

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B8400019

PRINT DATE: 06/28/17

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SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: AGERA ENERGY LLC 555 PLEASANTVILLE RD S107 NEW YORK, NY 10510 (914)236-1422	REFER QUESTIONS TO: STACEY POLLITT (410)767-3002 STACEY.POLLITT1@MARYLAND.GOV	
ITB:	EXPR DATE: 06/30/21 POST DATE: 05/30/17	DISCOUNT TERMS: . NET 30 DAY CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

STATEWIDE CONTRACT
FOR
GENERATION & TRANSMISSION OF RETAIL ELECTRICITY SUPPLY

THIS IS A 48 MONTH CONTRACT STARTING JULY 01, 2017 TO JUNE 30, 2021.

VENDOR: AGERA ENERGY, LLC
VENDOR CONTACT: JESSICA BECK
VENDOR NUMBER: 914-236-1422
VENDOR EMAIL: JBECK@AGERAENERGY.COM

THIS CONTRACT IS FOR THE SUPPLY OF ALL ELECTRICITY COMMODITY COMPONENTS UP TO THE DELIVERY POINT, INCLUDING ENERGY, CAPACITY, ANCILLARY SERVICES, SCHEDULING, BALANCING AND NETWORK FIRM TRANSMISSION, NECESSARY FOR THE FIRM SUPPLY OF ELECTRICITY TO FACILITIES IN THE DELMARVA POWER COMPANY SERVICE TERRITORIES IN THE STATE OF MARYLAND.

THIS CONTRACT IS BEING ISSUED ON BEHALF OF ITS STATE AGENCIES AND THE UNIVERSITY SYSTEM OF MARYLAND (USM) INSTITUTIONS AND ELIGIBLE PARTICIPATING NON-STATE PARTNERS.

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TERMS (cont'd):

ENOC RFP: 59653
DELIVERY POINT: DELMAVA POWER COMPANY
WINNING BID: 0.03820

RELIABILTIY GUIDELINES:

AGERA ENERGY, LLC AGREES TO ADHERE TO THE APPLICABLE OPERATING POLICIES, CRITERIA AND/OR GUIDELINES OF THE FERC, NERC, PJM, ANY OF THE AFOREMENTIONED SUCCESSORS AND ANY REGIONAL OR SUB-REGIONAL REQUIREMENTS.

ELECTRONIC FUNDS TRANSFER:

CONTRACTOR AGREES TO ACCEPT PAYMENTS BY ELECTRONIC FUNDS TRANSFER (EFT) UNLESS THE STATE COMPTROLLER'S OFFICE GRANTS AN EXEMPTION. PAYMENT BY EFT IS MANDATORY FOR CONTRACTS EXCEEDING \$100,000. THE SELECTED BIDDER/OFFEROR SHALL REGISTER USING THE COT/GAD X-10 VENDOR ELECTRONIC FUNDS (EFT) REGISTRATION REQUEST FORM. ANY REQUEST FOR EXEMPTION MUST BE SUBMITTED TO THE STATE COMPTROLLER'S OFFICE FOR APPROVAL AT THE ADDRESS SPECIFIED ON THE COT/GAD X-10 FORM, MUST INCLUDE THE BUSINESS IDENTIFICATION INFORMATION AS STATED ON THE FORM, AND MUST INCLUDE THE REASON FOR THE EXEMPTION. THE COT/GAD X-10 FORM MAY BE DOWNLOADED FROM THE COMPTROLLER'S WEBSITE AT:
[HTTP://COMPTROLLER.MARYLANDTAXES.COM/GOVERNMENT_SERVICES/STATE_ACCOUNTING_INFORMATION/STATIC_FILES/A PM/GADX-10.PDF](http://COMPTROLLER.MARYLANDTAXES.COM/GOVERNMENT_SERVICES/STATE_ACCOUNTING_INFORMATION/STATIC_FILES/A_PM/GADX-10.PDF)

INVOICING:

THE STATE IS REQUESTING PRICING FOR A TERM OF 48 FULL MONTHLY BILLING CYCLES. CONTRACTOR SHALL BEGIN SUPPLY EFFECTIVE WITH THE FIRST METER READ DATE ON OR BEFOR JUNE 14, 2017.

CONTRACTOR IS REQUIRED TO OFFER A FLAT, FIRM FIXED PRICE PER KWH. THE OFFERED PRICES MUST REMAIN CONSTANT FOR THE FULL CONTRACT TERM.
WHERE AVAILABLE, CONTRACTOR WILL PROVIDE CONSOLIDATED BILLING.

