

County of Albany

Response to Request for Proposals for Firm Electric Supply from Energy Service Companies

RFP#: 2021-101

July 21, 2021

Submitted to:

County of Albany
Karen A. Storm
Albany County Purchasing Agent
112 State St., Room 1000
Albany, New York 12207
Phone: 518.447.7210

Submitted by:

Direct Energy Business, LLC
Stephen Mueller
Senior Account Executive
115 Solar St., Suite 102
Syracuse, New York 13204
Phone: 518.495.7521
Stephen.Mueller@directenergy.com



July 21, 2021

County of Albany
Karen A. Storm
Albany County Purchasing Agent
112 State St., Room 1000
Albany, New York 12207

Re: RFP# 2021-101

Dear Ms. Storm:

Direct Energy Business, LLC (Direct Energy) is pleased to present the enclosed proposal in response to the Request for Proposals from the County of Albany (the County) for the procurement of electricity. We appreciate the opportunity to respond.

As a leading retail electricity provider in NYISO, Direct Energy is ready to meet the energy needs of the County. Direct Energy and its affiliates under NRG Energy, Inc. (NRG) comprise the largest combined competitive retail energy portfolio in the United States, with approximately 6 million retail customers nationwide. Having served customers in competitive markets across the U.S. for 21 years, Direct Energy is committed to exceptional customer service and to the innovative development of new tools and technologies designed to revolutionize the way municipalities use and think about energy.

As the County's current electricity and natural gas supplier, we are familiar with the County's specific needs and the electricity product best suited to the County's usage and renewable goals. Additionally, the County will continue to benefit from our extensive experience meeting the energy needs of New York municipalities, as well as our award-winning customer service. In addition, Direct Energy currently services 78% of the Fortune 100 companies.

Thank you for your consideration of our response. We are confident that the County will continue to benefit from working with a long-term partner who has the financial capability, as well as the retail electricity and regulatory expertise to support New York municipalities today and into the future.

Please do not hesitate to contact us if we can provide any additional information. We look forward to engaging in more detailed discussions with you about this opportunity.

Respectfully submitted,

A handwritten signature in black ink that reads "Stephen Mueller".

Stephen Mueller
Senior Account Executive
Direct Energy Business, LLC

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Section II: Qualification/Experience and Resumes

Qualification / Experience - The Qualification / Experience section must address proposer's qualifications and experience to carry out the requested service, inclusive of, but not limited to: qualification to do business in NYS, number of years in business and length of experience.

3.1 Provide the name, a brief history and description of your firm.

Executive Summary

Direct Energy Business, LLC (Direct Energy) is a subsidiary of NRG Energy, Inc. (NRG), a Fortune 500 company that owns and operates generation assets nationwide and provides retail electricity under eight brands in 24 U.S. markets and eight provinces in Canada. With headquarters in Houston, Texas, NRG is at the forefront of changing how people use, buy, and think about energy. Our accumulated years of experience with every aspect of both retail and generation have enabled us to effectively deliver electricity, natural gas, and home services and products to millions of customers across the country.

Financial Strength

NRG has a robust financial profile characterized by substantial free cash flow from its generation assets and retail electricity subsidiaries, as well as prudent financial and capital management. NRG's financial status and industry position are summarized as follows:

- \$10.04 billion in market capitalization as of March 1, 2021
- NRG's 2020 financial statements reflected the following:
 - \$9.09 billion in operating revenue
 - \$2 billion adjusted EBITDA
 - \$1.84 billion cash flow from continuing operations
 - \$14.9 billion in total assets

The following is a link to NRG's financial reports for the five most recent full financial years:
<https://investors.nrg.com/financial-information/sec-filings>

Commitment to Sustainability

In 2014, we established industry-leading GHG reduction goals and in 2015 became one of the first ten companies globally to have our decarbonization goal validated as 2 degrees Celsius-aligned by the Science Based Targets initiative (SBTi). In 2019, NRG announced the acceleration of these GHG emissions reduction goals to align with new United Nations Intergovernmental Panel on Climate Change (IPCC) guidance, which calls for limiting global warming to 1.5 degrees Celsius in the post-industrial era. We are now targeting a 50% reduction by 2025 from our current 2014 baseline and net-zero emissions by 2050. Our goal covers all of NRG's direct emissions (scope 1), all of its purchased energy (scope 2), and the employee business travel portion of scope 3. As of December 31, 2020, we had reduced our cumulative emissions by 55% relative to our current 2014 baseline. The decrease is attributed to reductions in fleet-wide

NRG's Sustainability Achievements

55% reduction in total GHG emissions from 2014 baseline

43% reduction in water withdrawal from 2014 baseline

45% reduction in revenue carbon intensity from 2014 baseline

First power company in North America to achieve 1.5 degrees Celsius-aligned goal

annual net generation, a market-driven shift away from coal as a primary fuel to natural gas, and a reduced load in 2020 as a result of the COVID-19 pandemic. We believe the 2020 emissions level may change as load recovers from the impact of COVID-19. NRG is continuing to target a 50% reduction by 2025 and is on track to meet that goal.

We are proud to have had our emissions reduction targets approved by SBTi — first in 2015 as previously mentioned, when our goals were declared as 2 degrees Celsius-aligned, and more recently in March 2021 when our current goal was declared to be 1.5 degrees Celsius-aligned, the most ambitious designation currently available and what the latest climate science has told us is needed to prevent the most damaging effects of climate change. NRG is the first power company in North America to achieve this designation and among only twelve globally.

NRG looks forward to a sustainable future and invite all to join us in promoting a sustainable future. For more details, please see NRG's 2020 Sustainability Report at the following link:
<https://www.nrg.com/assets/documents/sustainability/2020-nrg-sustainability.pdf>.

3.2 Identify your firm's professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.

Stephen Mueller, Senior Account Executive will continue to be involved in County engagement. Stephen is located in upstate New York, a short distance from the County. Please see below for the office address.

Direct Energy Business
115 Solar St., Suite 102
Syracuse, New York 13204

Although Direct Energy's New York office is in Syracuse, Stephen resides in the Albany area and is available to quickly meet with the County as necessary. Stephen has extensive experience working with the County and has been working to meet the municipality's electricity and gas needs since 2008. Stephen has 23 years of experience in the energy industry. Additionally, Stephen will be supported by the below staff:

- Ron Aberizk, Sales Manager, Upstate New York. Ron is also located in the New York office. He has served the County since 2014 and possesses 23 years of experience in the energy industry.
- AnneMarie Esteves, Senior Sales Analyst. AnneMarie is located in Direct Energy's New Jersey office (address shown below). She has been working to support Stephen and the County for numerous years and has 26 years of experience in the energy industry.
- Steve Daer, Senior Energy Advisor. Steve is located in Direct Energy's Pittsburgh office (address shown below) and has 10 years of experience in the energy industry.
- Lars Cleath, Manager. Lars is also located at our Pittsburgh office and has 24 years of experience in the energy industry.

Direct Energy Business New Jersey
194 S. Wood Ave.
Iselin, New Jersey 08830

Direct Energy Business Pittsburgh
101 Liberty Ave., Suite 1200
Pittsburgh, Pennsylvania 15222

3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).

Kane Kiester, Vice President of Sales for Direct Energy Business East, works from Direct Energy's Pittsburgh office and is authorized to legally bind the company. Please see below for the Pittsburgh office address and phone number.

1001 Liberty Ave., Suite 1200
Pittsburgh, Pennsylvania 15222
Phone: 417.667.5100

3.4 Detail your firm's experience with continuously furnishing electricity of a quality and quantity as specified in this RFP. Proposer must detail all contract defaults on any retail service obligation and list service obligations or sold off contracts to another provider for fulfillment.

In 2020, Direct Energy, along with NRG's other retail brands, maintained one of the largest combined competitive retail energy portfolios in the U.S. with 152,000 GWh of electricity and 914 MMDth of natural gas sold and approximately 6 million recurring customers retained, including over 237,000 large commercial and industrial (C&I) customers. In addition, our portfolio of approximately 23,000 MW of diverse energy assets makes NRG the leading integrated energy provider in North America.

Additionally, Direct Energy serves many customers on an index and fixed pricing structure for energy. We have an active trading group for both power and natural gas. We also maintain a team dedicated to monitoring and transacting on behalf of our customers with established processes to provide responsiveness and access to the wholesale market.

Please note that Direct Energy is not able to provide details regarding contracts that may have ended as this information is considered confidential and proprietary.

3.6 In order to be considered for an award an ESCO must be qualified by National Grid to operate in the utility's service territory.

Direct Energy confirms that it is qualified by National Grid to operate in NYISO and operates in NYISO currently.

3.5 Provide at least two (2) references from similar commercial, municipal and industrial load accounts including company name, reference name, addresses and telephone numbers.

Please see **Section III: References** for Direct Energy's two client references.

3.7 Describe your company's experience with managing the risks associated with energy supply procurement. Provide examples of how you have reduced the risks to your customers.

As a company, Direct Energy always secures the most economical supply arrangement available and continually monitors customer accounts as an ongoing service. As we have done with other customers, Direct Energy will develop a hedging and pricing strategy that allows the County to better manage price volatility, market risk, and budgets. Additionally, we will monitor market pricing and provide timely feedback to the County. This includes managing price alerts and/or market orders as they are triggered. When pricing is triggered, the County can either lock in energy hedges or reset market orders and triggers.

Direct Energy's Load Following Block and Index (LFB) product structure is the platform that provides the capability to manage risks associated with energy supply procurement. Please see our answer to question 4.1.3.4 for more information on this product.

3.8 Provide any additional information that would distinguish your firm in its service to Albany County, including but not limited to the availability of renewable energy.

Direct Energy can provide the County access to our Community Solar program. This program is ideal for the County as it allows the County to participate, initiate a green product, and receive savings up to \$78,023 in the first year. To emphasize this, we have included a summary of Community Solar subscriptions savings the County would receive as part of the program in **Appendix A: Community Solar Savings Summary**. Please see below for information on how the Community Solar program works and our experience assisting other large customers in achieving their business goals and objectives

About Community Solar

With Community Solar, an offsite solar facility generates electricity which is then delivered directly to the utility. Following this, the utility awards bill credits for electricity delivered by the solar facility. Customers subscribed to the projects receive the bill credits and remit a percentage to the developer.

Community Solar presents various opportunities including:

- **Savings with no upfront cash outlay.** With this program the County would continue to pay its monthly bill from the utility with the only change being the addition of a bill credit line item.
- **No impact to facilities or business ops.** Community Solar projects are local, but not on the customer's facility. Energy procurement (including third party supply agreements) and day-to-day operations would stay the same for the County.
- **Flexibility to reassign bill credits.** Subscriptions can be reassigned to other locations or qualified entities within the same utility service territory.
- **No price risk and guaranteed savings.** Community Solar subscription payment is a fixed percentage of bill credits. A subscriber cannot lose money on these transactions, thus yielding consistent savings on the County's electricity bill.
- **Good public relations for supporting solar initiatives.** By subscribing to a Community Solar project, the County would be financially supporting new renewable generation and a state's individual renewable goals.

The next **five years** will see the U.S. Community Solar Market **add as much as 4 GW**.



Community Solar Experience

At the forefront of the growth in community solar markets, Direct Energy's highly qualified and experienced team is uniquely positioned to deliver insightful market intelligence and analysis in support of our community solar advisory services. Since 2015, Direct Energy has contracted over 250 MW of community solar subscriptions with multiple Fortune 500 companies, such as Target, Macys, Ecolab, and Ahold Delhaize, across Massachusetts, Minnesota, New York, and Maine. From our relationships with over 50 developers

and subscriber aggregators, we have identified and are actively engaged with over 100 community solar projects totaling hundreds of MW within key markets.

Please see the information below for how Direct Energy was able to assist a large customer in achieving its renewable energy goals.

Big Box Retailer

This organization executed over 5 MW of community solar credit purchase agreements for more than ten of their locations across New York's National Grid service territory. Direct Energy supported this customer by creating a customized service agreement template unique to their specific needs. The form was utilized by multiple developers with minimal changes.

Our Value Proposition

Direct Energy's value proposition is unique in the industry. Our team has experience working with the most complex customers and understands how to navigate internal landscapes. Our team's experience as a renewable developer, owner, and operator gives us the insight on how far we can push developers and still establish successful execution on a project.

Direct Energy is the ideal partner and is differentiated from other advisors in six primary ways:

1. Deep market and regulatory knowledge to quickly identify and evaluate emerging C&I community solar opportunities.
2. Thorough review and diligence process based on our extensive market experience contracting 250+ MW of C&I community solar subscriptions.
3. Insight into financeability and contracting of community solar subscriptions, allowing customers to capture the best opportunities with the least amount of risk.
4. An agile core team creates low overhead but with access to the broad institutional resources of a Fortune 500 company, reducing cost without sacrificing quality.
5. Direct Energy is the only advisor whose team has successfully developed projects, been an offtaker for renewable projects (1.8 GW in 2020), and advised customers on projects.
6. Ability to explore unique integration of REC procurement for a more holistic offering.

Additionally, please see our answer to question 4.15 for information on our capabilities to provide the County RECs and carbon offsets.

3.9 Proposer shall include a completed "Vendor Responsibility Questionnaire" (Attachment "C") with the Proposal.

Please see **Section VI: Mandatory Documentation** for Direct Energy's completed "Vendor Responsibility Questionnaire".

3.10 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

Acknowledged.

Resumes - Resumes of professional staff members who will be involved in the County engagement must be included in this section.

Stephen Mueller, Ronald Aberizk, AnneMarie Esteves, Steve Daer, and Lars Cleath will be involved in County engagement. Below please find these staff members' contact information. Additionally, please see our answer to question 3.2 above for members' background with the County and experience in the energy sector.

Stephen Mueller
Senior Account Executive
Phone: 518.495.7521
Stephen.Mueller@directenergy.com

Ronald Aberizk
Sales Manager, Upstate New York
Phone: 860.302.4631
Ronald.Aberizk@directenergy.com

AnneMarie Esteves
Senior Sales Analyst
Phone: 732.781.0483
AnneMarie.Esteves@directenergy.com

Steve Daer
Senior Energy Advisor
Phone: 412.525.9604
Stephen.Daer@directenergy.com

Lars Cleath
Manager
Phone: 412.819.2703
Lars.Cleath@directenergy.com

Section III: References

References - The References section must include references from similar type projects.

