INTERIM COMMISSIONER
Jared Chicoine

DEPUTY COMMISSIONER
Chris Ellms

STATE OF NEW HAMPSHIRE

30 GR

OCT 27 '21 AM 9:34 RCVD

TDD Access: Relay NH
1-800-735-2964

Tel. (603) 271-3670

Website:
www.energy.nh.gov

DEPARTMENT OF ENERGY
21 S. Fruit St., Suite 10
Concord, N.H. 03301-2429

October 26, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

His Excellency and Honorable Councilors:

REQUESTED ACTION

Pursuant to RSA 365:37, I and II, authorize the New Hampshire Department of Energy (Department) to enter into a contract with Blue Ridge Consulting Services, Inc., (Blue Ridge) of Travelers Rest, SC, Vendor Code #279751, in an amount not to exceed $74,840, to assist and advise the Department in reviewing a general distribution rate and revenue increase proposed by Northern Utilities, Inc. (Northern) on August 2, 2021 to the New Hampshire Public Utilities Commission (PUC). The contract is to be effective upon Governor and Council approval through September 30, 2022. Funding is 100% Special Utility Assessment.

Funding is authorized from the account, General Consultants, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

Funding will be available, pursuant to RSA 365:37, II, in account 02-52-52-520010-13820000-046-500464

FY 2022	FY 2023	Total
$70,000	$4,840	$74,840

EXPLANATION

The Department respectfully requests authority to enter into a contract in an amount not to exceed $74,840 with Blue Ridge, a consulting firm specializing in reviewing rate increase requests by regulated utilities. Northern requests that the PUC approve a base distribution revenue increase of $7.8 million annually, and related rates, for effect August 2, 2022. Blue Ridge will work with the Department's staff to review Northern's request, based on New Hampshire precedent and practice, as well as general rate setting conventions and procedures. Based on that review, Blue Ridge, in conjunction with Department staff, will recommend a revenue requirement for rate setting. Blue Ridge will present its recommendation in the form of testimony before the PUC and will participate fully in the other aspect of the proceeding, wherein the PUC will decide just and reasonable rates.

The Commission issued a Request for Proposals (RFP) on August 27, 2021 and made a minor modification to that RFP on September 2, 2021. The notice of the RFP was published in the Union Leader for three days and was posted on the Department of Energy's website. The Department received two responses to its RFP. An evaluation team made up of the Director of the Regulatory Support Division and a Staff Attorney/Hearings Examiner reviewed the two RFP responses. The bid responses were scored using the selection criteria identified in the RFP, weighted as follows: qualifications, technical, and practical experience (maximum of 25 points); general experience and qualifications in providing similar services (maximum 25 points); costs (maximum 20 points); clarity and appropriateness of proposed general approaches, and demonstrated knowledge of relevant subject matter (maximum 20 points); and overall responsiveness to the RFP, including completeness, clarity, and quality (maximum 10 points); for a total maximum possible score of 100 points. No interviews were conducted. Blue Ridge was the highest scoring bidder at 92 points, as compared to 85 points for the second bidder.

The contract amount will not affect the General Fund. Funds will be assessed pursuant to RSA 365:37, I, which permits the Department to obtain experts and assess the costs to the utility seeking commission approval of rates, in this matter.

Your consideration of this request is appreciated.

Respectfully submitted,

Jared S. Chicoine
Interim Commissioner

Attachments:
Agreement with Exhibits

RFP #2021-018, Revenue Requirements – Northern Rate Case	Scoring Team Consensus	
Date of Review: 10/1/2021		
Scored by: Thomas Frantz, Director of Regulatory Support and Paul Dexter, Hearings Examiner/Staff Attorney	**Blue Ridge Consulting Services**	**Exeter Associates**
Qualifications, technical expertise, certifications, knowledge and practical experience that the organization or individual possesses, including that of the staff and any subcontractors proposed to be assigned to the engagement, providing services directly relevant to the specified scope of services. (Maximum Point Score: 25)	23	22
Clarity and appropriateness of proposed general approaches, and demonstrated knowledge of relevant subject matter. (Maximum Point Score: 20)	19	17
General experience and qualifications in providing similar services in New Hampshire as well as other state regulatory agencies, including similar current or prior engagements. (Maximum Point Score: 25)	25	23
Cost of consulting services and expenses, including the competitiveness of the proposed fees and/or hourly rates and any proposed discounts or other benefits. Cost savings that may result from a firm having responded to multiple concurrent requests for proposals may be considered. (The DOE reserves the right to negotiate lower fees or a different hourly rate structure than proposed, with any selected firm(s) or individuals.) (Maximum Point Score: 20)	15	17
Overall responsiveness to the requirements of the RFP, including completeness, clarity, and quality of Proposal, including proposed, scope of work, allocation of resources, and project schedule. (Maximum Point Score: 10)	10	6
TOTAL SCORE	92	85

