

JH

COMMISSIONER
Jared S. Chicoine

113

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Website:
www.energy.nh.govDEPUTY COMMISSIONER
Christopher J. Elms, Jr.DEPARTMENT OF ENERGY
21 S. Fruit St., Suite 10
Concord, N.H. 03301-2429

June 28, 2023

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

Pursuant to RSA 365:37, authorize the New Hampshire Department of Energy (Department) to enter into a contract with Market Decisions, LLC, of Portland, Maine, Vendor # (153367), for an amount not to exceed \$149,570, to provide expertise in quantitative research to conduct a benchmark survey that will assess the current state of awareness and understanding, by New Hampshire energy consumers, of the benefits of energy efficiency. The contract is to be effective upon the date of Governor and Council approval through April 30, 2024. **Funding is 100% Other.**

Funding will be available pursuant to RSA 365:37 in 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:

02-52-52-520010-13820000-046-500464:	<u>FY 24</u>	<u>Total</u>
	\$149,570	\$149,570

EXPLANATION

The Department respectfully requests authority to enter into a contract in an amount not to exceed \$149,570 with Market Decisions, LLC, a consulting firm that has significant expertise in quantitative research.

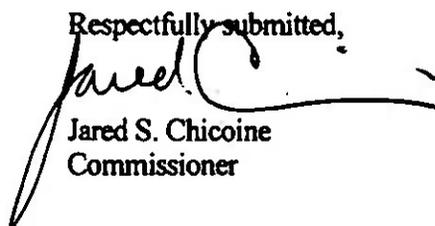
The Department issued a Request for Proposals (RFP) on February 24, 2023. The notice of the RFP was published in the Union Leader for three days and was posted on the Department's website. The Department received 22 responses to its RFP, of which 14 were found to be incomplete. An evaluation team made up of the Consumer Services Director, Regulatory Division Director, and a Utility Analyst III reviewed the eight complete RFP responses. Market Decisions, LLC was determined to be the highest scoring qualified proposal.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
June 28, 2023
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No General Funds are requested for this contract. Funds will be collected pursuant to 365:37, which permits the Department to obtain experts and assess the costs to the regulated electric utilities who are mandatory parties to the proceeding.

Your consideration of this request is appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jared S. Chicoine", with a long horizontal flourish extending to the right.

Jared S. Chicoine
Commissioner

RFP #2023-003
Quantitative Research Survey Consultant

SCORING SUMMARY MATRIX

Of the 22 proposals received, eight were deemed complete with the remaining 14 disqualified. The eight proposals were reviewed, references contacted, and scoring completed by the Department evaluation team. No interviews were conducted by the evaluation team. The evaluation team consisted of Amanda Noonan, Consumer Services Director, Thomas Frantz, Regulatory Support Director, and Stephen Eckberg, Utility Analyst in the Regulatory Support Division.

Scoring Criteria & Maximum Points	Evergreen Economics	Essense Partners	Level 7	Magld	Market Decisions	OSG Analytics	RSG	UNH
Qualifications, technical expertise, certifications, and knowledge 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: 15)	15	7	10	5	15	10	15	14
Clarity and appropriateness of proposed general approaches and demonstrated knowledge of relevant subject matter, including proposed allocation of resources and time to critical tasks, proposed scope of work, and project schedule. (Maximum Point Score: 25)	22	8	12	8	20	13	21	20
Experience and qualifications in providing similar services in New Hampshire as well as other states and to other regulatory agencies. General experience providing similar services. (Maximum Point Score: 20)	18	7	13	4	19	11	15	16

RFP #2023-003
Quantitative Research Survey Consultant

Scoring Criteria & Maximum Points	Evergreen Economics	Esense Partners	Level 7	Magid	Market Decisions	OSG Analytics	RSG	UNH
Cost of consulting services, and expenses, including the competitiveness of the proposed budget 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. (Maximum Point Score: 25)	3	25	15	9	6	3	4	13
Overall responsiveness to the requirements of the RFP, including completeness, clarity, and quality of proposal. (Maximum Point Score: 15)	14	5	7	5	15	8	15	10
TOTAL SCORE	72	52	57	31	75	45	70	73
Price	\$250,390	\$35,000	\$57,400	\$107,600	\$149,570	\$297,000	\$241,702	\$69,700

FORM NUMBER P-37 (version 2/23/2023)