Below please find two references as required by the RFP.

Name	Address	Contact Person	Phone/Email
Picotte Companies	20 Corporate Wood Boulevard Albany, New York 12211	Robert Daly, Vice President	518.465.4747 rdaly@picotte.com
SI Group	2750 Balltown Road Schenectady, NY 12301	George Grudev, Director, Strategic Sourcing	203.543.8776 geroge.grudev@siigroup.com

Section IV: Plan Implementation

Plan Implementation - The Plan Implementation Section must address the Scope of Services in terms of the proposer's plan to carry out the requested service.

4.1 The ESCO shall obtain the latest account and usage information (Appendix A) directly from the LDC's to develop their proposal and proposed cost savings estimates. The ESCO shall provide electrical supply services as specified herein and including the following requirements:

4.1.1 Electric supply for all County Accounts identified in Appendix A
Acknowledged.

4.1.2 Contract Term as specified in Section 5 with the contract date commencing on August 1, 2021.
Acknowledged.

4.1.3 Supply Structure shall be a managed Load Following Block and Indexed (LFBI) product.
Acknowledged. Please see our answer to question 4.1.3.4 below for more information on Direct Energy's Load Following Block and Index product.

4.1.3.1 The index portion to be Load Zone F, day ahead pricing plus adder with all ancillaries, capacity and losses included (all cost included under the adder).
Acknowledged.

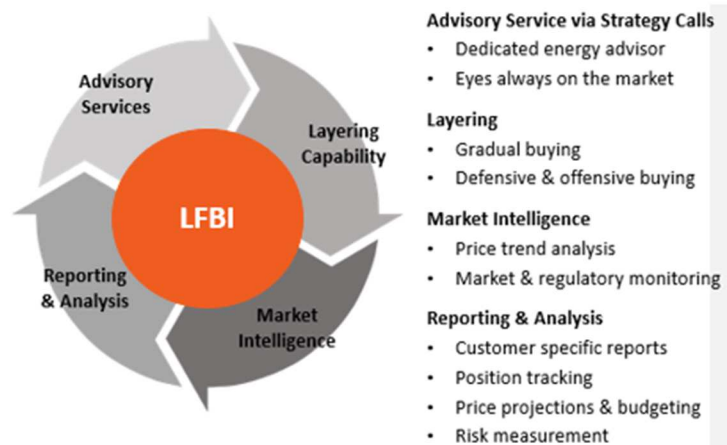
4.1.3.2 The initial contract will be 100% indexed with the County reserving the right to lock in fixed "blocks" at a later date.
Acknowledged.

4.1.3.3 The ESCO is to provide price adder including a breakdown of all applicable pass through components and estimates. Total cost of the adder shall be for the full contract term identified in Section 5 and listed in dollars per megawatt hours.
Acknowledged.

4.1.3.4 The ESCO shall submit the procedure under which the County may purchase load following blocks of forward supply and how the ESCO can actively manage various solutions with a long-term approach that is effectively regardless of energy price levels.

Load Following Block and Index (LFBI) Product

Direct Energy's LFBI product structure is the platform that provides the capability to manage risks associated with energy supply procurement. Additionally, based on current market fundamentals and pricing, the LFBI product structure is the best energy solution for the County.



Layering Capability

LFBI allows the County to structure power purchases with a layered strategy of fixed and market-based purchases. With its unique combination of budget stability and purchasing flexibility, this strategy would allow the County to fix up to 100% of its load. The remaining power supply is purchased and billed at index-based prices.

Blocks can be purchased for any designated month(s). Fixed blocks may be purchased for future months both at the outset of the contract and incrementally during the course of the year. These Around the Clock (ATC) blocks may span from a minimum duration of one month to the remaining number of months in the contract term.

LFBI provides the County with the same benefits of a fixed price product with the added advantage of being able to fix a specific month or term(s) at any-time during the contract term.

Additional benefits include:

- Flexibility in when, how much, and how long the County chooses to lock in its power supply.
- Float the market in pursuit of advantageous pricing.
- Minimize the risk of locking into a fixed price or long-term contract when the market is at relative highs.
- Set pre-authorized Trigger and Price Alerts to better manage risk and budgets.

Dedicated Energy Advisor

The Energy Advisory team monitors market conditions as they relate to customers on a local, state, and national level. The advisors also work closely with Direct Energy's internal resources, including Direct Energy's Pricing, Sustainability, Meteorologist, Regulatory Affairs, and specialized Market Analytical teams; providing updates to customers on important initiatives that may potentially impact them.

The dedicated energy advisor will execute transactions as directed by the customer. In addition to providing market intelligence, the advisor will utilize and provide advanced analytics to develop a customized buying strategy to support the County's business goals and objectives.

The advisor will also monitor and report any price triggers or targets. Alerts will be provided as prices move and/or if targets or triggers levels are attained. Please note that Steve Daer, as mentioned in our answer to question 3.2 and the “Resumes” section, will serve as the County’s dedicated energy advisor and will be supported by Energy Advisory team management, Lars Cleath.

Experience

Our dedicated team of energy advisors delivers strategy service, analysis, and reporting to over 720 LFCB customers using over 10,000,000 MWh of electricity per year.

Reporting via EnergyPortfolio

A standard suite of reporting is available via the EnergyPortfolio online platform, a valuable resource for the County. Reports can be used for budgeting, cost projections, and risk management. Please see our answer to question 4.15 below for information on EnergyPortfolio’s reporting capabilities.

4.2 The ESCO shall agree to provide the electric supply to meet the County’s full usage requirements at the County facilities. ESCO’s will deliver electricity on the County’s behalf from the transfer point(s) to the respective LDC’s City Gate. The ESCO shall act as the County’s designated agent for the arrangement for delivery and transportation of electricity from transfer point(s) to the respective LDC’s City Gate. The ESCO will act on the County’s behalf to provide coordination functions thereunder, including but not limited to nominating, scheduling and balancing.

Acknowledged, as per the current contract terms between Direct Energy and the County. Please see **Appendix B: Commodity Master Agreement** for the County and Direct Energy’s current Commodity Master Agreement.

4.3 The ESCO will supply the County’s full requirements for electricity at all facilities listed in Appendix “A” on a firm basis and will be responsible for any penalties imposed by the LDC for failure to deliver. The County agrees to purchase all its electricity from the ESCO on a firm basis. The County shall notify the ESCO of any material change in expected energy consumption.

Acknowledged, as per the current contract terms between Direct Energy and the County. Please see **Appendix B: Commodity Master Agreement** for the County and Direct Energy’s current Commodity Master Agreement.

4.4 The County shall not be responsible for any penalties or load balancing charges for electricity required and used in excess of the nominated quantity, or for electricity required and used in quantities less than the nominated quantity. The County shall only be obligated to pay the ESCO for electricity actually used by the County.

Acknowledged, as per the current contract terms between Direct Energy and the County. Please see **Appendix B: Commodity Master Agreement** for the County and Direct Energy’s current Commodity Master Agreement.

4.5 Failure on the part of the ESCO to properly notify National Grid regarding the County's monthly electricity supply service needs resulting in a failure of the required electricity to be delivered to the retail distribution receipt point shall not be considered a Force Majeure condition. The ESCO shall be responsible for any financial losses to the County, resulting from errors or omissions by the ESCO, and shall reimburse the County for such losses.

Acknowledged, as per the current contract terms between Direct Energy and the County. Please see **Appendix B: Commodity Master Agreement** for the County and Direct Energy's current Commodity Master Agreement.

4.6 Curtailment of one or more electric transmission lines or generating facilities shall not be considered a force majeure situation if the ESCO continues to routinely transport electricity, in which case the ESCO is expected to fulfill the obligations of any contract resulting from this bid.

Acknowledged, as per the current contract terms between Direct Energy and the County. Please see **Appendix B: Commodity Master Agreement** for the County and Direct Energy's current Commodity Master Agreement.

4.7 The ESCO shall maintain records of the metering, measurement and such other records as are necessary to accurately quantify the electricity delivered to the retail distribution receipt point and purchase by the County. The ESCO shall comply without charge to the County, any and all such requests upon reasonable notice by the County to obtain and examine such records.

Acknowledged, as per the current contract terms between Direct Energy and the County. Please see **Appendix B: Commodity Master Agreement** for the County and Direct Energy's current Commodity Master Agreement.

4.8 The ESCO shall warrant good title to all electricity transported to the retail distribution receipt point, have the right to sell the same to the County and further warrant that the electricity is free from lien's and adverse claims of every kind. The ESCO shall provide to the County, if requested, documentation for and attest to the validity of all electricity purchase contracts supporting the ESCO's agreement to supply the County electricity supply service needs as specified in this bid.

Acknowledged, as per the current contract terms between Direct Energy and the County. Please see **Appendix B: Commodity Master Agreement** for the County and Direct Energy's current Commodity Master Agreement.

4.9 Title to all electricity sold and purchased hereunder shall pass to the County when the ESCO delivers such electricity to the retail distribution receipt point.

Acknowledged, as per the current contract terms between Direct Energy and the County. Please see **Appendix B: Commodity Master Agreement** for the County and Direct Energy's current Commodity Master Agreement.

4.10 The ESCO shall render to the County a separate monthly invoice for each account for all electricity purchased from the ESCO for each account designated on Appendix "A". The ESCO may, in lieu of separate monthly invoices for each account, submit a monthly summary invoice per County Department in which each account is itemized.

Acknowledged.

4.11 ESCO's are to provide information on generation capabilities, ownership and at what capacity and voltage.

Access to Capacity Resources and Transmission Facilities

Direct Energy's parent company, NRG, has the capacity to dependably supply electricity to municipal customers of any size. NRG owns and operates over 30 generation assets nationwide and currently provides 2,906 MW of nameplate capacity in New York. In addition, our portfolio of approximately 23,000 MW of diverse energy assets makes NRG the leading integrated energy provider in North America. NRG maintains this large, diverse supply portfolio to ensure constant, quality supply for our customers

Additionally, Direct Energy maintains a 24-hour operation for buying and selling in both retail and wholesale markets. We have contracts in place with a broad network of top energy merchants, financial institutions, and brokers providing a platform for risk mitigation and delivery certainty. Direct Energy purchases and sells power from the wholesale market on an hourly, daily, weekly, and monthly basis. After buying or selling the power, Direct Energy then schedules the energy with the control areas. This process entails buying and scheduling transmission and ancillary services and properly creating and submitting NERC tags (via OATI software) to the control areas. Our retail and wholesale schedules are confirmed with the control areas to ensure flow prior to the start and end of the schedule for flow verification.

4.12 Describe what alternatives are available for aggregating all or partial County accounts and the advantages or disadvantages of each alternative.

In any aggregation, whether self-contained amongst a county or consisting of various contracting entities, accounts ultimately subsidize one another due to load factor. Because the County has their own group of accounts, by combining the accounts together the County is receiving the best possible combination of account contracting. When transacting blocks, the combined size of aggregated accounts will earn the customer the size of the wholesale market. This allows for ease of transaction by executing one combined transaction rather than numerous distinct transactions.

4.13 The ESCO shall meet quarterly with the Energy Advisory Group to discuss the County's current budget for electricity and future forecasting through the entire term of the contract.

We will utilize the expertise of the various team members described throughout our response and can put together a comprehensive report to summarize historical costs and well as future price projections.

4.14 It should be noted that all County facilities listed in this RFP continue to pursue energy efficiency projects that would conserve energy consumption. Albany County also reserves the right to use other sources of energy such as micro-grids, solar farms, cogeneration, etc.

Acknowledged.

4.15 It is the desire of the County to have the following services included in this contract as value added services. ESCO's should note in their proposals if they have these types of services and expand on how these additional services will be provided to the County.

1. One point of contact for billing, pricing and contracting for gas and electric.

Stephen Mueller will continue to serve as the County's account representative and main point of contact for billing, pricing, and contracting for gas and electricity. Steve Daer and Lars Cleath will aid Stephen in the LFBI product and reporting.

Additionally, as a Direct Energy customer, the County will have access to Direct Energy's award-winning customer service and a Customer Relations team to back up Stephen. Please see below for additional information.

Customer Service

Direct Energy is committed to providing outstanding customer service in all interactions with our customers. We leverage the synergies of our technology infrastructure and experienced personnel to gain insight into the needs of our customers. Our team provides simplified problem-solving processes, excels at efficiently exchanging information internally, and provides a best-in-class customer experience. Our Direct Energy Customer Relations team addresses all customer inquiries and the in-house Customer Relations center is staffed Monday through Friday, 8:00 a.m. – 6:00 p.m. ET. All representatives in the team are trained to respond to inquiries from our entire customer base, allowing for uninterrupted coverage for all callers and those sending emails. Inquiries are received via our toll-free phone number, fax, email, or standard mail. Inquiries include, but are not limited to read accuracy, payment application, charge accuracy, enrollment questions, address changes, facility closure, balance inquiries, and electricity outages.

2. On line account access

3. On line market information

4. On line trigger Alerts

Please see below for information regarding questions 2-4.

Direct Energy has two online platforms on which the County can view its energy information and pull reports from. The first is [MyAccount](#), which contains invoice analysis, usage history, and payment information. In MyAccount there are many different reports available to better understand the variables that impact the County's bottom line, including account level data, contract performance, and usage changes. Secondly, through Direct Energy's LFBI product, the County will also have access to [EnergyPortfolio](#). Please see below for detailed information on what both platforms can offer the County.

Online Platform: MyAccount

As a standard offering to our large customers, the County will have access to usage data and monthly bills online in the MyAccount web platform. Our web-based account platform provides the ability to view, download, and print invoices directly online. Historical invoices are available for up to 24 months, and usage can be exported for analysis as needed. The County will have access to review all historical consumption reports as well as invoices. The ability to make updates to certain account information is also available online. The Direct Energy MyAccount platform can be found at <https://myaccount.directenergy.com/>.

Key features of the MyAccount platform include the following:

- See an overview of all electricity and natural gas accounts.
- Compare monthly usage and spend data for each account to monthly usage and spend totals from last year.
- Set up paperless billing.
- Pay invoices online if any accounts are eligible for online bill-pay.
- Set usage and spend alerts.
- Grant third-party access to account.
- Gain insights by generating pre-set reports from account data. (Please see below for more information about MyAccount's reporting capabilities.)