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Energy		1.2 State Agency Address 21 S. Fruit Street, Suite 10 Concord, NH 03301	
1.3 Contractor Name Blue Ridge Consulting Services, Inc.		1.4 Contractor Address 114 Knightsridge Road, Travelers Rest, SC 29690	
1.5 Contractor Phone Number 864-420-8084	1.6 Account Number 52160000/500464	1.7 Completion Date 9/30/2022	1.8 Price Limitation $74,840
1.9 Contracting Officer for State Agency Thomas C. Frantz, Director, Regulatory Support Division		1.10 State Agency Telephone Number 603-271-3670	
1.11 Contractor Signature Donna Mullinax Date: 10/12/21		1.12 Name and Title of Contractor Signatory Donna Mullinax, President	
1.13 State Agency Signature Jared C Date: 10/19/21		1.14 Name and Title of State Agency Signatory Jared S. Chicoine, Interim Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On: 10/20/2021			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DHM
Date 10/12/21

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

Contractor Initials DHM
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8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.
8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.
9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein

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contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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EXHIBIT A

SPECIAL PROVISIONS

1. In lieu of the insurance requirement set forth in Paragraph 14 of the General Provisions, the Department will accept commercial general liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less than:

   $1,000,000 for each occurrence
   $1,000,000 for damage to rented premises
   $10,000 for medical expenses (for any one person)
   $1,000,000 for personal and advertising injury
   $2,000,000 general aggregate
   $2,000,000 for products and completed operations aggregate

EXHIBIT B

SCOPE OF SERVICES

The Contractor(s) shall be engaged by, and report to, the Department, to

Thomas C. Frantz
Director, Regulatory Support Division
thomas.c.frantz@energy.nh.gov

This exhibit is intended as a summary of the work described in RFP #2021-018 and Contractor's Response to RFP #2021-018, and is not intended to limit the scope of services as set forth therein.

1. Project Schedule

Contractor shall commence work immediately following approval of this Agreement by the Governor and Executive Council. Contractor shall schedule an initial project scoping meeting with the Department to occur during November, 2021, or a mutually agreeable date within 30 days following approval of this Agreement by the Governor and Executive Council. The purpose of the meeting shall be to review and refine the scope, task, and project approach requirements; to establish a project plan and schedule with key milestones and deliverables, as applicable; and to establish project management and communications protocols to ensure that the information requirements of both the Department and Contractor are satisfied.

2. Project Management

Status calls or meetings shall be conducted by Contractor's project manager with the Department, on a monthly basis or when requested by the Department, to discuss project status, progress, action items, and budget status.

For any activities not addressed in the project schedule section above or requiring modification as the work progresses, Contractor shall work with the Department to set a mutually agreeable schedule and related budget.

3. Additional Requirements

Contractor shall maintain confidential all non-public information to which it has access until such time as it is instructed otherwise by the Department. In the process of preparing any and all deliverables, Contractor shall work closely with the Department in order to facilitate effective knowledge transfer on each issue. At the conclusion of performance of services hereunder, Contractor shall make available to the Department summaries of significant work papers and source documents as requested.

Contractor Initials DHM

Date 10/12/21

EXHIBIT C

CONTRACT AMOUNT, TERMS AND METHODS OF PAYMENT

1. This contract becomes effective on the date of approval by the Governor and Executive Council and concludes on September 30, 2022.