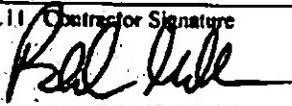
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Energy		1.2 State Agency Address 21 S. Fruit St., Ste. 10, Concord, NH 03301	
1.3 Contractor Name Market Decisions, LLC		1.4 Contractor Address 511 Congress St., Ste. 801, Portland, ME 04101	
1.5 Contractor Phone Number 207-767-6440	1.6 Account Unit and Class 02-52-52-520010-13820000-046-500464	1.7 Completion Date April 30, 2024	1.8 Price Limitation \$149,570
1.9 Contracting Officer for State Agency Amanda Noonan		1.10 State Agency Telephone Number 603-271-1164	
1.11 Contractor Signature  Date: 6/6/23		1.12 Name and Title of Contractor Signatory Patrick Madden, President	
1.13 State Agency Signature  Date: 6/6/23		1.14 Name and Title of State Agency Signatory Jared S. Chicoine, 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: 6/11/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity; 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. 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.

18. 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.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

EXHIBIT A
SPECIAL PROVISIONS

There are no revisions to the Standard Agreement Provisions.

EXHIBIT B
SCOPE OF SERVICES

Market Decisions, LLC (Consultant) will be engaged and supervised by the Department to perform the consulting work, and will work at the direction of, and in consultation with, Department personnel and also in consultation with the designated EESE Board project team. Specific tasks for the Consultant may include, but are not limited to, the following:

- 1) Work collaboratively with Department personnel and the designated EESE Board project team to develop a baseline of New Hampshire energy consumers' awareness and understanding of energy efficiency programs, techniques, incentives, and benefits.
- 2) Define the primary barriers, perceived or actual, preventing NH energy consumers from adopting cost effective energy efficiency.
- 3) Test messages to identify which would be most effective to further inform key demographic groups¹ about energy efficiency in NH.
- 4) Determine the best framing to convey messages about the benefits of energy efficiency and why investing in energy efficiency is good for energy customers.
- 5) Determine trusted messenger types for each of the key demographic groups.
- 6) Segment findings by age, gender, income, homeowner, renter, etc., as feasible.
- 7) Develop a statistically valid sample size to provide a 90% confidence level and a confidence interval of +/- 2.5%.
- 8) Conduct survey, compile survey data, and provide a report which would include, at a minimum, an executive summary that highlights findings and conclusions, the mean response by question, cross tabs by utility, gender, income, age, and housing status, and detailed findings in tabular, graphic and narrative format. Report data should be structured in such a way as to support future surveys.

¹ Key demographic groups include residential customers (low income, moderate income; non-low-moderate income), small business customers, municipalities, and non-profits.

EXHIBIT C

CONTRACT AMOUNT, TERMS AND METHODS OF PAYMENT

1. This contract agreement becomes effective on execution by the Department and concludes on April 30, 2024.
2. Market Decisions, LLC (Contractor) shall charge for services rendered on a time and materials basis with fees for professional services charged at the hourly rates specified in its Proposal for Quantitative Research Survey Consultant, submitted on April 7, 2023, in response to Department RFP #2023-003 (Proposal), and for related reasonable out-of-pocket expenses incurred, up to a total not-to-exceed price of \$149,570.00. Any and all such out-of-pocket costs and expenses, including travel and lodging, will be invoiced at cost without mark-up and are subject to the Price Limitation below.
3. **Price Limitation:** The total amount paid for services and costs pursuant to the contract shall not exceed \$149,570.00.
4. **Method of Payment:** Payment shall be made on satisfactory completion of the assigned work on the basis of monthly invoices reviewed and 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 out-of-pocket expenses incurred and copies of receipts. Invoices shall provide adequate back up including the dates and hours worked per individual during the month and the service provided during those hours. Invoices shall be submitted by email to Amanda Noonan at amanda.o.noonan@energy.nh.gov or mailed to her at the New Hampshire Department of Energy, 21 South Fruit Street, Suite 10, Concord, New Hampshire 03301-2429.

Payments hereunder are contingent upon the availability of funds collected pursuant to RSA 374-F, VI-a(a)(1), allocated under RSA 374-F, VI-a(b); and assessed pursuant to RSA 365:37. The Department shall assess the costs of the contract to the appropriate party(ies) and, upon payment of the assessment, shall process payment to the Contractor.

