made upon Counterparty at any time for repayment or recovery of any amounts received by Counterparty from any source on account of any of the Guaranteed Obligations and Counterparty, pursuant to a court order or applicable law, repays or returns any amounts so received, then the Guarantor shall remain liable for the amounts so repaid (such amounts being deemed part of the Guaranteed Obligations) to the same extent as if such amounts had never been received by Counterparty, notwithstanding any termination hereof or the cancellation of any instrument or agreement evidencing any of the Guaranteed Obligations.

Guarantor hereby irrevocably, unconditionally and expressly waives, to the fullest extent permitted by applicable law, promptness, diligence, presentment, notice of acceptance and all other notices with respect to any of the Guaranteed Obligations and this Guaranty and any requirement that Counterparty protect, secure or perfect any security interest or exhaust any right or first proceed against Obligor or any other person or entity.

Without limiting the Guarantor’s own defenses and rights hereunder, the Guarantor, after payment of the amounts due hereunder, hereby reserves to itself all rights, setoffs, counterclaims and other defenses to which Obligor is or may be entitled arising from or out of the Agreement, except for defenses arising out of bankruptcy, insolvency, dissolution or liquidation of Obligor.

Guarantor represents and warrants to Counterparty as of the date hereof that:

1. Guarantor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has full power and legal right to execute and deliver this Guaranty and to perform the provisions of this Guaranty on its part to perform.
2. The execution, delivery and performance of this Guaranty by Guarantor have been and remain duly authorized by all necessary corporate action and do not contravene any provision of its certificate of incorporation or bylaws or any law, regulation or contractual restriction binding on it or its assets.
3. All consents, authorizations, approvals, registrations and declarations required for the due execution, delivery and performance of this Guaranty have been obtained from or, as the case may be, filed with the relevant governmental authorities having jurisdiction and remain in full force and effect, and all conditions thereof have been duly complied with and no other action by, and no notice to or filing with, any governmental authority having jurisdiction is required for such execution, delivery or performance; and
4. This Guaranty constitutes the legal, valid and binding obligation of Guarantor enforceable against it in accordance with its terms, except as enforcement hereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors’ rights or by general equity principles.

This Guaranty shall be binding upon Guarantor and its successors and permitted assigns and inure to the benefit of and be enforceable by Counterparty and its successors and permitted assigns.

Upon satisfaction of all Guaranteed Obligations hereunder, the Guarantor shall be subrogated to the rights of the Counterparty against the Obligor with respect to such payment; provided that the Guarantor shall not enforce any right or receive any payment by way of subrogation until all of the Guaranteed Obligations then due shall have been paid in full and Counterparty agrees to promptly take, at Guarantor's expense, such steps as the Guarantor may reasonably request to implement such subrogation.

All notices or communications to the Guarantor shall be in writing and shall be directed by registered or certified mail or overnight delivery service to:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attention: \_\_\_\_\_\_\_\_\_\_

[Insert address]

or such other address as the Guarantor shall from time to time specify to Counterparty.

IN WITNESS WHEREOF, this Guaranty has been executed by a duly authorized officer of Guarantor as of the date first written above.

, Guarantor

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:

Exhibit A

to Guaranty of \_\_\_\_\_\_\_\_\_\_\_

The liability of Guarantor hereunder shall be as set forth in this Guaranty, but for Standard Service Bidders, the minimum amount shall be no less than five million dollars ($5,000,000), and for Last Resort Service Bidders, the minimum amount shall be no less than one millions dollars ($1,000,000), and the aggregate of all guarantees issued by Guarantor in respect of the Form IV and/or the Agreement shall not exceed the amount set forth below corresponding to the credit rating of Guarantor. Capitalized terms have the meanings set forth in the Agreement.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Credit Rating (Seller or Guarantor) | | | Unsecured Credit Limit (the lesser of) | | |
| S&P | Moody’s | Fitch | % Tangible Net Worth | Guarantee Amount | Fixed Amount |
| AA- or higher | Aa3 or higher | AA- or higher | 12% TNW | Per § 1.23 | $60 million |
| A+, A | A1, A2 | A+, A | 10% TNW | Per § 1.23 | $50 million |
| A- | A3 | A- | 8% TNW | Per § 1.23 | $40 million |
| BBB+ | Baa1 | BBB+ | 6% TNW | Per § 1.23 | $30 million |
| BBB | Baa2 | BBB | 4% TNW | Per § 1.23 | $20 million |
| BBB- | Baa3 | BBB- | 2% TNW | Per § 1.23 | $10 million |
| Below BBB or unrated | Below Baa3 or unrated | Below BBB- or unrated | 0% TNW | Per § 1.23 | $0 |