2. Blue Ridge Consulting Services, Inc. (Contractor) will charge for professional consulting services for time involved and expenses incurred in an amount not to exceed $74,840. Services will be provided as set forth in Exhibit B. The Detailed Program Budget and Staffing section in Contractor's proposal dated September 24, 2021describes reasonable, expected allocation of hours for the services, at the following hourly rates:

Name	Labor Rate (fully loaded) ($/hour)
Donna M. Mullinax	225.00
Dan Salter	195.00
Joe Freedman	195.00
Wen Hudson	175.00
Tracy Klaes	175.00

All out-of-pocket costs and expenses, including travel, will be invoiced at cost without mark-up and are subject to the Price Limitation set forth below. The Contractor includes the employees and subcontractors identified in the Contractor's proposal. The State will not pay any subcontractor directly for its services to the Contractor. The amount to be paid to the Contractor, including the amounts paid for services provided to the Contractor by any permitted subcontractor, shall not exceed the Price Limitation set forth below. The Contractor shall not substitute or change any subcontractor or other personnel identified in its Proposal without written notice to and the consent of the Department of Energy (Department), such consent not to be unreasonably withheld.

3. Price Limitation: The contract price shall not exceed $74,840 in total.

4. Method of Payment: Payment shall be made as set forth herein below, on completion of the assigned work on the basis of monthly invoices approved by the Department. All invoices shall be supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred and copies of receipts. Invoices will provide adequate back-up including the hours worked per individual during the month and the service provided during those hours. The Department can request additional supporting information, as necessary. Invoices will be submitted to: Business Office, New Hampshire Department of Energy, 21 South Fruit Street, Suite 10, Concord, New Hampshire 03301-2429 or via email to ENGY-BusinessOfficeGroup@energy.nh.gov.

Contractor Initials DMM

Date 10/12/21

Payments hereunder are contingent upon the availability of funds assessed pursuant to RSA 365:37, II. The Department will assess the costs of the contract to the appropriate party(ies) and upon receipt of payment of the assessment, will process payment to the Contractor.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BLUE RIDGE CONSULTING SERVICES, INC. is a South Carolina Profit Corporation registered to transact business in New Hampshire on June 06, 2017. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **772428**

Certificate Number: **0005454410**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of October A.D. 2021.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
(Corporation with Notary Seal)

I, Tracy Klaes, do hereby certify that:
(Name of Clerk of the Corporation, cannot be the one who signed the contract)

1. I am a duly elected Secretary of Blue Ridge Consulting Services, Inc.
(The Corporation)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on October 12, 2021.
(Date given authority)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Energy for the provision of regulatory consulting services.

RESOLVED: That Donna Mullinax, President.
(Title of one who signed the contract)
is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of October 12, 2021.
(Date Contract Signed)

4. Tracy Klaes (is/are) the duly elected Secretary.
(Name of Corporate Signatory) (Title of Corporate Signatory)
of the Corporation.

(Signature of the Clerk of the Corporation)

STATE OF NC
County of Henderson

The foregoing instrument was acknowledged before me this 14th day of October, 2021, by Tracy Klaes.
(Name of person signing above, Clerk of the Corporation)

SARAH L EDWARDS NOTARY PUBLIC My Comm. Expires 9/21/2025 Henderson County, North Carolina

(NOTARY SEAL)

Notary Public / Justice of the Peace

Commission Expires: 9/21/25

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
J.Freeman & Associates, Inc.
Post Office Box 3597
Greenville SC 29608

CONTACT NAME: P&C-Comm
PHONE (A/C, No, Ext): (864) 331-4400 FAX (A/C, No): (864) 331-4401
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Hartford	
INSURER B: Capitol Specialty Insurance	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Blue Ridge Consulting Services, Inc.
114 Knightsridge Road
Travelers Rest SC 29690

COVERAGES CERTIFICATE NUMBER: CL2183104400 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			22 SBA AA4046	08/15/2021	08/15/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			22 SBA AA4046	08/15/2021	08/15/2022	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Hired & Non-Owned	$ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			22 SBA AA4046	08/15/2021	08/15/2022	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		22 WBC AB5L11	08/15/2021	08/15/2022	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional Liability			SGC02176-11	08/15/2021	08/15/2022	Each Act / Aggregate	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Department of Energy
21 S. Fruit Street, Suite 10
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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