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CHAIRMAN
Daniel C. Goldner

Tel. (603) 271-2431

COMMISSIONER
Pradip K.
Chattopadhyay

Website:
www.puc.nh.gov



PUBLIC UTILITIES COMMISSION

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

COMMISSIONER
Carleton B. Simpson

July 19, 2023

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

REQUESTED ACTION

Authorize the Public Utilities Commission (PUC) to enter into a contract with Bates White, LLC of Washington, DC, in an amount not to exceed \$153,750, for consulting services related to utility analysis, data collection, extraction, cleaning, and modeling to provide analysis to the PUC on an as needed basis, effective upon Governor & Council approval through July 31, 2025, with the option to renew for an additional term of 2 years with Governor and Executive Council approval. **100% Other Funds (Utilities Assessment).**

Funds are anticipated to be available in the following account for State Fiscal Year 2024 and 2025 upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

<u>Account</u>	<u>Description</u>	<u>FY24</u>	<u>FY25</u>	<u>Total</u>
02-52-55-550010-18920000-046-500464	Consultants	\$90,000	\$63,750	\$153,750

EXPLANATION

The PUC respectfully requests approval of a contract in an amount not to exceed \$153,750 with Bates White, LLC, to secure the services of an outside contractor with experience in utility analysis. The contractor will provide the commission with analyses, reports, and other deliverables on the following topics:

- Financial analysis of books and records of utility companies; including reports recommendations of critical metrics.
- Market analysis related to the factors that impact the costs of utility services, including a report and accompanying dashboard.
- Technical analysis of legislative proposals affecting the PUC.
- Analysis of utility capital asset planning process.
- Analysis of integrated resource plans, data platform, demand response, and energy efficiency approaches.
- Utility comparison metrics, energy market analysis, economic impact analysis, programmatic cost analysis, and cost analysis (including cost-benefit analysis and cost-effective analysis).

The PUC issued a Request for Proposals (RFP) on March 24, 2023. The notice of the RFP was published on the PUC's website. The PUC received two proposals, but only one was determined to be a fully qualified proposal. An evaluation team made up of Alexander Speidel (senior advisor), Al-Azad Iqbal (senior advisor), Anne Ross (senior advisor), Eric Wind (senior advisor), and Rizwana Alamgir-Arif (senior advisor) reviewed the two proposals. These were scored using the selection criteria identified in the RFP and weighted as follows: expertise (maximum of 35 points), experience (maximum of 35 points), and cost (maximum of 30 points). Bates White, LLC was determined to be the highest scoring qualified proposal at a 72.5-point score.

Should the Governor and Council not approve this contract, the PUC will be not able to adequately analyze its workload of dockets.

In the event that utility assessment funds are no longer available, general funds will not be requested to support this contract.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Daniel C. Goldner", with a stylized flourish at the end.

Daniel C. Goldner
Chairman
Public Utilities Commission

Scoring Sheet Summary

The PUC received two proposals in response to Utility Consultant RFP 2023-001.

A staff-level evaluation team comprised of Alexander Speidel (senior advisor), Al-Azad Iqbal (senior advisor), Anne Ross (senior advisor), Eric Wind (senior advisor), and Rizwana Alamgir-Arif (senior advisor) was established to review compliance of the proposals, received from vendors as described in section 6 of the RFP. Commissioners were not provided access to information at any stage of the evaluation process.

Final Score

Technical categories received a combined weight of 70 out of 100, while the cost category received a weight of 30 out of 100. The average of the final scores (out of 100) received from each evaluator for each vendor were used to determine the final score for each vendor. Based on this process, Bates White, LLC was determined to be the highest qualified proposal.