Usage and Spend Alerts

On the “Set Usage and Spend Alerts” page in MyAccount, customers can monitor their monthly usage and energy spend by tracking the differences in their utility meter reads. When customers’ usage or spend varies from the previous meter read by a specific percentage that they set, MyAccount sends an email alert notifying customers of the variance.

Market Alerts

Also in the MyAccount platform, customers can monitor natural gas price movement (based on NYMEX settlements at Henry Hub), along with several regional electricity price indices, and receive an alert(s) when the commodity price moves above or below specified levels. When customers set a market alert, if the market price (of whichever price index/indices) exceeds the designated high/low price, customers will receive an email and a message in MyAccount.

Reports

In the MyAccount platform, customers will find a listing of the preset reports available to run against their account data. Depending on which services customers have, they may have access to more or less reports than described here:

- **Invoice Summary Report:** The Invoice Summary Report allows customers to select one or all of their accounts and set a date range to export to Excel. The result is a worksheet that lists key “summary” components from customer invoices, and the corresponding data, for the timeframe they set.
- **Invoice Detail Report:** The Invoice Detail Report breaks out all of the individual line items on a customer’s bill into a convenient spreadsheet. Customers can select the timeframe and one account/all accounts they would like to view.
- **Electric Billing Backup Report:** The Electric Billing Backup Report is available to customers who are priced hourly and provides the details behind how their monthly bill is calculated.
- **Contract Performance Report:** The Contract Performance Report allows customers to view their contracted volume and costs versus their actual.
- **Trigger History Report:** The Trigger History Report allows customers to view the triggers they have in place for the selected accounts.
- **Usage Report:** The Usage Report allows customers to see their commodity usage for a specified timeframe for one or all of their accounts. Customers can set their date range, download, or print a PDF of the usage graph and export this report to Excel. For a detailed explanation of how to create a Usage Report, check out our “how-to” video on [Usage Reports](#).
- **Payments Report:** The Payments Report allows customers to see their historical payments (how much and what method they used to pay) for one or all of their accounts and export this data to Excel.
- **Service Locations Report:** The Service Locations Report allows customers to view their service locations for one/all of their accounts and export the details to Excel.

Additionally, please visit the following link for a video that showcases the various features of our online platform: <https://business.directenergy.com/direct-energy-business-myaccount-features>.

Online Reporting and Market Intelligence Platform: EnergyPortfolio

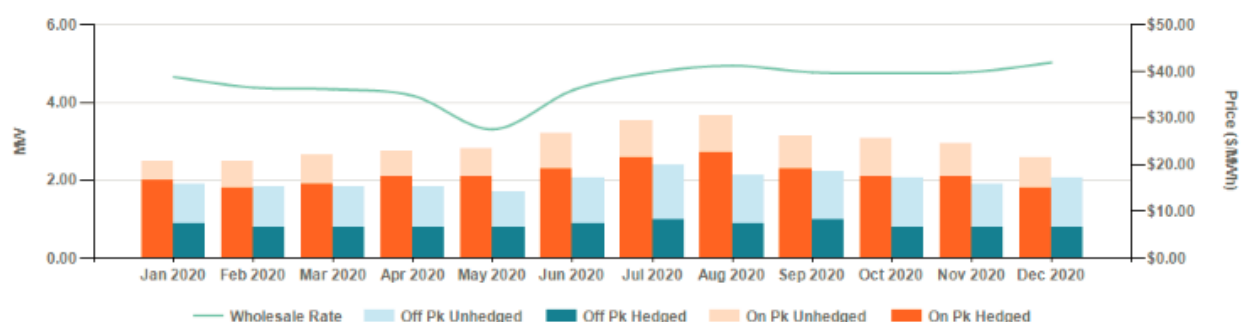
Through our LFB product, the County will also have its usage, cost, and position data available on-demand in [EnergyPortfolio](#), Direct Energy’s premier energy management and reporting platform. This platform houses an array of reports to help the County understand as well as manage its energy use, expenditure, and strategy. These reports are routinely updated to ensure accurate data is available. The platform

provides monthly, as well as fiscal year views, and will be available to the County at whatever frequency is desired. Although the County will have direct access to these reports, authorized personnel may also choose to receive them directly from their advisor.

Direct Energy also has a large array of market intelligence reports that we can provide to the County at any desired frequency in the EnergyPortfolio platform. These reports can help illustrate the current market outlook and provide context for current pricing, showing how today's market compares against recent and historical levels. Below are a few examples of these reports.

Hedge Monitoring Report

This report shows past, present, and future month energy spend. For future months, it provides a cost estimate for both energy and non-energy components and lists projected costs for each component that is passed through. For past months, it will show each month's breakdown of billed charges. Additionally, this report shows index exposure levels by month, comparing hedged energy against the County's forecast. Lastly, it can compare the County's monthly spend against various benchmarks. The County can see how past performance fared versus its set benchmark and see if it is projected to beat its benchmark for future months. Please see below for an example of this report.



		Actual	Actual	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
Portfolio Summary	Details	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020	Jul 2020	Aug 2020	Sep 2020	Oct 2020	Nov 2020	Dec 2020	Total
Total Wholesale Rate (\$/MWh)	Total	\$36.85	\$36.56	\$36.22	\$34.82	\$27.63	\$36.02	\$39.81	\$41.27	\$39.84	\$39.66	\$39.90	\$41.94	\$37.71
Estimated DE Adders Rate (\$/MWh)	Total	\$17.89	\$17.84	\$17.66	\$17.97	\$16.30	\$17.07	\$31.16	\$30.63	\$37.57	\$21.59	\$18.33	\$18.60	\$21.88
Total		\$56.74	\$54.40	\$53.88	\$52.79	\$43.93	\$53.09	\$70.97	\$71.90	\$77.41	\$61.25	\$58.23	\$60.54	\$59.59

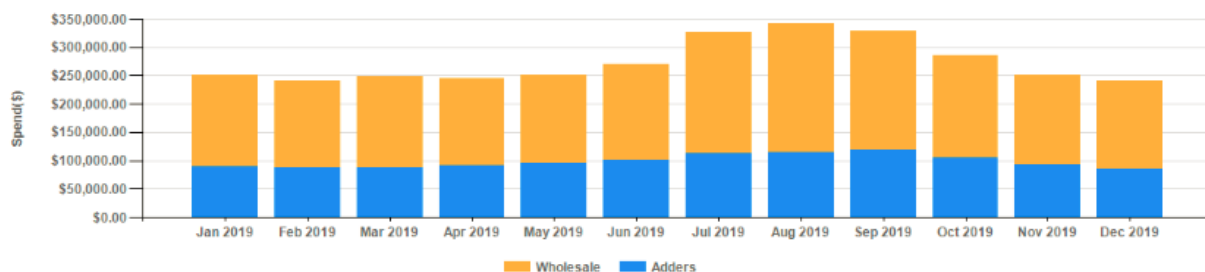
Demand Summary	Execution Date	Block Type	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020	Jul 2020	Aug 2020	Sep 2020	Oct 2020	Nov 2020	Dec 2020
On Peak Demand (MW)		On Peak	2.50	2.50	2.65	2.75	2.81	3.20	3.53	3.65	3.13	3.06	2.98	2.80
Off Peak Demand (MW)		Off Peak	1.89	1.83	1.84	1.84	1.71	2.05	2.40	2.11	2.23	2.05	1.90	2.05
On Peak Hedged (MW)		On Peak	2.00	1.80	1.90	2.10	2.10	2.30	2.80	2.70	2.30	2.10	2.10	1.80
Off Peak Hedged (MW)		Off Peak	0.90	0.80	0.80	0.80	0.80	0.90	1.00	0.90	1.00	0.80	0.80	0.80

Price Summary	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020	Jul 2020	Aug 2020	Sep 2020	Oct 2020	Nov 2020	Dec 2020	Total
On Pk Hedged Price (\$/MWh)	\$45.00	\$45.53	\$45.34	\$44.85	\$45.12	\$45.08	\$44.80	\$44.89	\$45.08	\$44.85	\$44.85	\$45.22	\$45.01
Off Pk Hedged Price (\$/MWh)	\$34.16	\$34.44	\$34.44	\$34.44	\$34.44	\$34.16	\$33.95	\$34.16	\$33.95	\$34.44	\$34.44	\$34.44	\$34.27

Percentage Summary	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020	Jul 2020	Aug 2020	Sep 2020	Oct 2020	Nov 2020	Dec 2020	Total
On Peak Hedge (%)	80%	72%	72%	76%	75%	72%	74%	74%	74%	69%	71%	69%	73%
Off Peak Hedge (%)	48%	44%	43%	44%	47%	44%	42%	43%	45%	39%	42%	39%	43%
ATC Hedge (%)	68%	62%	62%	66%	65%	63%	63%	64%	63%	59%	61%	58%	63%

Cost Component Report

The cost component report presents invoiced data in a simple and friendly format. It allows the County to view previous months' billed data as well as see the current month's charges for the upcoming invoice. Also, this data can be viewed on the account level, allowing the County to understand how each account affects the bottom line.



Usage (MWh)	Jan 2019	Feb 2019	Mar 2019	Apr 2019	May 2019	Jun 2019	Jul 2019	Aug 2019	Sep 2019	Oct 2019	Nov 2019	Dec 2019	Total
On-Peak	2,945	2,839	2,971	3,203	3,129	3,454	3,625	3,091	3,344	3,338	2,828	2,825	36,090
Off-Peak	1,797	1,551	1,841	1,755	1,875	2,097	2,114	2,093	2,256	1,781	1,718	1,778	22,657
Total	4,742	4,390	4,812	4,958	5,004	5,551	5,739	5,184	5,600	5,119	4,546	4,603	60,747

Spend (\$)	Details	Jan 2019	Feb 2019	Mar 2019	Apr 2019	May 2019	Jun 2019	Jul 2019	Aug 2019	Sep 2019	Oct 2019	Nov 2019	Dec 2019	Total
El Wholesale	Wholesale Energy 1	\$200,888.19	\$251,999.08	\$210,002.58	\$157,665.44	\$145,004.39	\$184,183.38	\$203,841.19	\$226,205.77	\$198,514.57	\$173,269.57	\$173,396.26	\$161,829.01	\$2,299,369.43
	Wholesale Energy 2	(\$52,239.70)	(\$108,141.46)	(\$64,054.06)	(\$10,389.47)	\$2,583.54	(\$21,397.58)	\$1,851.61	(\$10,322.87)	\$1,177.38	(\$1,701.61)	(\$24,008.64)	(\$13,179.92)	(\$300,072.78)
	Wholesale Energy 3	\$6,746.20	\$10,182.23	\$8,235.49	\$6,723.39	\$6,480.43	\$6,288.37	\$8,859.01	\$9,019.49	\$10,313.24	\$9,026.99	\$7,448.48	\$7,305.49	\$97,568.81
	Ancillary Services	\$10,659.14	\$9,442.59	\$8,480.98	\$11,950.82	\$11,707.61	\$7,008.08	\$11,082.87	\$10,588.43	\$12,974.83	\$9,418.42	\$15,188.29	\$8,148.70	\$126,690.76
El Adders	CAISO Mgmt Fees	\$2,625.66	\$2,300.44	\$2,540.53	\$2,591.82	\$2,776.79	\$2,949.94	\$3,939.70	\$3,088.37	\$2,828.64	\$2,691.37	\$2,547.52	\$2,476.13	\$33,333.91
	Direct Energy Fees	\$12,556.28	\$9,615.77	\$10,901.19	\$11,205.22	\$11,701.05	\$12,429.33	\$13,633.75	\$13,912.05	\$12,711.65	\$11,775.83	\$10,502.11	\$10,150.80	\$141,215.93
	Loss Charges	\$13,115.09	\$15,096.94	\$13,668.14	\$9,960.28	\$9,220.43	\$11,697.45	\$12,851.56	\$14,230.71	\$12,471.65	\$10,913.74	\$10,915.61	\$10,163.38	\$145,174.98
	Meter Install Charge	\$0.00	\$1,114.11	\$155.52	\$1,482.88	\$759.37	\$452.10	\$1,227.77	\$727.62	\$427.62	\$1,155.24	\$3,667.98	\$2,930.13	\$14,130.22
	Renewable Energy	\$21,999.21	\$19,806.33	\$22,764.51	\$24,085.99	\$25,416.93	\$26,384.40	\$28,022.25	\$28,638.31	\$26,474.27	\$25,048.94	\$21,922.95	\$20,914.91	\$291,468.91
	Resource Adequacy	\$27,839.11	\$26,987.26	\$29,170.37	\$30,405.01	\$33,444.30	\$39,310.01	\$41,552.17	\$44,081.75	\$50,842.73	\$43,753.47	\$29,147.45	\$30,983.32	\$429,496.95
	Telecomm Charges	\$0.00	\$419.22	\$419.22	\$239.99	\$418.67	\$418.67	\$395.52	\$422.50	\$422.50	\$441.84	\$352.50	\$352.50	\$4,273.13
	Total	\$250,139.18	\$241,622.51	\$248,334.47	\$245,921.37	\$250,264.41	\$269,724.15	\$327,004.40	\$341,472.13	\$329,159.28	\$285,793.70	\$261,080.40	\$242,134.25	\$3,282,650.25

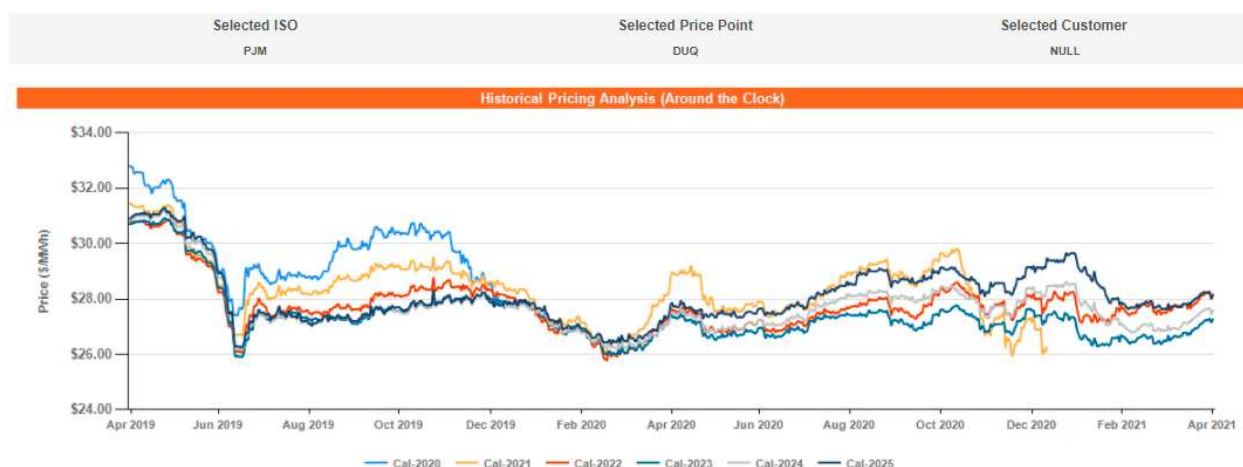
Hedge Target Tracking

The County has the option to set targets for strips of energy that it may wish to buy. These targets are managed and kept in EnergyPortfolio. When creating a target, the County will be able to instantly see the current indicative price of its desired strip, as well as set a target price. EnergyPortfolio will monitor the daily price changes against the County's target price and will notify the County via email if its target has been reached. There is no limit to the number of targets the County may track, and all targets will be organized in one screen for easy viewing. Lastly, the County has the option to create these targets in EnergyPortfolio, or alternatively, their advisor can facilitate this request.