FOR ACCOUNTS NOT ELIGIBLE FOR CONSOLIDATED BILLING, CONTRACTORS INVOICE SHALL INCLUDE THE FOLLOWING INFORMATION:
CONTRACTOR NAME
REMITTANCE ADDRESS
FEDERAL TAXPAYER IDENTIFICATION NUMBER (OR IF SOLE PROPRIETORSHIP, THE INDIVIDUAL'S SOCIAL SECURITY NUMBER)
INVOICE PERIOD
INVOICE DATE

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INVOICE NUMBER
STATE ASSIGNED (BLANKET) PURCHASE ORDER NUMBER(S)
BRIEF DESCRIPTION OF SERVICES PROVIDED
TOTAL AMOUNT DUE

INVOICES SUBMITTED WITHOUT THE REQUIRED INFORMATION CANNOT BE PROCESSED FOR PAYMENT UNTIL THE CONTRACTOR PROVIDES THE REQUIRED INFORMATION.

CONTRACTOR SHALL INVOICE THROUGH MONTHLY UTILITY BILLS RENDERED BY THE EDC (CONSOLIDATED BILLING), WHERE AVAILABLE FOR EACH ACCOUNT INCLUDED IN THIS CONTRACT, IN ACCORDANCE WITH THE EDC PROCEDURES, AND IN ACCORDANCE WITH REQUIREMENTS OF THE MARYLAND PUBLIC SERVICE COMMISSION .

NOMINATING AND BALACING RESPONSIBILITIES:

IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONDUCT ALL REQUIRED NOMINATIONS TO DELIVER ELECTRIC SUPPLY ON BEHALF OF THE FACILITIES SPECIFIED HEREIN. THE CONTRACTOR SHALL BE FULLY FAMILIAR WITH THE IMBALANCE, TRANSMISSION GRID LOSS AND LINE LOSS POLICIES OF BOTH THE EDC AND THE INTERSTATE/INTRASTATE TRANSMISSION COMPANIES. ANY ADDITIONAL COSTS AND/OR PENALTIES ASSOCIATED WITH DELIVERING FULL REQUIREMENTS WILL BE BORNE BY THE CONTRACTOR

POST AWARD RECOMMENDATION:

FOR SERVICE START DATE REPORTING:
PRIOR TO ENROLLING ACCOUNTS WITH ANEDC, THE WINNING CONTRACTOR SHALL PROVIDE THE STATE A SPREADSHEET FOR EACH CONTRACT ENTITY CLEARLY IDENTIFYING EACH ACCOUNT NUMBER BEING SERVED AS A RESULT OF THE CONTRACT AWARD, THE SERVICE ADDRESS, BILLING ADDRESS, AND SERVICE START DATE FOR EACH ACCOUNT

ACCOUNT USAGE REPORTING:
WITHIN 30 DAYS OF AWARD, THE CONTRACTOR SHALL PROVIDE THE STATE A SPREADSHEET FOR EACH EDC AND CONTRACT ENTITY IDENTIFYING FOR EACH THE ACCOUNT NUMBER, USAGE BY MONTH, OR BILLING PERIOD, FOR EACH MONTH OR BILLING PERIOD FOR THE LAST 12 MONTHS, AND OTHER ACCOUNT DETAILS AS SPECIFIED IN A TEMPLATE PROVIDED BY ENERNOC.

ENROLLMENT REPORT:
NO LATER THAN 30 DAYS PRIOR TO THE SERVICE START DATE, THE CONTRACTOR SHALL PROVIDE THE STATE AND ENERNOC WITH AN ENROLLMENT ENROLLMENT REPORT DETAILING THE STATUS OF EACH ACCOUNT ENROLLED.

ADMINISTRATIVE FEE:

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TERMS (cont'd):

THE STATE WILL ASSESS AN ADMINISTRATIVE FEE (0.0007\$/KWH) FOR ALL MARYLAND STATE GOVERNMENT ACCOUNTS (NOT TO INCLUDE NON-STATE ENTITIES) INCLUDED IN THIS CONTRACT, AND THE CONTRACTOR AGREES TO COLLECT SUCH FEES ON BEHALF OF THE STATE. THE FEES SHALL NOT BE INCLUDED IN THE BIDDER'S PRICE BUT SHALL BE INCLUDED AS A PASS THRU IN CONTRACTOR'S CHARGES.