	Bates White, LLC
Expertise	35
Experience	33
Cost	4.5
Total	72.5
Pricing Information	\$504/hour

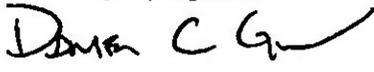
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Public Utilities Commission		1.2 State Agency Address 21 South Fruit Street, Suite 10 Concord, NH 03301-2429	
1.3 Contractor Name Bates White, LLC		1.4 Contractor Address 2001 K Street NW, North Building, Suite 500 Washington, DC 20006	
1.5 Contractor Phone Number 202.652.2180	1.6 Account Unit and Class 18920000-046-500464	1.7 Completion Date 7/31/2025	1.8 Price Limitation \$153,750
1.9 Contracting Officer for State Agency Chad M. Hodges		1.10 State Agency Telephone Number (603) 271-2431	
1.11 Contractor Signature Vincent Musco <small>Digitally signed by Vincent Musco DN: cn=Vincent Musco, o=Partners Reason: I am the author of this document Location: Date: 2023-07-10 15:43:01 -04'</small> Date: 7/10/23		1.12 Name and Title of Contractor Signatory Vincent Musco, Partner	
1.13 State Agency Signature  Date: 7/10/23		1.14 Name and Title of State Agency Signatory Daniel C. Goldner, Chairman, Public Utilities Commission	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>Lorris A Rudis</i> Director, On: 07/11/2023			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>J.D. Ladd</i> On: 7/10/2023			
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.

State of New Hampshire Public Utilities Commission

Exhibits to the Contract Between the New Hampshire Public Utilities Commission and Bates White, LLC for a Period through July 31, 2025.

Exhibit A

There are no modifications to the signed Form Number P-37.

Exhibit B

1. When requested, Bates White, LLC shall provide the Public Utilities Commission (PUC) with a financial analysis of the books and records of utility companies, as well as an analysis of utility companies' finances. The analyses provided are to include a report recommending which critical metrics should be reported on by companies to the PUC.
2. When requested, Bates White, LLC shall provide the PUC with a market analysis of the factors that impact the various cost categories of utility services. The analyses provided is to include a report and accompanying dashboard presenting the analysis visually.
3. When requested, Bates White, LLC shall provide the PUC with technical analysis of legislative proposals affecting the PUC.
4. When requested, Bates White, LLC shall provide the PUC with an analysis of a utility's capital asset planning process.
5. When requested, Bates White, LLC shall provide the PUC with analysis of utility programming and planning. Such analyses; include reports on integrated resource plans, a data platform, demand response, and energy efficiency approaches.
6. When requested, Bates White, LLC shall provide the PUC with an analysis of the trends in the utility industry as well as project-specific analysis of utility companies regulated by the PUC. Such analyses are to include, but are not limited to, comparison metrics, energy market analysis, economic impact analysis, programmatic cost analysis, and cost analysis (including cost-benefit analysis and cost-effective analysis).
7. For each report, project, analysis, or deliverable that the PUC orders from Bates White, LLC under this contract, the PUC will provide Bates White, LLC with whatever information or data in its custody or control that will be the subject of the ordered work. The PUC will provide any necessary specifications of the finished product but will otherwise not direct the format or conclusion of any report, project, analysis, or other deliverable.

Contractors Initials Vincent Musco

Date 7/10/23

8. It is expressly understood by the parties that Bates White, LLC will perform the contracted services based upon its in-house expertise. In no event shall the PUC be required or expected to provide training in the provision of these services.

9. It is expressly understood by the parties that the PUC will exercise no control over the hiring, firing, supervision, and compensation of Bates White, LLC staff, if any. Nor shall the PUC exercise control over the hours worked by Bates White, LLC, except that the PUC may require contracted work to be completed by specific deadlines. The PUC may also require a representative of Bates White, LLC to attend certain PUC hearings or meetings consistent with the provision of the contracted work.

10. The PUC disclaims any right to exclusivity of Bates White, LLC services, except that Bates White, LLC agrees that it will not provide its services to any party that appears before the PUC if those services are directly related to a matter pending before the Commission and for which Bates White, LLC provided or is providing services to the PUC.

11. Bates White, LLC is responsible for providing its own equipment, including but not limited to, computers, internet connection, software, and subscriptions. The PUC, through the New Hampshire Department of Information Technology, shall establish a NH State FTP (File Transfer Protocol) account for file sharing and state controlled electronic storage for the purpose of receiving and storing confidential information. Bates White, LLC will use the state FTP storage and transfer account exclusively for the provision of services under this contract and not for any other purpose. All data (files, documents, spreadsheets) sensitive or confidential in nature are to be shared solely via the NH State FTP (File Transfer Protocol). Upon demand or termination of this contract, Bates White, LLC shall immediately return all data and State property to the State.