Approved and Observed Targets										 Delete		 Download	
<input type="radio"/>	Description	Portfolio	Type	Customer	Block Type	Purchase Point	Status	Approved By	Indicative Price +	Target Price	Variance	Created On	
<input type="radio"/>	PP_Sam_CA_Jan_2021_12_131_2_On Peak	Sample PGE	Portfolio	Sample PGE	On Peak	PGE	OBSERVED	Bryan Eckert	\$ 40.82	\$ 38.00	\$ 2.82	05-06-2020	
<input type="radio"/>	PP_Sam_CA_Jan_2021_12_131_2_Off Peak	Sample PGE	Portfolio	Sample PGE	Off Peak	PGE	OBSERVED	Bryan Eckert	\$ 35.05	\$ 34.00	\$ 1.05	05-06-2020	

Historical Analysis

This report illustrates the trend of wholesale power prices over time. Through the EnergyPortfolio platform, the County can create custom views of this chart to plot various strips over different time periods to see how the market has evolved. The County's Direct Energy advisor can provide context into what drove the movement and educate the County on the factors that could impact future price movement.



Billing Services

Direct Energy will invoice each customer account on a monthly basis for all ESI IDs. Each invoice will present commodity usage and cost. Additionally, supplemental reporting detailing usage and billing can be provided upon request. The invoice amount will be based on actual data provided by the local host utility. If the actual usage data is not provided in a timely manner, Direct Energy may use estimated data to calculate the County's invoice and, upon receipt of actual data, reconcile the charges, and adjust them as needed in subsequent invoices.

5. Peak load Alerts

As an LFBI customer, the County is eligible to receive Peak Load Contribution (PLC) notifications. These notifications include both emails and peak demand reports. Please see **Appendix C: PLC Notifications** for a PLC notification email and peak demand report sample.

6. Trigger desk access

The County will have trigger desk access through the energy advisors described above as well as Stephen Mueller.

7. Solutions Services that included Building services, Solar, CNG stationary and fleet.

In addition to the Community Solar program referenced in our answer to question 3.8 above, the County will also have access to NRG's sustainability energy advisory services. Please see below for more information on the various sustainability advisory services that NRG can provide.

NRG's Sustainability Energy Advisory Services

NRG's Sustainable Energy Advisory (SEA) team offers the expertise of one of the nation's largest energy companies. We combine the capabilities of a large, competitive power generator and retail electric provider with the insight of subject matter experts in sustainability, energy efficiency, renewables, regulatory affairs, commercial operations, distributed generation, and emerging clean technologies. We offer the flexibility of a technology- and developer-agnostic partnership that builds on our core competencies to thrive in complex energy markets to the benefit of people, the planet, and profits.

Because we have extensive experience as a vertically integrated company across the energy value chain, we understand what it takes to design, develop, integrate, and implement energy strategies within the

context of complex market dynamics. NRG's SEA team is committed to applying expertise collected over the last decade of public sector climate action planning to create a next-generation renewable energy strategy or climate action plan for the County. The team utilizes in-depth knowledge and key skills while aligning with the needs of municipalities for optimal results.

The renewable solutions the SEA team brings to clients starts with the client's goals, logistics, and energy usage. From here, the optimal approach can emerge, driven by our energy expertise and market knowledge. This is how we make renewables possible in forms that include renewably sourced energy plans from a third-party developer with no onsite installation or other customized solutions. Getting to what's right involves a consultative process and a flexible mindset. Specifically, here's what we focus on with each renewable energy customer:

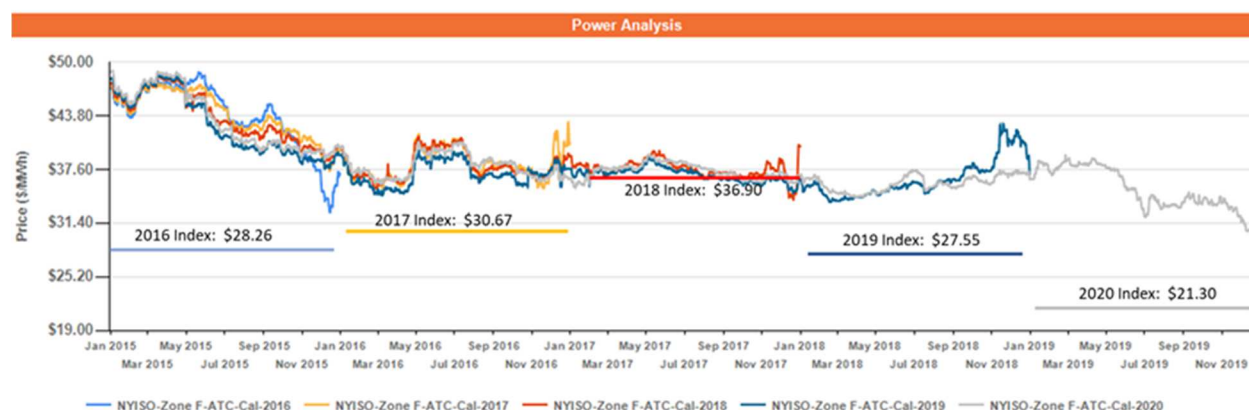
- Current Situation:** Each customer's sustainability goals, current energy usage, and site logistics.
- Renewable Possibilities:** All options analyzed in terms of feasibility, impact, efficiency, and delivery.
- Recommended Option:** A tailored renewable solution and a delivery plan to make it happen.

NRG is highly skilled in developing strategic sustainability commitments, participating in collective corporate action, and reporting to sustainability aggregators to track those commitments. NRG adheres to standards and guidelines set by RE100, the Task Force on Climate-related Financial Disclosures (TCFD), CDP (formerly the Carbon Disclosure Project), Global Reporting Initiative (GRI), and the Sustainability Accounting Standards Board (SASB). NRG uses the standards set forth by these organizations as a reporting and accountability mechanism.

To benchmark our recommendations from our renewable energy advisory services, the NRG SEA team uses the criteria set forth by the following organizations: the Renewable Energy Buyers Alliance (REBA), of which NRG is a founding member; Energy Information Administration (EIA); Emissions and Generation Resource Integrated Database (eGRID), created by the EPA; and aggregators of renewable deployment.

8. Trader info and access. To include consultative services one on one and to offer market insight.

Our Energy Advisory team works closely with Direct Energy's internal resources, including Direct Energy's Pricing, Sustainability, Meteorologist, Regulatory Affairs, and specialized Market Analytical teams in order to provide our customers with the most up-to-date market analysis and insight. Please see below for an example of a market analysis and potential opportunity for LFBFI customers such as the County.



As shown on the previous page, four of the past five years have seen the calendar day-ahead prices settle substantially below where it would have been purchased in the forward market. Since 2015, the only time a customer would have won with a fixed price would have been if they bought for 2018.

9. Green energy (REC's) for gas and electric carbon foot print offset

Direct Energy and its parent company NRG have extensive experience procuring and supplying RECs and carbon offset to subsidize both energy usage and gas emissions. Please see below for more information.

Benefits of Purchasing RECs and Carbon Offsets

Purchasing RECs and carbon offsets offers the following benefits to large customers:

- Immediately meet sustainability goals while longer-term carbon reduction activities are implemented
- Promote clean energy project development and efficiency practices that curb pollution and align with carbon emissions policies
- Achieve an advantage of being a sustainable community by negating or diminishing GHG emissions
- Enhance residents' interest by reducing carbon footprint
- Generate goodwill and heighten awareness with stakeholders and residents

Renewable Energy Credits

Direct Energy can offer voluntary Renewable Energy Credits (RECs) to customers with retail electricity supply to represent renewable energy for up to 100% of a customer's supply. We maintain in-house expertise to procure renewable energy at the wholesale level, assist customers in structuring their retail procurements, and provide retirements and documentation of their purchases.

We procure RECs to meet the County's needs in excess of any state requirements (RPS) that apply to our overall portfolio. RECs are retired through the trading program administrator in the amounts the County requires and are then balanced against the County's contracted requirements to ensure that we have procured and retired RECs specifically on the County's behalf.

Direct Energy can provide a cost for Green-e certified RECs, or other similar products, in accordance with the County's preferences. Green-e is the nation's leading independent certification program for renewable energy and greenhouse gas emission reductions in the retail market. REC validation is established through the Green-e certification process which includes audits and supplier attestations. Please see <https://www.green-e.org/certified-resources> for more information.



REC Monitoring Program

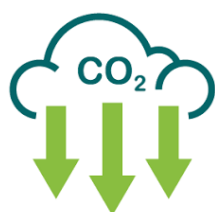
Direct Energy maintains a standard program of tracking and closely monitoring RECs. To maintain compliance, all REC positions are booked into Align, an energy trading application, and RECs are tracked and administered by a REC trading program administrator in each of the various states or regions. REC allocation is based on the load ratio share for each provider and annual, internal audits on all REC contracts are performed and reviewed by a cross-functional team.

Direct Energy procures RECs in excess of any state RPS requirements that apply to our overall portfolio. Our risk management group tracks the state-defined RPS obligations, while an independent third-party regulatory group monitors the RPS requirements.

Direct Energy's REC hedging policy is well-documented, ensuring that all third-party REC purchases follow the standard risk confirmation process. Obligations, both mandatory and voluntary, are hedged on a portfolio level and a REC position report is published weekly and reviewed.

Direct Energy retires RECs through the trading program administrator and balances REC purchases and retirements against the contracted requirements to ensure that RECs have been procured and retired specifically on the customer's behalf. Customers purchasing voluntary RECs are eligible to receive a REC certificate or proof of purchase when the contract is signed and may receive copies of REC retirement documentation upon request. In addition, annual internal audits are performed on all settlement and billing validations.

Carbon Offsets



Direct Energy's parent company, NRG offers access to a large portfolio of projects, including methane capture from landfills and livestock, industrial carbon sequestration, and forestry projects. In addition, NRG has the necessary infrastructure to purchase, hold, and retire offsets on the County's behalf. We will work with the County to procure the most appropriate types of carbon offsets in order to effectively mitigate its GHG footprint as a result of gas products.

Verification

When NRG created its carbon offset products, it was critical to verify that the emission reductions generated by the projects we support are actually occurring. As a result, we source our carbon offsets using industry-leading third-party certification standards, such as the Verified Carbon Standard (VCS) and Climate Action Reserve (CAR). These standards ensure that prior to onboarding, offsets are real, permanent, and verifiable.



Project verification plays an important role in tracking carbon dioxide emissions and subsequent reporting. The scope of every project is different. However, at minimum, the below verification steps are followed by both CAR and VCS for every project, no matter the size.



- Notification of verification activities and a case-by-case evaluation of conflict of interest
- A desk review and project site visit, which entail the following:
 - Identifying emissions sources and assess risk of material misstatements
 - Reviewing methodologies and management systems
 - Verifying emission reduction calculations
- Submission of a verification report, list of findings, and verification statement to CAR or VCS

Numerous electronic registries exist to support and track the standards listed above, and NRG holds accounts on several to transact in the most transparent and verifiable way possible.

10. Multiple Natural gas and electric commodity products.

At this time Direct Energy is offering an LFBI energy product. Outside of this RFP, Direct Energy supplies the County with a fixed natural gas product. We can also offer the County access to our Community Solar program as well as RECs and carbon offsets to help support the County's business goals and objectives.

Section V: Cost Proposal Section

Cost Proposal Section - The Cost Proposal Section must include all costs associated with the proposer's plan to carry out the requested service. Any cost proposal forms furnished by the County must be included in this section.

Please see the following pages for our completed and signed "Proposal Form" which includes the County's "Cost Proposal Form". These costs are for Direct Energy's Load Following Block and Index (LFBI) product. Please see below for a pricing component breakdown for this product. Additionally, please see **Appendix D: Transaction Confirmation** for the associated "Transaction Confirmation" document. Please note that the **MEGA/Energy Next Fee is included in our product pricing**.

Load Following Block and Index (LFBI) Product

Pricing Component Breakdown	Included	Not Included
Day Ahead Zone F Adder	X	
Ancillary Costs	X	
Capacity	X	
MEGA/Energy Next Fee	X	
CES		X
TOTS		X
Losses		X
Energy		X

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Firm Electric Supply from Energy Service Companies
Proposal Number: 2021-101

THIS PROPOSAL IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
- ~~2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County's Notice of Award.~~
3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

- (a) Proposer has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date	Number
July 7, 2021	Addendum #1
July 14, 2021	Addendum #2
July 15, 2021	Addendum #3
July 19, 2021	Addendum #4

(receipt of all of which is hereby acknowledges) and also copies of the Notice to Proposers and the Instructions to Proposers;

- (b) Proposer has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Proposer deems necessary;

****2. With the exception of the items listed in the Exceptions section of the proposal, Proposer acknowledges and agrees to all terms and conditions within the Instructions to Proposers. Non-pricing related items shall remain valid for ninety (90) days after Proposal opening.**

- (c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.
4. Proposer will complete the Work for the following prices(s): (Attach Proposal)
5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Proposal:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
7. Communication concerning this Proposal shall be addressed to:
- Stephen Mueller
-
- Senior Account Executive
-
- Stephen.mueller@directenergy.com
-
- Phone: 518.495.7521
-
8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Firm Electric Supply from Energy Service Companies

Proposal Number: 2021-101

Fixed adder to New York Independent System Operator (NYISO) day ahead market price per kWh, load zone F.