MARKET DECISIONS, LLC

CLERK'S CERTIFICATE OF INCUMBENCY AND AUTHORITY

The undersigned, being the Clerk and Registered Agent of MARKET DECISIONS, LLC, a Maine limited liability company (the "Company"), hereby certifies to the recipient as follows as of the date set forth below:

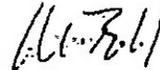
1. The sole Member of the Company is Mildner Corporation.
2. The Managers of the Company are Curtis A. Mildner and Nathaniel C. Mildner.
3. The Managers of the Company have appointed certain officers as follows:

President	Patrick Madden
Vice-President	Nathaniel C. Mildner
Vice-President	Jennifer Oliver

4. Attached hereto is a true and accurate copy of a resolution of the Managers and the sole Member of the Company, which resolution remains in full force and effect, unamended, as of the date hereof.

I further certify that I am the Clerk of the Company and have possession of the records documenting the above-stated certifications.

The undersigned has caused this instrument to be signed and sealed in Kennebunk, Maine, as of this 31st day of May, 2023.



Michael W. Macleod-Ball, Clerk

MARKET DECISIONS, LLC.

ACTIONS TAKEN BY UNANIMOUS WRITTEN CONSENT OF THE MANAGERS AND SOLE MEMBER WITHOUT A MEETING

Pursuant to 31 M.R.S.A. § 1556 and Article 3 of the Operating Agreement of Market Decisions, LLC (the "Company"), the undersigned, being all of the Managers and the sole Member of the Company, hereby consent to the taking of and hereby take the following actions, without actually holding a meeting of the Managers or the Members, such actions being stated in the form of and to be as fully effective as if taken by resolutions of the Managers and resolutions of the sole Member of the Company at a meeting thereof duly called and held on the date hereof at which the Managers and the sole Member, respectively, were present and acting throughout:

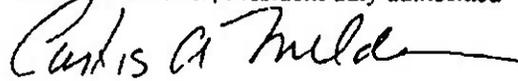
VOTED: That the Company be and hereby is authorized to enter into a contract with the State of New Hampshire or the New Hampshire Department of Energy relating to a certain RFP #2023-003 entitled "Quantitative Research Survey Consultant" running approximately from June 1, 2023, to April 30, 2024, on such terms as any Manager, President, or Vice-President of the Company deems reasonable and appropriate and, further, that Curtis A. Mildner in his capacity as Manager of the Company, Patrick Madden in his capacity as President of the Company, Jennifer Oliver in her capacity as Vice-President of the Company, or Nathaniel C. Mildner in his capacity as Vice-President of the Company, acting singly, be and hereby is authorized and directed to execute and deliver said contract, thereby binding the Company to its terms.

Dated as of 5/31, 2023

Mildner Corporation (Sole Member)



Curtis A. Mildner, President duly authorized



Curtis A. Mildner, Manager



Nathaniel C. Mildner, Manager

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MARKET DECISIONS, LLC is a Maine Limited Liability Company registered to transact business in New Hampshire on April 07, 2008. 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: 594403

Certificate Number: 0006235153



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of May A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/22/2023

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 Cole Harrison Insurance P O Box 358 Kennebunk, ME 04043-7086	CONTACT NAME: Carrie J. Mekkelsen PHONE (AC, Ho, Ext): (207) 985-3361 E-MAIL ADDRESS: cmekkelsen@colaharrison.com	FAX (AC, No): (207) 985-7977
	INSURER(S) AFFORDING COVERAGE	
INSURED Market Decisions LLC 511 Congress St. Suite 801 Portland, ME 04101	INSURER A: Hanover Insurance Company	NAIC # 22292
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

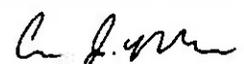
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

INSTR	TYPE OF INSURANCE	ADDL SUBR INSD Y/N	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	OHP5881804	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		AHP6077567	02/01/2023	02/01/2024	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	OHP5881804	12/31/2022	12/31/2023	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) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	WHP5881803	12/31/2022	12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Privacy & Security Liability Cyber Extortion	Y	LHPA935071 06	12/31/2022	12/31/2023	\$1000000/\$2000 \$10,000 \$100,000/\$100,0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured as required by contract.

*Cancellation clause of 30 days will apply with the exception of Non-Payment in which Maine Law has a 10 day notice

CERTIFICATE HOLDER **CANCELLATION**

New Hampshire Department of Energy 21 South Fruit Street, Ste. 10 Concord, NH 03301	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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