Vincent Musco
Contractors Initials

Date 7/10/23

Exhibit C

The Price limitation of this contract is \$153,750.

The hourly billable rates are to be as follows:

Consultant	Title	Rate (\$/hour)
Vincent Musco	Partner	\$635
Carolyn Berry	Principal	\$615
Collin Cain	Partner	\$680
Frank Mossburg	Partner	\$635
Karen Morgan	Principal	\$530
Nicolás Puga	Partner	\$720
Spencer Yang	Principal	\$615
Marjorie Romero	Senior Consultant	\$460
Galen Erickson	Senior Consultant	\$460
Antara Khadria	Consultant II	\$370
Neelesh Pandey	Consultant II	\$370
Maya Schroder	Consultant I	\$345

The PUC shall issue task orders to Bates White, LLC for all ordered deliverables. For each deliverable ordered, Bates White, LLC shall provide to the PUC a cost estimate, the anticipated number of work hours required for all assigned personnel, and anticipated date of completion. The Chairman of the PUC must approve the Bates White, LLC cost estimate before any work may be undertaken for the task order. Prior to exceeding a cost estimate, Bates White, LLC must receive approval from the Chairman of the PUC.

Bates White, LLC shall invoice the PUC on a monthly basis and no later than once every two months for all services provided under this contract. The Bates White, LLC's invoices will include the number of work hours per task order during the invoiced period.

The Chairman of the PUC shall have 15 business days to review the invoices and request any adjustments. No later than 15 business days after approval of the invoice by the Chairman of the PUC, the PUC shall render payment to the bank account of Bates White, LLC in the amount approved by the Chairman of the PUC.

Bates White may update its hourly billable rates shown in the table above after the first year of the contract, increasing rates by the lower of (a) the year-over-year Consumer Price Index and (b) 5%.


 Vincent Musco
 Contractors Initials

Date 7/10/23



State of New Hampshire

Department of State



Accepted Date: 07/07/2023
Business Name: BATES WHITE, LLC
Principal Office Address: 2001 K Street NW, N. Bldg., Suite 500, Washington, DC, 20006, USA

RE: Acceptance of Business Formation

This letter is to confirm the acceptance of the following business formation:

Business ID: 936394
Filing #: 6266344
Effective Date: 07/07/2023
Payment Transaction #: 20239980786746001

To maintain your business registration in good standing you must maintain a Registered Agent at all times.

You must also file an annual report no later than April 1st of each year. To file your annual report please go to <https://quickstart.sos.nh.gov/online/Account>.

It is incumbent upon you to keep this office informed of address or email changes to ensure that all communications from our office reaches you.

Please visit our website for helpful information regarding all your business needs. If you require assistance or should you have any questions, you may contact the Corporation Division using the information provided below.

Please reference your Business ID in your communication.

Thank you,

New Hampshire Department of State
Corporation Division



State of New Hampshire

Department of State

Filed
 Date Filed : 07/07/2023 07:58:00 AM
 Effective Date : 07/07/2023 07:58:00 AM
 Filing # : 6266344 Pages : 3
 Business ID : 936394
 David M. Scanlan
 Secretary of State
 State of New Hampshire

Form FLLC-1
 RSA 304-C:175

APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED LIABILITY COMPANY

PURSUANT TO THE PROVISIONS of the New Hampshire Limited Liability Company laws, the undersigned hereby applies for registration to transact business in New Hampshire and for that purpose submits the following statement:

FIRST: The name of the limited liability company is:

BATES WHITE, LLC

SECOND: The name which it proposes to register and do business in New Hampshire is:

BATES WHITE, LLC

Principal Business Information:

Principal Office Address:

<u>2001 K Street NW, N. Bldg., Suite 500</u>	<u>Washington</u>	<u>DC</u>	<u>20006</u>
(no. & street)	(city/town)	(state)	(zip code)

Principal Mailing Address(if different):

<u>2001 K Street NW, N. Bldg., Suite 500</u>	<u>Washington</u>	<u>DC</u>	<u>20006</u>
(no. & street)	(city/town)	(state)	(zip code)

Business Phone: 202-747-1438

Business Email: jen.haas@bateswhite.com

Notification Email: jen.haas@bateswhite.com

Please check if you would prefer to receive the Annual Report Reminder Notice by email.