SC- 3 Secondary (11 accounts)

\$ 1.050 cents per kWh

SC-3A Transmission (1 account)

\$ 1.050 cents per kWh

SC-3 Primary (2 accounts)

\$ 1.050 cents per kWh

SC-3 Sub-transmission (1 account)

\$ 1.050 cents per kWh

SC-2 (1 account)

\$ 1.050 cents per kWh

PROPOSAL IDENTIFICATION:

Title: Firm Electric Supply from Energy Service Companies
Proposal Number: 2021-101

COMPANY: Direct Energy Business LLC

ADDRESS: 910 Louisiana St.

CITY, STATE, ZIP: Houston, TX 77002


TEL. NO.: 713.537.3000

FAX NO.: N/A

E-MAIL: Stephen.mueller@directenergy.com

FEDERAL TAX ID NO.: 41-1724239

REPRESENTATIVE: Kane Kiester

SIGNATURE AND TITLE  Vice President, Sales

DATE 7.14.21

Section VI: Mandatory Documentation

Mandatory Documentation - The Mandatory Documentation Section must include: The NonCollusive Bidding Certificate (Attachment "A"), Acknowledgment by Proposer (Attachment "B"), and Vendor Responsibility Questionnaire (Attachment "C"); Iranian Energy Divestment Certification (Attachment "D").

Please see the following pages for document attachments A, B, C, D, and E as mandated by the County.

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation



Signature

Vice President, Sales

Title

Direct Energy Business, LLC

Company Name

7.14.21

Date

**2021.07.14 AcknowledgmentbyProposer- signed by KK and notarized.pdf**

DocVerify ID: 45EFE782-0682-4126-81E1-EF749B6AF634

Created: July 14, 2021 15:48:00 -6:00

Pages: 1

Electronic Notary: Yes / State: TX

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E-Signature Summary**E-Signature 1: Kane Kiester (KK)**

July 14, 2021 15:49:00 -6:00 [AB850D523F49] [73.166.35.197]
kane.kiester@directenergy.com (Principal)

E-Signature Notary: Elizabeth Wolford (EW)

July 14, 2021 15:49:00 -6:00 [98DEE85E5313] [73.166.35.197]
liz.wolford@nrg.com

I, Elizabeth Wolford, did witness the participants named above electronically sign this document.



ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of July, 2021, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

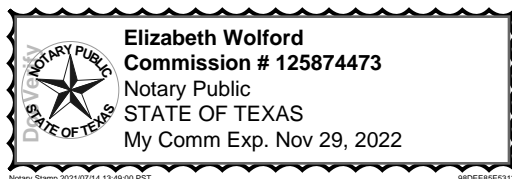
Commission Expires _____

If Corporation:

STATE OF Texas)
COUNTY OF Harris) SS.:

On this 14th day of July, 2021, before me personally appeared Kane Kiester to me known, who, being by me sworn, did say that he resides at (give address) 910 Louisiana St. Houston, TX 77002; that he is the (give title) Vice President of Sales of the (name of corporation) Direct Energy Business, LLC, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

This notarial act was an online notarization.



Elizabeth Wolford
Notary Public, State of Texas

Qualified in Harris County

Commission Expires November 29th, 2022

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 20____, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

**2021.07.14 Albany County Vendor Questionnaire signed by KK and notarized.pdf**

DocVerify ID: FEBD7015-2588-4D16-8384-E97C421087DA

Created: July 14, 2021 15:41:56 -6:00

Pages: 5

Electronic Notary: Yes / State: TX

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Go to www.docverify.com at any time to verify or validate the authenticity and integrity of this or any other DocVerify VeriVaulted document.

E-Signature Summary**E-Signature 1: Kane Kiester (KK)**

July 14, 2021 15:43:26 -6:00 [ECCE0EB4433F] [73.166.35.197]
kane.kiester@directenergy.com (Principal)

E-Signature Notary: Elizabeth Wolford (EW)

July 14, 2021 15:43:26 -6:00 [5AC4B1FC848E] [73.166.35.197]
liz.wolford@nrg.com
I, Elizabeth Wolford, did witness the participants named above electronically sign this document.



ATTACHMENT "C"

ALBANY COUNTY

VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: <input checked="" type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Direct Energy Business, LLC		3. IDENTIFICATION NUMBERS a) FEIN # 41-1724239 b) DUNS # 79-342-2213	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) directenergy.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 910 Louisiana St. Houston, TX 77002		7. TELEPHONE NUMBER 713.537.3000	8. FAX NUMBER N/A
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i> 115 Solar St., Suite 102 Syracuse, NY 13204		10. TELEPHONE NUMBER 315.234.5342	11. FAX NUMBER N/A
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Stephen Mueller Title Senior Account Executive Telephone Number 518.495.7521 Fax Number N/A e-mail stephen.mueller@directenergy.com			
Direct Energy Business, LLC is wholly owned by Direct Energy Services, LLC. Direct Energy Services, LLC is wholly owned by Direct Energy Marketing Inc., which is wholly owned by Centrica US Holdings Inc., which is wholly owned by NRG Energy, Inc., a publicly traded company on the New York Stock Exchange under the symbol NRG.			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:			
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 			
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 			

16.	<p>WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p>	
a)	<p>1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</p> <p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</p> <p>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;</p> <p>7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</p> <p>8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</p> <p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b)	<p>been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
c)	<p>been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <p>1. federal, state or local health laws, rules or regulations.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
17.	<p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES H HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p style="color: red; text-align: right;">Please see the attached page for explanation.</p>		
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <p>a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i></p> <p>b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p> <p>c) Property Tax <i>Indicate the years the vendor failed to file.</i></p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
20.	<p>IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES ¹ :	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;		
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.			

1 "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.



**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN # 41-1724239

State of: Texas)
) ss:
County of: Harris)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business Direct Energy Business, LLC

Signature of Owner 

Address 910 Louisiana St.

Printed Name of Signatory Kane Kiester

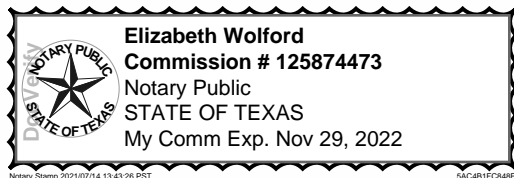
City, State, Zip Houston, TX 77002

Title Vice President, Sales

Sworn before me this 14th day of July, 2021;

Notary Public

Elizabeth Wolford




Signed on 2021/07/14 15:43:26 -6:00

Signature

07/14/2021

Date



Questionnaire #17 Explanation

Direct Energy Services, LLC owner of Direct Energy Business, LLC

PUC Docket 13-07-17

Date of Resolution: May 1, 2019

In June 2013, the Connecticut Public Utilities Regulatory Authority (PURA) opened an investigation into the trade practices of three electric suppliers in the state, which included Direct Energy (Direct). The PURA alleged that it had received numerous customer complaints regarding billing, slamming and quality of service against Direct. In October 2013, Direct Energy answered a series of interrogatories issued by the PURA. PURA staff and the Office of Consumer Counsel propounded additional interrogatories in mid-2015, which Direct Energy has answered. After nearly six years of regulatory review, PURA rendered a final decision in this proceeding in which in May 2019 that included a civil penalty of \$1.5 million, a prohibition of new residential sales for six months and a one-year marketing audit oversight process that concludes on November 17, 2020. As an outgrowth of the PURA final decision, Direct Energy has ceased sales via the door-to-door sales channel, instituted additional internal controls and enhanced its sales quality assurance and oversight process with the its Sales Quality Framework. The Sales Quality Framework is an internal audit control that regularly monitors our vendor/subcontractor sales and marketing activities for all applicable sales channels, i.e., web-based, door-to-door, outbound telemarketing, in-bound telemarketing, etc.



Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



Signature

Vice President, Sales

Title

7.14.21

Date

Direct Energy Business, LLC
Company Name

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: Direct Energy Business, LLC


Address: 115 Solar St., Suite 102 Syracuse, NY 13204

Phone Number(s): 315.234.5342

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Direct Energy will not be performing any activities that relate to the Albany County SWMP.

Description of where the work is to be performed within Albany County facilities:



Signature

Kane Kiester

Printed Name

Vice President, Sales

Title

7.14.21

Date

Exceptions

Please see below for a list of exceptions and/or clarifications regarding the RFP language that Direct Energy would like to note. We are excited to continue our relationship with the County and to discuss the below clarifications in future conversations should the County wish to so.

RFP Section	Exception/Clarification to Note
Section 4: Scope of Services	Direct Energy would like to clarify that all data is retained for seven years.
Section 13: Modification and Withdrawal of Proposals	Direct Energy will hold all terms provided in the technical proposal for 90 days; however, we reserve the right to refresh pricing before an award is made.
Section 15: Insurance and Security Requirements	<p>Direct Energy requests the below changes to the Section 15 Insurance language:</p> <ul style="list-style-type: none"> • Removal of “sickness or disease” in 15.1 (b). • The addition of the word “reasonably” in section 15.2 making the sentence read as, “Each policy of insurance required shall be of form and content reasonably satisfactory to the Albany County Attorney:”. • The replacement of the word “changed” with the word “non-renewed” in section 15.2 (b) making the sentence read as, “The policy shall not be non-renewed or canceled until the expiration of thirty (30) days after written notice to Albany County”. • The removal of the word “automatically” in section 15.2 (b).
Section 22: Extension of Contracts to All Political and Authorized Districts Located in the State of New York	Direct Energy is happy to extend the terms negotiated in this RFP opportunity to all political subdivisions and authorized districts located in the state of New York. Pricing will be provided to each additional participant prior to contract execution.

Appendix A: Community Solar Savings Summary

Please see the following pages for details regarding potential savings that the County would gain in the first year of program involvement. This summary includes thirteen of the County's locations.



Community Solar Subscription Savings Summary

Assumptions and Inputs	
VDER Bill Credit Escalation	2.00%
Solar Degradation	0.70%
Subscription Discount	10%
NatGrid Bill Credit (\$/kWh)	\$ 0.100
Location Inputs	
Bill Charge Offset (%)	85%
Electric Spend (\$)	\$917,918

Subscription Size and Savings for County of Albany				
NY Utility	Subscription (kWh)	Year 1 Savings	Bill Offset (%)	Net Savings
National Grid	7,802,305	\$78,023	85%	\$2,283,484

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
National Grid																									
Subscription (kWh)	7,802,305	7,747,688	7,693,455	7,639,600	7,586,123	7,533,020	7,480,289	7,427,927	7,375,932	7,324,300	7,273,030	7,222,119	7,171,564	7,121,363	7,071,514	7,022,013	6,972,859	6,924,049	6,875,581	6,827,451	6,779,659	6,732,202	6,685,076	6,638,281	6,591,813
Bill Credit Value (\$/kWh)	\$ 0.1000	\$ 0.1020	\$ 0.1040	\$ 0.1061	\$ 0.1082	\$ 0.1104	\$ 0.1126	\$ 0.1149	\$ 0.1172	\$ 0.1195	\$ 0.1219	\$ 0.1243	\$ 0.1268	\$ 0.1294	\$ 0.1319	\$ 0.1346	\$ 0.1373	\$ 0.1400	\$ 0.1428	\$ 0.1457	\$ 0.1486	\$ 0.1516	\$ 0.1546	\$ 0.1577	\$ 0.1608
Bill Credit (\$)	\$ 780,230	\$ 790,264	\$ 800,427	\$ 810,721	\$ 821,146	\$ 831,706	\$ 842,402	\$ 853,235	\$ 864,208	\$ 875,322	\$ 886,578	\$ 897,980	\$ 909,528	\$ 921,224	\$ 933,071	\$ 945,070	\$ 957,224	\$ 969,534	\$ 982,002	\$ 994,631	\$ 1,007,422	\$ 1,020,377	\$ 1,033,499	\$ 1,046,790	\$ 1,060,252
Total Savings (\$)	\$ 78,023	\$ 79,026	\$ 80,043	\$ 81,072	\$ 82,115	\$ 83,171	\$ 84,240	\$ 85,324	\$ 86,421	\$ 87,532	\$ 88,658	\$ 89,798	\$ 90,953	\$ 92,122	\$ 93,307	\$ 94,507	\$ 95,722	\$ 96,953	\$ 98,200	\$ 99,463	\$ 100,742	\$ 102,038	\$ 103,350	\$ 104,679	\$ 106,025

NGrid Acct. No	Location	Year	Annual KWH	Annual NGrid Charges
01112-71106	Eagle St - Court House	2019	1166052	\$42,984.88
		2020	1089058	\$43,754.54
21686-80100	Nursing Home Complex	2019	1825756	\$65,795.04
		2020	2539566	\$95,449.86
22686-81109	Hockey Facility	2019	697346	\$28,438.18
		2020	655712	\$30,147.84
36286-81106	Correctional Facility	2019	3938328	\$103,128.34
		2020	3907186	\$112,558.50
41912-68116	Mercantile Building	2019	780000	\$28,308.29
		2020	687360	\$28,735.32
77224-21102	CoOp Ext- Vorh	2019	176640	\$10,316.87
		2020	141120	\$11,168.90
97712-70108	Health Department	2019	394240	\$20,039.74
		2020	397760	\$22,075.16
03512-71102	112 State	2019	972492	\$53,545.84
		2020	890736	\$55,109.22
36630-63002	Judicial Center 6 Lodge	2019	2012885	\$76,436.55
		2020	1849917	\$73,317.31
89312-70127	Family Court 32 Clinton	2019	602230	\$29,845.17
		2020	603040	\$31,879.87
96112-70126	DSS 162 Washington	2019	1037850	\$38,055.39
		2020	1022931	\$39,423.02
80391-39107	District - North Plant	2019	11004987	\$192,413.80
		2020	10385580	\$208,030.12
43399-37105	District - South Plant	2019	7524894	\$192,453.84
		2020	6805516	\$202,424.78
13				\$917,918.19

Appendix B: Commodity Master Agreement

Please see the following pages for Direct Energy and the County's current Commodity Master Agreement (CMA).