FOR EASE OF BILLING, THE CONTRACTOR WILL BE PERMITTED TO BILL THIS FEE AS A SEPARATE LINE ITEM IN ITS INVOICES. THE AMOUNT OF THE ADMINISTRATIVE FEE WILL BE PROVIDED BY THE STATE TO THE SUCCESSFUL CONTRACTOR.

THIS FEES SHALL BE COLLECTED ON BEHALF OF THE AGENCY AS A PASS-THRU BY THE SUPPLIER AND PAID TO AGENCY MONTHLY, FOR ALL ELECTRICITY CONSUMED BY ACCOUNTS FOR WHICH CONTRACTOR HAS RECEIVED PAYMENT. THE FIRST PAYMENT IS ANTICIPATED TO BE DELIVERED ON OR BEFORE SEPTEMBER 1, 2017.

PAYMENT SHALL BE MADE PAYABLE TO STATE OF MARYLAND, DEPARTMENT OF GENERAL SERVICES AND SENT TO:

DIRECTOR OF FISCAL SERVICES
MARYLAND DEPARTMENT OF GENERAL SERVICES
301 W. PRESTON STREET, ROOM 1309
BALTIMORE, MD 21201

ATTESTATION OF RENEWABLE ATTRIBUTES AND GREEN REPORTING:

CONTRACTOR SHALL COMPLY WITH THE RPS AS DEFINED BY STATUTE AND ACCOMPANYING REGULATIONS HEREIN AND SHALL PROVIDE ITS PROPORTIONAL SHARE OF THE RPS IN ITS FUEL MIX. WITHIN 30 DAYS FOLLOWING EACH CONTRACT ANNIVERSARY DATE, THE CONTRACTOR WILL PROVIDE THE AGENCY WITH A REPORT ATTESTING TO THE AMOUNT OF RENEWABLE ENERGY (AS DEFINED BY STATE LAW) THAT HAS BEEN SUPPLIED INTO THE PJM GRID ON BEHALF OF THE STATE OF MARYLAND, AND THE PERCENTAGE OF EACH PARTICULAR RENEWABLE SOURCE USED TO GENERATE THE ELECTRICITY. FOR GREEN-E ENERGY, THE AUDITING AND ACCOUNTING STANDARDS USED TO PROVIDE SUCH ATTESTATION AND DISCLOSURE REPORTS SHALL BE THOSE OF THE GREEN-E CERTIFICATION PROGRAM ([HTTP://WWW.GREEN-E.ORG/](http://www.green-e.org/)), ADMINISTERED BY THE CENTER FOR RESOURCE SOLUTIONS.

INSURANCE:

WITHIN FIVE (5) BUSINESS DAYS OF RECOMMENDATION FOR CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CONTRACT MONITOR WITH CURRENT CERTIFICATES OF INSURANCE, AND SHALL UPDATE SUCH CERTIFICATES

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TERMS (cont'd):

FROM TIME TO TIME BUT NO LESS THAN ANNUALLY IN MULTI-YEAR CONTRACTS, AS DIRECTED BY THE CONTRACT MONITOR.

PROBLEM ESCALATION PROCEDURE:

THE CONTRACTOR MUST PROVIDE AND MAINTAIN A PROBLEM ESCALATION PROCEDURE (PEP) FOR BOTH ROUTINE AND EMERGENCY SITUATIONS. THE PEP MUST STATE HOW THE CONTRACTOR WILL ADDRESS PROBLEM SITUATIONS AS THEY OCCUR DURING THE PERFORMANCE OF THE CONTRACT, ESPECIALLY PROBLEMS THAT ARE NOT RESOLVED TO THE SATISFACTION OF THE STATE WITHIN APPROPRIATE TIMEFRAMES.

THE CONTRACTOR SHALL PROVIDE CONTACT INFORMATION TO THE CONTRACT MONITOR, AS WELL AS TO OTHER STATE PERSONNEL, AS DIRECTED SHOULD THE CONTRACT MONITOR NOT BE AVAILABLE.

THE DEPARTMENT OF GENERAL SERVICES "TERMS AND CONDITIONS" FOR COMMODITY CONTRACTS OVER \$25,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION #MDDGS31032511 ARE INCORPORATED HEREIN BY REFERENCE.

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ELECTRICITY TRANSMISSION AND DISTRIBUTION SERVICE FOR MULTIPLE METERS

_____ END OF ITEM LIST _____

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AUTHORIZED BY: _____ **DATE:** _____
BUYER AUTHORIZED DESIGNEE