THIRD: It is formed under the laws of Delaware

FOURTH: The date of its formation is 01/05/2009

FIFTH: Describe the nature of the business or purposes to be conducted or promoted in New Hampshire (and if known, list the NAICS Code and Sub Code):

54-Professional, Scientific, and Technical Services - 690-Other Scientific and Technical Consulting Services

SIXTH: The name of its registered agent in New Hampshire is:

C T Corporation System (1108)

The complete address of its registered office IN NEW HAMPSHIRE (agent's business address) is:

2 1/2 Beacon Street	Concord	NH	03301 4447
(no. & street)	(city/town)	(state)	(zip code)

Manager/Member Information:

<u>Name</u>	<u>Title</u>	<u>Address</u>
Andrew Evans	Member	2001 K Street NW, N. Bldg., Suite 500, Washington, DC, 20006, USA
Benjamin Scher	Member	2001 K Street NW, N. Bldg., Suite 500, Washington, DC, 20006, USA
Bert Douglas Bernheim	Member	2001 K Street NW, N. Bldg., Suite 500, Washington, DC, 20006, USA
Charles Bates	Chairman of the Board of Directors	2001 K Street NW, N. Bldg., Suite 500, Washington, DC, 20006, USA
Charles Mullin	Member	2001 K Street NW, N. Bldg., Suite 500, Washington, DC, 20006, USA
Cory Capps	Member	2001 K Street NW, N. Bldg., Suite 500, Washington, DC, 20006, USA
David DeRamus	Member	2001 K Street NW, N. Bldg., Suite 500, Washington, DC, 20006, USA
Eric Gaier	Member	2001 K Street NW, N. Bldg., Suite 500, Washington, DC, 20006, USA
George Rozanski	Member	2001 K Street NW, N. Bldg., Suite 500, Washington, DC, 20006, USA
Jodi Trulove	Member	2001 K Street NW, N. Bldg., Suite 500, Washington, DC, 20006, USA
Joseph Farrell	Member	2001 K Street NW, N. Bldg., Suite 500, Washington, DC, 20006, USA
Karl N. Snow	Member	2001 K Street NW, N. Bldg., Suite 500, Washington, DC, 20006, USA
Leemore Dafny	Member	2001 K Street NW, N. Bldg., Suite 500, Washington, DC, 20006, USA
Leslie Marx	Member	2001 K Street NW, N. Bldg., Suite 500, Washington, DC, 20006, USA
Martha Murray	Member	2001 K Street NW, N. Bldg., Suite 500, Washington, DC, 20006, USA
Michael Whinston	Member	2001 K Street NW, N. Bldg., Suite 500, Washington, DC, 20006, USA
Nicholas Hill	Member	2001 K Street NW, N. Bldg., Suite 500, Washington, DC, 20006, USA
Page Imperial	Member	2001 K Street NW, N. Bldg., Suite 500, Washington, DC,

		20006, USA
Robert Marshall	Member	2001 K Street NW, N. Bldg., Suite 500, Washington, DC, 20006, USA
Scott Weishaar	Member	2001 K Street NW, N. Bldg., Suite 500, Washington, DC, 20006, USA
Yaraslau Zayats	Member	2001 K Street NW, N. Bldg., Suite 500, Washington, DC, 20006, USA
Brian McClelland	Other Officer	2001 K Street NW, N. Bldg., Suite 500, Washington, DC, 20006, USA
Hemi Lee-Gallagher	Chief Financial Officer	2001 K Street NW, N. Bldg., Suite 500, Washington, DC, 20006, USA
Kevin O'Reagan	Other Officer	2001 K Street NW, N. Bldg., Suite 500, Washington, DC, 20006, USA
Stacy Reyan	Other Officer	2001 K Street NW, N. Bldg., Suite 500, Washington, DC, 20006, USA