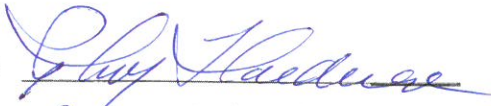
This Amendment constitutes the changes to the Commodity Master Agreement ("CMA") among Direct Energy Business, LLC, Direct Energy Business Marketing, LLC d/b/a Direct Energy Business and **COUNTY OF ALBANY** dated MAY 15, 2015, attached hereto as Exhibit 1. Any inconsistency in the Agreement shall be resolved by giving precedence in the following order of priority: (1) the Transaction Confirmation (2) the Amendment and (3) the CMA.

1. Section 4 is amended by deleting the second sentence and replacing it with the following:
"Payment is due within FORTY-FIVE (45) days of the date of the invoice."

This Amendment is governed under the laws as indicated in the Agreement, constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior oral and written communications with respect thereto. The remaining terms of the Agreement are unchanged.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the respective dates specified below with effect as of the latest date specified in the signatures below (the "Effective Date").

Buyer: **COUNTY OF ALBANY**

By: 
Name: Philip F. Calderone
Title: Deputy County Executive
Date: 8/3/15

Seller: **Direct Energy Business, LLC**
Direct Energy Business Marketing, LLC

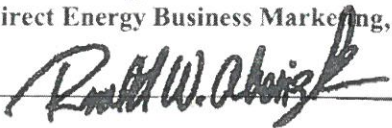
By: 
Name: Ronald Aberizk
Title: Senior Sales Manager, Upstate NY
Date: Direct Sales 8/18/15

Exhibit I

[CMA dated may 15, 2015]



This Commodity Master Agreement ("CMA") among Direct Energy Business, LLC, Direct Energy Business Marketing, LLC d/b/a Direct Energy Business, (collectively "Seller"), each a Delaware limited liability company, and County Of Albany ("Buyer" or "Customer") (each a "Party" and collectively, the "Parties") is entered into and effective as of May 15, 2015.

1. Transactions: The terms of this CMA apply to all end-use sales of electric power ("Electricity") and/or natural gas ("Gas") as applicable (each a "Commodity" and collectively, the "Commodities"), by the applicable Seller party to Buyer (each sale a "Transaction") which will be memorialized in a writing signed by both Parties (each a "Transaction Confirmation"). Each Transaction Confirmation shall set forth the Seller party providing service to Customer for such Transaction. If a conflict arises between the terms of this CMA and a Transaction Confirmation, the Transaction Confirmation will control with respect to that particular Transaction. This CMA, any amendments to this CMA and related Transaction Confirmation(s) (together, a single integrated, "Agreement") is the entire understanding between Parties with respect to the Commodities and supersedes all other communication and prior writings with respect thereto, no oral statements are effective.

2. Performance: The Parties' obligations under this Agreement are firm. Buyer is obligated to purchase and receive, and Seller is obligated to sell and provide, the Contract Quantity of Commodity specified in a Transaction Confirmation in accordance with the terms of this Agreement. Buyer will only use the Commodity at the listed Service Locations in the applicable Transaction Confirmation and will not resell the Commodity or use it at other locations without Seller's prior written consent.

3. Purchase Price: Buyer will pay the Purchase Price stated in each Transaction Confirmation. If the Purchase Price incorporates an index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the Purchase Price has occurred, then the Parties will use a commercially reasonable replacement price that is calculated by the Seller. If Seller concludes that a change in any Law(s) increases Seller's costs, the Purchase Price may be adjusted by Seller to reflect such costs. "Law(s)" mean all tariffs, laws, orders, rules, decisions, taxes, regulations, transmission rates, and Utility changes to Buyer's monthly capacity and/or transmission obligations.

4. Billing and Payment: Seller will invoice Buyer for the Actual Quantity of Commodity and for any other amounts incurred by Buyer under this Agreement. Payment is due within fifteen (15) days of the date of the invoice. If an invoice is issued and the Actual Quantity cannot be verified by the time, the invoice will be based on Seller's good faith estimate of the Actual Quantity. Seller will adjust Buyer's account following (i) confirmation of the Actual Quantity, (ii) any Utility discrepancy or adjustment or (iii) any other corrections or adjustments, including adjustments to, or re-calculation of, Taxes. Buyer will pay interest on late payments at 1.5% per month or, if lower, the maximum rate permitted by law ("Interest Rate"). Buyer is also responsible for all costs and fees, including reasonable attorney's fees, incurred in collecting payment. "Actual Quantity" means the actual quantity of Commodity that is either delivered or metered, as applicable, to Buyer's account. "Utility" means a state regulated entity engaged in the distribution of Gas or Electricity.

5. Taxes: Buyer is responsible for paying any Taxes associated with the Actual Quantity of Commodity sold under this Agreement that may become due at and after the Delivery Point. The Purchase Price does not include Taxes that are or may be the responsibility of the Buyer, unless such inclusion is required by Law. Buyer will reimburse Seller for any Taxes that Seller is required to collect and pay on Buyer's behalf and will indemnify, defend and hold Seller harmless from any liability against all Buyer's Taxes. Buyer will furnish Seller with any necessary documentation showing its exemption from Taxes, if applicable, and Buyer will be liable for any Taxes assessed against Seller because of Buyer's failure to timely provide or properly complete any such documentation. "Taxes" means all applicable federal, state and local taxes, including any associated penalties and interest and any new taxes imposed in the future during the term of this Agreement. Liabilities imposed in this Section will survive the termination of this Agreement.

6. Disputes: If either Party in good faith disputes amounts owed under Sections 3, 4, 5 and 8, the disputing Party will contact the non-disputing Party promptly and pay the undisputed amount by the payment due date. The Parties will negotiate in good faith regarding such dispute for a period of not more than fifteen (15) Business Days. In the event the Parties are unable to resolve such dispute, the disputing Party will pay the balance of the original invoice and either Party may exercise any remedy available to it in law or equity pursuant to this Agreement. In the event of a dispute other than for an invoiced amount, the Parties will use their best efforts to resolve the dispute promptly. Actions taken by a Party exercising its contractual rights will not be construed as a dispute for purposes of this Section. "Business Day" means any day on which banks are open for commercial business in New York, New York; any reference to "day(s)" means calendar days.

7. Title and Risk of Loss: Title to, possession of and risk of loss to the Commodity will pass to Buyer at the Delivery Point specified in the applicable Transaction Confirmation.

8. Buyer's Usage Obligations

A. Material Usage Deviation: If there is a Material Usage Deviation, Buyer will be responsible for the losses and costs, including the costs of obtaining and/or liquidating the applicable volume, based upon the difference between the applicable Contract Quantity and Actual Quantity. Buyer will pay the amount of such losses and costs to Seller within fifteen

(15) Business Days of Seller's invoice. "Material Usage Deviation" means any deviation in Actual Quantity at the Service Location(s) stated in the related Transaction Confirmation from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in that Transaction Confirmation of +/- 25% or more, which is not caused by weather.

B. Balancing Charges: For Transactions involving the purchase and sale of Gas only, Buyer will be responsible for Balancing Charges unless Prior Notice of a material variation in usage is provided to Seller and actual usage is consistent with that Prior Notice. "Balancing Charges" means Utility fees, costs or charges and penalties assessed for failure to satisfy the Utility's balancing and/or nomination requirements. "Prior Notice" is defined as forty-eight (48) hours before the start of the Gas Day for which the material variation in usage will apply. "Gas Day" means a period of 24 consecutive hours as defined by the Utility. Buyer will make any payment due pursuant to this Section within five (5) Business Days of the date of Seller's invoice.

C. Curtailments: For Transactions involving the purchase and Sale of Gas only, if Buyer is directed by its Utility to curtail its usage, in whole or in part, Buyer will curtail as directed. If Buyer fails to curtail as directed, Buyer will pay or reimburse Seller for all Balancing Charges assessed by the Utility. Payment by Buyer of any Balancing Charges will be due within five (5) Business Days of the date of Seller's invoice.

9. Force Majeure: A Party claiming Force Majeure will be excused from its obligations under Section 2 as long as it provides prompt notice of the Force Majeure and uses due diligence to remove its cause and resume performance as promptly as reasonably possible. During a Force Majeure, Buyer will not be excused from its responsibility for Balancing Charges nor from its responsibility to pay for Commodity received. "Force Majeure" means a material, unavoidable occurrence beyond a Party's control, and does not include inability to pay, an increase or decrease in Taxes or the cost of Commodity, the economic hardships of a Party, or the full or partial closure of Buyer's facilities, unless such closure itself is due to Force Majeure.

10. Financial Responsibility: Seller's entry into this Agreement and each Transaction is conditioned on Buyer, its parent, any guarantor or any successor maintaining its creditworthiness during the Delivery Period and any Renewal Term. When Seller has reasonable grounds for insecurity regarding Buyer's ability or willingness to perform all of its outstanding obligations under any agreement between the Parties, Seller may require Buyer to provide adequate assurance, which may include, in the Seller's discretion, security in the form of cash deposits, prepayments, letters of credit or other guaranty of payment or performance ("Credit Assurance").

11. Default: "Default" means: (i) failure of either Party to make payment by the applicable due date and the payment is not made within three (3) Business Days of a written demand, (ii) failure of Buyer to provide Credit Assurance within two (2) Business Days of Seller's demand, (iii) either Party, its parent or guarantor, becomes Bankrupt or fails to pay its debts generally as they become due; or (iv) failure of either Party to satisfy any representations and warranties applicable to it contained in Section 13A or 13B and the failure is not cured within fifteen (15) Business Days of a written demand, provided that no cure period or demand for cure applies to a breach of Section 13A(c). "Bankrupt" means an entity (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (b) makes an assignment or any general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent, however evidenced, (d) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, (e) has a secured party take possession of all or any substantial portion of its assets or (f) is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger).

12. Remedies: In the event of a Default, the non-defaulting Party may (i) withhold any payments or suspend performance, (ii) upon written notice, provided that no notice is required with respect to Section 11(iii) or a breach of Section 13A(c), accelerate any or all amounts owing between the Parties and terminate any or all Transactions and/or this Agreement, (iii) calculate a settlement amount by calculating all amounts due to Seller for Actual Quantity and the Close-out Value for each Transaction being terminated; and/or (iv) net or aggregate, as appropriate, all settlement amounts and all other amounts owing between the Parties and their affiliates under this Agreement and other energy-related agreements between them and their affiliates, whether or not then due and whether or not subject to any contingencies, plus costs incurred, into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within three (3) Business Days of written notice from the non-defaulting Party. Interest on any unpaid portion of the Net Settlement Amount will accrue daily at the Interest Rate. "Close-out Value" is the sum of (a) the amount due to the non-defaulting Party regarding the Contract Quantities (or, as applicable, estimated Contract Quantities)

remaining to be delivered as stated in the applicable Transaction Confirmation(s) during the Delivery Period or, if applicable, the current Renewal Term, calculated by determining the difference between the Purchase Price and the Market Price for such quantities; and (b) without duplication, any net losses or costs incurred by the non-defaulting Party for terminating the Transaction(s), including costs of obtaining, maintaining and/or liquidating commercially reasonable hedges, Balancing Charges and/or transaction costs. "Market Price" means the price for similar quantities of Commodity at the Delivery Point during the Delivery Period or Renewal Term, as applicable. For purposes of determining Close-out Value, (i) Market Price will be determined by the non-defaulting Party in good faith as of a date and time as close as reasonably practical to the date and time of termination or liquidation of the applicable Transaction(s), and (ii) Market Price may be ascertained through reference to quotations provided by recognized energy brokers or dealers, market indices, bona-fide offers from third-parties, or by reference to commercially reasonable forward pricing valuations. The Parties agree that the Close-out Value constitutes a reasonable approximation of damages, and is not a penalty or punitive in any respect. Seller may, but need not, physically liquidate a Transaction or enter into a replacement transaction to determine Close-out Value or Net Settlement Amount. The defaulting Party is responsible for all costs and fees incurred for collection of Net Settlement Amount, including, reasonable attorney's fees and expert witness fees.

13. Representations and Warranties Each of the following are deemed to be repeated each time a Transaction is entered into:

A. Each Party represents that: (a) it is duly organized, validly existing and, in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform to this Agreement; (b) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; and (c) it is not Bankrupt.

B. Buyer represents and warrants that: (a) it is not a residential customer; (b) it will immediately notify Seller of any change in its ownership; (c) execution of this Agreement initiates enrollment and service for the Delivery Period and any Renewal Term; (d) no communication, written or oral, received from the Seller will be deemed to be an assurance or guarantee as to any results expected from this Agreement; (e) if it is executing this Agreement in its capacity as an agent, such Party represents and warrants that it has the authority to bind the principal to all the provisions contained herein and agrees to provide documentation of such agency relationship; and (f) (i) it will provide, to Seller, information reasonably required to substantiate its usage requirements, including information regarding its business, locations, meter/account numbers, historical/projected usage, time of use, hours of operation, utility rate classes, agreements, schedules, which in substantial part form the basis for the calculation of charges for the transactions hereunder; (ii) acceptance of this Agreement constitutes an authorization for release of such usage information; (iii) it will assist Seller in taking all actions necessary to effectuate Transactions; including, if requested, executing an authorization form permitting Seller to obtain its usage information from third parties; and (iv) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Agreement.

C. Each Party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodity; (c) Seller is not a "utility" as defined in the Code; (d) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Buyer's Utility; and (e) Buyer's Utility, and not Seller, is responsible for responding to leaks or emergencies should they occur.