The period of its duration is: Perpetual

Title: Other Officer

Signature: Jodi Trulove

Name of Signer: Jodi Trulove

Date signed: 07/07/2023

Effective Date: 07/07/2023 07:58:00 AM

Complete address of person signing: 2001 K Street NW, N. Bldg., Suite 500, Washington, DC, 20006, USA

Note: The sale or offer for sale of membership interests of the limited liability company will comply with the requirements of the New Hampshire Uniform Securities Act (RSA 421-B). The membership interests of the limited liability company: 1) have been registered or when offered will be registered under RSA 421-B; 2) are exempted or when offered will be exempted under RSA 421-B; 3) are or will be offered in a transaction exempted from registration under RSA 421-B; 4) are not securities under RSA 421-B; OR 5) are federal covered securities under RSA 421-B. The statement above shall not by itself constitute a registration or a notice of exemption from registration of securities within the meaning of sections 448 and 461(i)(3) of the United States Internal Revenue Code and the regulation promulgated thereunder.

*Shall be executed on behalf of the foreign limited liability company by a person with authority to do so under the laws of the state or other jurisdiction of its formation, or, if the foreign limited liability company is in the hands of a receiver, executor, or other court appointed fiduciary, trustee, or other fiduciary, it must be signed by that fiduciary.

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

State of New Hampshire
Department of State

CERTIFICATE OF EXISTENCE

OF

BATES WHITE, LLC

This is to certify that **BATES WHITE, LLC** is registered in this office as a **Delaware Limited Liability Company** to transact business in New Hampshire on 7/7/2023 7:58:00 AM.

Business ID: 936394



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of July A.D. 2023

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Certificate of Authority

I, **Jodi Trulove**, hereby certify that I am duly appointed General Counsel of Bates White LLC. I hereby certify the following individual currently holds the position of Partner and is authorized to bind the LLC for contractual obligations: **Vincent Musco**.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the LLC. This authority shall remain valid for thirty (30) days from the date of this certificate.

ATTEST: Jodi Trulove
Jodi Trulove, General Counsel/Chief Client Relations Officer

DATED: 7/10/23

District of Columbia

Signed and sworn to (or affirmed) before me

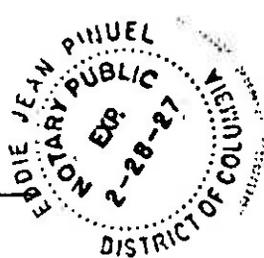
EDDIE JEAN PINUEL
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires February 28, 2027

on 7/10/2023 by Jodi Trulove
Date Name of Individual making statement

Eddie Jean Pinuel
Signature of Notarial Officer

Notary Public
Title of Office

My commission expires: 02/28/2027





EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
07/10/2023

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

AGENCY Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA		PHONE (AC, NO, Ext): (866) 283-7122	COMPANY Great Northern Insurance Co.	
FAX (AC, No): (800) 363-0105	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: 570000080965		LOAN NUMBER		POLICY NUMBER 36031893
INSURED Bates White LLC 2001 K Street, NW, North Building Suite 500 Washington DC 20006 USA		EFFECTIVE DATE 11/01/2022	EXPIRATION DATE 11/01/2023	CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/>
THIS REPLACES PRIOR EVIDENCE DATED:				

Holder Identifier :
Certificate No : 570100732886

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION	PERILS INSURED	BASIC			BROAD			SPECIAL		
		COVERAGES/PERILS/FORMS				AMOUNT OF INSURANCE			DEDUCTIBLE	
Commercial Property Coverage		Blkt Real & Personal				\$ 6,245,965				
		Business Income & Ex				\$ 30,000,000				

REMARKS (Including Special Conditions)

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.

ADDITIONAL INTEREST

NAME AND ADDRESS New Hampshire Public Utilities Commission 21 South Fruit Street, Suite 10 Concord NH 03301-2429 USA	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE		
	LOAN #		
AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc</i>			