14. Other:

(a) This Agreement, and any dispute arising hereunder, is governed by the law of the state in which the Service Locations are located, without regard to any conflict of rules doctrine. (b) Each Party waives its right to a jury trial regarding any litigation arising from this Agreement. (c) No delay or failure by a Party to exercise any right or remedy to which it may become entitled under this Agreement will constitute a waiver of that right or remedy. (d) Seller warrants that (i) it has good title to Commodity delivered; (ii) it has the right to sell the Commodity; and (iii) the Commodity will be free from all royalties, liens, encumbrances, and

claims. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED. (e) Buyer will be responsible for and indemnify Seller against all losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims for personal injury, including death, or property damage from the Commodity or other charges which attach after title passes to Buyer. Seller will be responsible for and indemnify Buyer against any losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims of title, personal injury, including death, or property damage from the Commodity or other charges which attach before title passes to Buyer. (f) NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THE AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, LOST PROFITS OR SPECIFIC PERFORMANCE, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. (g) All notices and waivers will be made in writing and may be delivered by hand delivery, first class mail (postage prepaid), overnight courier service or by facsimile and will be effective upon receipt; provided, however, that any termination notice may only be sent by hand or by overnight courier service, and, if sent to Seller, a copy delivered to: Direct Energy Business, Attn: Customer Services Manager, 1001 Liberty Avenue, Pittsburgh, PA 15222, Pittsburgh, PA 15222, Phone (888) 925-9115, Fax (866) 421-0257, Email CustomerRelations@directenergy.com. (h) If Buyer and Direct Energy Business Marketing, LLC entered into Commodity transactions prior to the execution of this Agreement ("Existing Transactions"), the Parties agree that these Existing Transactions shall be Transactions governed under the terms of this Agreement. This Agreement supersedes and replaces any other agreement that may have applied to the Existing Transactions. Note that this subsection (h) shall not apply to any Commodity transactions or agreements entered into between Buyer and Direct Energy Business, LLC. (i) No amendment to this Agreement will be enforceable unless reduced to writing and executed by both Parties. (j) Seller may assign this Agreement without Buyer's consent. Buyer may not assign this Agreement without Seller's consent, which consent will not be unreasonably withheld. In addition, Seller may pledge, encumber, or assign this Agreement or the accounts, revenues, or proceeds of this Agreement in connection with any financing or other financial arrangements without Buyer's consent; in which case Seller shall not be discharged from its obligations to Buyer under this Agreement. (k) This Agreement may be executed in separate counterparts by the Parties, including by facsimile, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. (l) Any capitalized terms not defined in this CMA are defined in the Transaction Confirmation or shall have the meaning set forth in the applicable Utility rules, tariffs or other governmental regulations, or if such term is not defined therein then it shall have the well-known and generally accepted technical or trade meanings customarily attributed to it in the natural gas or electricity generation industries, as applicable. (m) The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement. (n) Any executed copy of this Agreement and other related documents may be digitally copied, photocopied, or stored on computer tapes and disks ("Imaged Agreement"). The Imaged Agreement will be admissible in any judicial, arbitration, mediation or administrative proceedings between the Parties in accordance with the applicable rules of evidence; provided that neither Party will object to the admissibility of the Imaged Agreement on the basis that such were not originated or maintained in documentary form. (o) Where multiple parties are Party to this Agreement with Seller and are represented by the same agent, it is agreed that this Agreement will constitute a separate agreement with each such Party, as if each such Party had executed a separate Agreement, and that no such Party shall have any liability under this document for the obligations of any other Parties. (p) This CMA may be terminated by either Party upon at least thirty (30) days' prior written notice, provided, however, that this CMA will remain in effect with respect to Transactions entered into prior to the effective date of the termination until both Parties have fulfilled all of their obligations with respect to the outstanding Transactions. (q) Buyer will not disclose the terms of this Agreement, without prior written consent of the Seller, to any third party, other than Buyer's employees, affiliates, agents, auditors and counsel who are bound by substantially similar confidentiality obligations, trading exchanges, governmental authorities, courts, adjudicatory proceedings, pricing indices, and credit ratings agencies; provided that if Buyer receives a demand for disclosure pursuant to court order or other proceeding, it will first notify Seller, to the extent practicable, before making the disclosure.

IN WITNESS WHEREOF, this CMA is entered into and effective as of the date written above.

County Of Albany

BUYER:

By:

Name:

Title:

SELLER: Direct Energy Business, LLC

Direct Energy Business Marketing, LLC

By:

Name:

Title:

Senior Sales Manager, Upstate NY
Direct Sales

Appendix C: PLC Notifications

Please see the following pages for a sample PLC notification email and peak demand report.

Forecasts are calling for peak demand in your region. We urge you to consider reducing your consumption during the forecasted peak timeframe.

ALERT	ISO	EXPECTED DEMAND	DATE & TIME
	NYISO	27,705 MW	July 7 3:00 - 6:00 p.m. EST

This data indicates that there is good probability that NYISO could set a coincidental peak during the above date and time. View the attached customized regional report for more information.

Why is curtailing load during this time important?

Your capacity charges could be impacted by your consumption during a coincident peak, along with any portion of your load requirements that are billed at index prices.*

How are coincident peaks determined in my region?

A coincident peak day is the highest demand day (any weekday/non-holiday in July or August) when NYISO, the system operator for your region, chooses to measure the systemwide peak demand—typically during the hour of the day with the highest demand. Your average usage/demand during this hour determines, in large part, what your capacity obligation (i.e. "capacity tag") will be for the following year - and impacts your overall energy costs.

How far in advance will you notify me?

We will analyze the demand forecasts published by NYISO, along with weather forecasts and other market data. As soon as data points are available that indicate the potential for a peak demand day, we will send an email alert to any businesses/individuals that have signed up for notifications for this region.

Questions?

If you have any questions or would like to add contacts to these notifications, please contact your Direct Energy Business Energy Advisor or email EnergyAdvisors@directenergy.com.

Resources

[Track updates to the NYISO load forecast.](#)

NYISO - Peak Demand Report

Wednesday, July 7, 2021

Date	FORECASTED PEAK HOUR	TOTAL FORECASTED PEAK DEMAND	% of 2021 Peak Demand to date	% of 2020 CP Demand	% of 2019 CP Demand	% of 5YA CP Demand	Forecasted High Temperatures: New York City
Wed, Jul 07, 2021	4:00 pm - 4:59 pm	27,705	99%	90%	91%	90%	93
Thu, Jul 08, 2021	4:00 pm - 4:59 pm	26,056	93%	85%	86%	84%	87
Fri, Jul 09, 2021	4:00 pm - 4:59 pm	24,570	87%	80%	81%	79%	86
Sat, Jul 10, 2021	5:00 pm - 5:59 pm	21,589	77%	70%	71%	70%	84
Sun, Jul 11, 2021	5:00 pm - 5:59 pm	21,167	75%	69%	70%	68%	81
Mon, Jul 12, 2021	5:00 pm - 5:59 pm	25,168	90%	82%	83%	81%	83

Historical Data - NYISO

Time Period	Date	Hour Ending	Demand
2020 1 CP Demand =	7/27/2020	17	30,660
2019 1 CP Demand =	7/20/2019	17	30,397
2018 1 CP Demand =	8/29/2018	17	31,861
2017 1 CP Demand =	7/19/2017	18	29,699
2016 1 CP Demand =	8/11/2016	17	32,075
2015 1 CP Demand =	7/29/2015	17	31,139
2014 1 CP Demand =	9/2/2014	16	29,782
2013 1 CP Demand =	7/19/2013	17	33,956
2012 1 CP Demand =	7/17/2012	17	32,439
2011 1 CP Demand =	7/22/2011	16	33,867
2010 1 CP Demand =	7/6/2010	17	33,453

* July 19, 2013 was all time record peak - 33,956

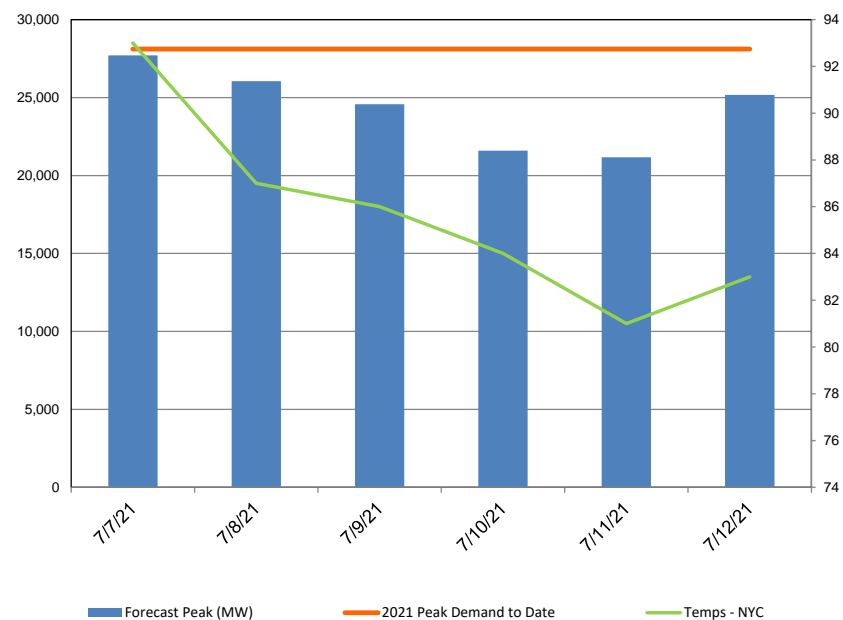
** 2021 NYISO Gold Book summer peak estimate: 32,327

2021 Peak Demand to Date

Date =	7/6/2021
Hour =	4:00 pm - 4:59 pm
PEAK DEMAND =	28,115

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Demand and NYISO Temperatures



Appendix D: Transaction Confirmation

Please see the following pages for Direct Energy's "Transaction Confirmation" including an "Exhibit A Pricing Attachment".

EXHIBIT A PRICING ATTACHMENT

This Exhibit A identifies the Customers supplied under this Transaction Confirmation dated 7/20/2021.

For the avoidance of doubt, the Transaction Confirmation constitutes a separate agreement between Direct Energy Business, LLC and each Party listed below, as if each such Party had executed a separate Transaction Confirmation on its own behalf and naming only itself as the Buyer or Customer.

County of Albany - Aggregation**36M****NY_NSTC_NY**

Contract ID	Customer	Account Number	Service Location	Utility Rate Class	Zone	Capacity / Transmission Tags	Purchase Price (cents / kWh)	Annual Historical Usage (kWh)
5439846	County of Albany	3628681106	840 Albany Shaker Rd	SC3	F	743.1	1.050	3,869,805
5439846	County of Albany	4339937105	Church St	SC3	F	763.37	1.050	7,164,515
5439799	County of Albany	8039139107	1 Canal Rd	SC3A	F	1343.21	1.050	10,746,735
5439847	County of Albany	4695894005	51 S. Pearl Street	SC3	F	324.24	1.050	4,156,704
5439800	County of Albany	0111271106	Eagle St	SC3	F	170	1.050	1,183,156
5439800	County of Albany	0351271102	112 State St	SC3	F	340.6	1.050	970,894
5439800	County of Albany	2168680146	780 Albany Shaker Rd	SC3	F	722.83	1.050	2,353,801
5439800	County of Albany	2268681109	830 Albany Shaker Rd	SC3	F	157.16	1.050	693,632
5439800	County of Albany	3663063002	6 Lodge St	SC3	F	444.25	1.050	2,006,461
5439800	County of Albany	4191268116	60 S Pearl St	SC3	F	141.04	1.050	764,471
5439800	County of Albany	7668679102	820 Albany Shaker Rd	SC2D	F	10.48	1.050	144,727
5439800	County of Albany	7722421102	Rr 85a	SC2D	F	17.04	1.050	170,033
5439800	County of Albany	8931270127	32 Clinton Ave	SC3	F	195.5	1.050	609,129
5439800	County of Albany	9611270126	162 Washington Ave	SC3	F	230.91	1.050	1,024,407
5439800	County of Albany	9771270108	175 Green St	SC3	F	106.82	1.050	390,997
5439801	County of Albany	8415814003	51 S PEARL ST	SC2	F	0.08	1.050	410

This Exhibit is based on a Weighted Average Price. Any strikeouts of any of the accounts provided with a Weighted Average Price will render pricing for the accounts assigned with a Weighted Average Price null and void.

Accepted and Agreed to:

By:

Date:



New York

Disclosure Statement

Contract ID: Multiple

NY DISCLOSURE STATEMENT

Price	Your price is 1.0500 cents per kilowatt-hour. This price may change pursuant to the Purchase Price section (or Changes to Purchase Price Section, as applicable) of the CMA and the Purchase Price section of the Transaction Confirmation.
Fixed or Variable and, if variable, how the price is determined	Variable: Total purchase price shall include, but not be limited to, applicable costs and fees for the following components, some of which may change on a monthly basis: commodity, adder, pass-through charges. See your Transaction Confirmation for full details
Length of the agreement and end date	36 Months
Process customer may use to rescind the agreement without penalty	Rescission without penalty not permitted
Amount of Early Termination Fee and method of calculation	Non-defaulting Party has the right to terminate and liquidate all Transactions, calculate a settlement amount by calculating the Close-out Value for each Transaction and aggregate all amounts owing - See the Remedies section of the CMA for more information
Amount of Late Payment Fee and method of calculation	Interest will be assessed on the late balance at the lower of 1.5% per month or the highest amount permitted by applicable law - See the Billing and Payment section of the CMA for more information
Provisions for renewal of the agreement	Automatically renews in successive one-month terms unless affirmatively renewed or terminated by either Party at a market-based price for similar quantities at the Delivery Point
Conditions under which savings to the customer are guaranteed	Savings compared to the Utility rate are not guaranteed



Direct Energy Business, LLC
1001 Liberty Avenue Pittsburgh, PA 15222
1.888.925.9115
www.directenergy.com

Date: July 20, 2021
Product Code: NY_NSTC_NY
Contract ID: Multiple

CUSTOMER INFORMATION

Customer Name: County of Albany

Contact Name: Angelo Gaudio P.E.

Address: 112 State Street, ALBANY, NY, 12207

Telephone: 518.447.1624

Fax: 518.433.0369

Email: angelo.gaudio@albanycountyny.gov

Billing Contact:

3rd Party Bill Pay:

Billing Address:

Telephone:

Fax:

Email:

ELECTRICITY TRANSACTION CONFIRMATION -

This Transaction Confirmation confirms the terms of the Electricity Transaction entered into between Direct Energy Business, LLC ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement between Customer and Seller and/or Seller's affiliate Direct Energy Business Marketing, LLC, d/b/a Direct Energy Business dated May 15, 2015, as may be amended (the "CMA"). If the referenced CMA is between Customer and Direct Energy Business Marketing, LLC, d/b/a Direct Energy Business, Customer and Seller agree that this Transaction Confirmation shall be governed by and incorporate the terms of such CMA. All attachments and exhibits hereto, including any request for a Forward Purchase or Purchase Confirmation are made a part of and incorporated into this Transaction Confirmation. The Purchase Price excludes Utility transmission and distribution charges and Taxes that are or may be the responsibility of Customer. Customer's execution and submission of this Transaction Confirmation, including Exhibit A hereto, to Seller shall constitute an offer from Customer to Seller to purchase the Commodity on the terms set forth in the CMA. This Transaction Confirmation shall become effective only upon (i) execution by Customer of this Transaction Confirmation, including Exhibit A, and CMA; and (ii) the earlier of (a) execution of the CMA and this Transaction Confirmation by Seller or (b) written confirmation by Seller of its acceptance of the Transaction Confirmation to Customer.

DELIVERY PERIOD

For each Service Location, the first meter read date will be on or after: August 01, 2021, and will continue for a term of 36 Months. Seller will request the Utility to enroll Customer on the first meter read date in the first month of the Delivery Period as defined by the Utility. The service start date hereunder will be the date that the Utility enrolls Customer for Seller's services. Seller shall not be liable for any lost savings or lost opportunity as a result of a delay in service commencement due to actions or inactions of the Utility.

Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to the end of the Delivery Period or 15 days prior to the end of each successive month Renewal Term. The termination date shall be the next effective drop date permitted by the Utility. All terms of the Agreement will remain in effect through the termination date as set by the applicable Utility. During the Renewal Term, the Purchase Price for each successive month Renewal Term will be the then market-based price for similar quantities of Commodity at the Delivery Point, including all Taxes, costs, charges or fees which are set forth herein, unless otherwise agreed to in writing by the Parties.

DELIVERY POINT

The Delivery Point shall be the point(s) where Commodity is delivered to the Utility. The Utility is specified on Exhibit A.

BILL TYPE - DUAL

CONTRACT QUANTITY

Customer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed on the Exhibit A, provided, that for purposes of determining whether a material deviation has occurred, Contract Quantity shall include the applicable deviation in capacity and capacity tag values and for purposes of calculating Contract Quantities remaining to be delivered under the Remedies section of the CMA, Contract Quantity shall be determined by reference to the historical monthly usage for such Service Locations.

PURCHASE PRICE

The Purchase Price per kWh to be paid by Buyer for the services provided hereunder during the Delivery Period of this Agreement shall be that set forth on Exhibit A. The Purchase Price includes a Services Fee, as well as the components marked below as "Included". For those components marked "Pass through", they will be passed through to you at cost and shown as a line item on your bill.

NYISO	Value
Energy	Pass Through
Ancillaries	Included
Capacity	Included
CES*	Pass Through
Transmission Owner Transmission Solutions (TOTS)	Pass Through
Losses	Pass Through
Applicable Taxes	Pass Through

Any Actual Quantities of Electricity necessary to meet Customer's full usage requirements not covered by a Forward Purchase will be priced at the Day Ahead LMP. Customer understands and agrees that the combination of Forward Purchase(s) and Electricity priced and purchased at Day-Ahead LMP shall equal 100% of Customer's metered kWh usage.

DEFINITIONS

Ancillaries: Wholesale commodity services and products required to facilitate delivery of Commodity to the Utility.

Clean Energy Standard (CES): Proceeding on Motion of the Commission to Implement a Large-Scale Renewable Program and a Clean Energy Standard and the New York PSC Order Adopting a Clean Energy Standard issued and effective on August 1, 2016 as Case 15-E-0302. Below are the basic components that make up the various Tiers that are imposed on all load serving entities in NY.

If CES is noted as 'included' above, then the following CES components are included in the Purchase Price.

- Tier 1, as defined in 'Order Adopting Modification to CES' dated 10/15/2020
- Zero-emission Credits (ZECs)

The following CES components are not known at this time and therefore are not included in the Purchase Price. Once known, they may be passed through to Buyer pursuant to the Changes to Purchase Price section (or Purchase Price section, as applicable) set forth in the CMA.

- Tier 2, as defined in Tier 2 Petition submitted by NYSERDA on 1/27/2020
- Tier 4, future LSE obligation under development
- Offshore Wind Standard, as reflected in Case 18-E-0071 issued and effective 7/12/2018

Day-Ahead Locational Marginal Price (LMP): The hourly integrated market clearing marginal price for Electricity (per MWh(s)) at the location it is delivered or received as defined by the NY ISO, as settled the day preceding the actual delivery of such Electricity.

Exhibit A: The list of Service Locations attached to this Transaction Confirmation, which list specifies the Service Locations covered under the scope of this Transaction Confirmation for PowerPortfolio, Day-Ahead, Real-Time and other index products. For fixed price products, it refers to the pricing attachment to this Transaction Confirmation that sets forth (together with this Transaction Confirmation) the Purchase Price applicable to, and the Service Locations covered by, this Transaction Confirmation.

Exhibit B: The Exhibit that Customer may complete, execute, and submit to Seller to confirm their offer to Seller to make a Forward Purchase.

Load Following Forward Purchase: Converting percentages of Electricity in 1% increments up to a maximum of 100% of Customer's metered kWh usage from the Day-Ahead LMP index to a fixed price.

Load Following Forward Purchase Request: The first document Customer submits to Seller to describe the details of the requested Load Following Forward Purchase.

New York ISO (NY ISO): The New York Independent System Operator.

Purchase Confirmation: The written confirmation sent by Seller to confirm its acceptance of Customer's offer of a Forward Purchase.

Services Fee: The fee for the services provided by Seller to meet the Service Locations' load requirements, including any applicable broker fee, which is included in the Purchase Price to be paid by Buyer.

Transmission: The transportation of energy over high voltage wires from a generator to the Utility.

SPECIAL PROVISIONS

1.. Load Following Forward Purchase: Customer may purchase a percentage of its Electricity requirements, plus losses associated with transmission and delivery service, as a Load Following Forward Purchase. Such losses will be billed as a separate charge but at the same price as Electricity as fixed in accordance

with the Load Following Forward Purchase and will be invoiced as either a separate item or included in the total aggregate charge for the Load Following Forward Purchase. Such purchases may not be less than 1% or more than 100% of Customer's total Actual Quantities for a minimum term of one (1) month. To initiate a Load Following Forward Purchase, Customer should fully complete and execute the required information in the attached "Request for Load Following Forward Purchase" and submit to Seller five business days prior to the desired start date. Seller will review and provide additional details and optionality in a form substantially similar to Exhibit B. If Customer finds the terms acceptable, it should execute the form and submit to Seller. All Load Following Forward Purchase orders are binding upon being filled and are made a part of this Transaction Confirmation. Seller will send a Purchase Confirmation to Buyer each time a Load Following Forward Purchase is filled. If more than one Load Following Forward Purchase is in effect for any month of the Delivery Period, Seller shall invoice Customer at the weighted average fixed price of said Load Following Forward Purchases. In all cases, the failure of Seller to send a Purchase Confirmation or the failure of Customer to acknowledge receipt of such shall not invalidate the Forward Purchase as agreed to by the Parties. If there are any inconsistencies between this Transaction Confirmation and any finalized Forward Purchase, such inconsistencies will be resolved in favor of the latter for that applicable purchase.

2.. Email Transactions: The Parties consent to the use of electronic agreements and to conduct Transactions and/or Load Following Forward Purchases via email and/or facsimile. Such electronic correspondence shall be deemed a "writing", by which the Parties intend to be bound, for purposes of satisfying any applicable state and federal legal requirements. The Parties agree that a typed name and title, including the use of an automated email signature block, in such writing(s) is the legal equivalent of such Party's representative's manual signature (an "E-signature"). The Parties agree that no certification of authority or other third-party verification shall be necessary to validate an E-signature and lack of such certification or third-party verification will not in any way affect the enforceability of a Party's E-signature.

3.. PRICE INDEX MOVEMENT: BY EXECUTION OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT THE DAY-AHEAD LMP INDEX IS A CONSTANTLY FLUCTUATING MARKET PRICE AND WILL VARY. CUSTOMER ASSUMES ALL RISKS OF PRICE MOVEMENTS AND AGREES TO PAY FOR THE SERVICES PROVIDED IN ACCORDANCE WITH THIS AGREEMENT.

4.. Change in Utility Account Numbers: The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations attached in the Exhibit A, or any replacement account number issued by the Utility from time to time.

5.. Third Party Charges: Customer acknowledges that any costs assessed by the Utility or any third party as a result of Customer's switch to or from Seller, including but not limited to switching costs, are not included in the Purchase Price and shall be the responsibility of the Customer.

6.. Billing and Payment: The following is hereby added to the Billing and Payment section of the CMA:

"Seller and Buyer agree upon the following condition regarding its non-interval monthly meter accounts, if any: Seller will deaggregate the Buyer's usage, based on Utility and ISO settlement protocols, and Buyer agrees to accept the results of this deaggregation as its hourly billing determinants. Where Buyer has interval meters, Seller will use the interval meter hourly usage for billing only to the extent that the hourly usage is used by the applicable Utility and ISO for settlement purposes with Seller. In the event of an interval meter where the Utility and ISO do not use the hourly usage for settlements, Seller will deaggregate Buyer's usage, based on Utility and ISO settlement protocols, and Buyer agrees to accept the results of this deaggregation as its hourly billing determinants."

7.. Buyer represents, warrants, and covenants that it is not a mass market customer as defined by the New York Department of Public Service Commission, and therefore it has only demand meters, or has at least one demand meter in each utility service territory in which it has metered accounts. Buyer further agrees that if it is such a customer ("mass market" as defined above) or becomes such a customer then such misrepresentation by Buyer is material, is a Default by Buyer, and notwithstanding anything to the contrary herein, this Agreement may be terminated by the Seller without further notice or opportunity for Buyer to cure.

8.. Covered Dwellings: Buyer represents and warrants that none of the premises covered by this Agreement are multiple dwellings or two-family dwellings or are regularly used for residential use ("Covered Dwellings"), and covenants that it shall promptly notify Seller of any change to such status during the Delivery Period of this Agreement.

9.. For inquiries related to your purchase, or for any other questions or complaints against Seller, please contact Seller at the address above. For general inquiries related to the sale and delivery of Electricity, you may contact the New York Public Service Commission, Department of Public Service ESCO hotline at 1-888-697-7728; write the PSC at the Office of Consumer Education & Advocacy, Three Empire State Plaza, Albany, NY 12223, e-mail the PSC at <http://www.dps.state.ny.us> or visit the PSC's website at <http://www.dps.state.ny.us>.

10.. Risk Acknowledgements: By selecting and executing this Transaction Confirmation, Buyer acknowledges that it is acting for its own account, and it has made its own independent decision to enter into this Agreement based solely upon its own judgment and upon advice from such advisors as it has deemed necessary. It is not relying on any communication (written or oral) of Seller or its affiliates (or its respective representatives) in any respect, and in particular, not as investment advice or as a recommendation to enter into any Agreement, it being understood that information and explanations related to the terms and conditions of any Agreement will not be considered investment advice or a recommendation to enter into the Agreement. Buyer understands and agrees that the energy market is a volatile market and that - except as to any agreed prices between the Parties described in this Agreement - no warranties (express or implied) and no guarantees regarding market movement or price trends are made by Seller or its affiliates in connection with this Agreement. No communication (written or oral) received from Seller or its affiliates (or their respective representatives) will be deemed to be an assurance or guarantee as to the expected results of any transaction elected by Buyer under this Agreement.

TAX EXEMPTION STATUS - If exempt, must attach certificate

In order to ensure accurate billing, tax status indication is required. Please check the appropriate status below:

- ☐ Non-Exempt
- ☐ Partial Exemption – NY State Residential property (TP 385 required)
- ☐ Exempt (e.g. Residential, Non-Profit Organization, Manufacturing, Small Business, Agricultural, Resale, etc.)

Buyer:	County of Albany	Seller:	Direct Energy Business, LLC
By:	<u>Michael Smith</u>	By:	<u></u>
Name:	<u>Michael Smith</u>	Name:	<u></u>
Title:	<u></u>	Title:	<u></u>
Date:	<u>10/26/2021</u>	Date:	<u></u>
		Contract ID:	<u>Multiple</u>
		Internal ID:	<u></u>



Exhibit "B"

FORWARD PURCHASE ORDER FORM

This Exhibit B is being provided pursuant to and in accordance with the Transaction Confirmation dated () and Commodity Master Agreement dated () between Customer ("Buyer") and Direct Energy ("Seller") (the "Agreement"), and is hereby incorporated into and made part of the Agreement. Buyer's execution and submission of this Exhibit B to Seller shall constitute an offer by Buyer to Seller to purchase Electricity in accordance with the terms set out below. This Exhibit B will become valid upon i) execution by the Buyer and ii) written confirmation of the Seller's acceptance of the terms herein to the Buyer.

1. Transaction details including the Term, Times of Delivery, Quantity and Energy Price are shown below:

Delivery Zone	Term Start	Term End	Time of Day	Energy/Commodity Price (\$/MWh)	Block Size (MW or %)	Quantity (MWH)
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2. Special Provision(s), if any:

In no event shall Buyer have any recourse against Seller for any purchase that is transacted under this Forward Purchase Order Form so long as the Commodity Price stated above is achieved.

Following written confirmation by Seller of its acceptance, Seller will make reasonable efforts to send Buyer an executed copy of this Exhibit B. However and in all cases, the failure of Seller to send an Exhibit B or the failure of Buyer to acknowledge receipt of an Exhibit B shall not invalidate the Forward Purchase agreed to by the Parties.

Unless specifically modified herein, all terms and conditions of the Agreement remain the same. Terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

This Exhibit B may be executed in one or more counterparts and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other Party by facsimile, mail, courier or electronic mail, all of which together shall constitute one and the same Agreement.

DIRECT ENERGY BUSINESS, LLC

By: _____
Print
Name: _____
Title: _____
Date: _____

PLEASE E-MAIL to the attention of: EnergyAdvisors@directenergy.com

County of Albany

By: _____
Print
Name: _____
Title: _____
Date: _____

Legal Disclaimer

Thank you for the opportunity to submit this proposal.

Please note the following:

This proposal is not intended to create a binding or enforceable contract or commitment and may not be relied upon by either party as a basis for a contract. Notwithstanding anything to the contrary in any communication between the County of Albany and Direct Energy Services, LLC, this proposal is subject to the terms and conditions set forth in the final contract(s). This proposal is subject to, in all respects, our obtaining all requisite approvals and consents from all interested parties necessary to consummate the proposed transaction.

All data and information contained herein is considered confidential and proprietary, and such confidentiality shall be protected to the full extent permitted by law. The data and information contained herein may not be reproduced, published, or distributed to, or for, any third parties without the express prior written consent of Direct Energy Services, LLC.