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Daniel C. Goldner

COMMISSIONER
Pradip K.
Chattopadhyay

COMMISSIONER
Carleton B. Simpson

STATE OF NEW HAMPSHIRE

86

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Website:
www.puc.nh.gov

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

December 20, 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 Alvarez and Associates, LLC (DBA Wired Group) of Littleton, CO, (Vendor # 276985) in an amount not to exceed $109,200 for financial consultant services related to dockets DE 23-039 and DG 23-067 to included but not limited to capital investment analysis and operations and maintenance (O&M) expense analysis, effective upon Governor and Executive Council approval through December 20, 2026 with the option to renew for an additional term of 2 years (as determined) with Governor and Executive Council approval. **100% Other Funds (Utilities Assessment).**

Funds are available in the following account for State Fiscal Year (SFY) 2024, and 2025 and anticipated to be available inf SFY 2026 and 2027 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.

Account	Description
02-52-55-550010-18920000-046-500464	Financial Consultant Services

FY24	FY25	FY26	FY27	Total
$70,000.	$25,000.	$7,100	$7,100	$109,200

EXPLANATION

The PUC respectfully requests approval of a contract in an amount not to exceed $109,200 with Alvarez and Associates, LLC, to secure the services of an outside contractor with experience in financial consulting. The contractor will review and analyze DE 23-039 and DG 23-067 docket information available on https://www.puc.nh.gov/ in the virtual file room and when requested will provide the commission with works outlined in section 2 of RFP #2023-002 by conducting the following works and specific tasks outlined below.

- Capital Investment analysis.
- O&M expense analysis.

- A comprehensive comparison assessment examining physical infrastructure assets.
- Analyzing assets conditions, whether other engineering/operations criteria militating in favor of asset replacement.
- Cost analysis.
- Cost-control analysis.
- Asset-Based valuation analysis.
- O&M recurrent expense schedule analysis.
- Ancillary loading factor analysis.
- Provide side-by-side comparisons between the last electric or gas test year O&M expenditures, and the current test year values. If new categories of O&M have appeared in utilities schedules since the last test year, justifications should be elicited by Alvarez and Associates, LLC from utilities by data requests and or specifications provided by the PUC.

The PUC issued RFP #2023-002 on October 16, 2023. The RFP was posted on the PUC website and the Department of Administrative Services Procurement and Support Services statewide bids and proposals webpage. The RFP closed on November 3, 2023, with only one proposal received. The evaluation team determined that it was a responsive proposal by a qualified vendor.

Should the Governor and Council not approve this contract, the PUC will be limited in assessing the prudency of capital investments and recurring O&M expenses incurred by gas and electric utilities.

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

Respectfully Submitted,

Daniel C. Goldner
Chairman
Public Utilities Commission

EVALUATION REPORT SUMMARY

A staff-level RFP 2023-002 Financial Consultant Evaluation Committee was established to review compliance of the bids, received from vendors, against the minimum requirements as set forth in Section II of the Financial Consultant Request for Proposals guidelines document. During the evaluation period, the Contracting officer and Commissioners were excluded from the scoring and evaluation process.

Members of the Evaluation Committee: Rizwana Alamgir-Arif (Senior Advisor), Sarah Fuller (Senior Advisor), Al-Azad Iqbal (Senior Advisor), Alexander Speidel (Senior Advisor), Eric Wind (Senior Advisor).

Scoring of the Proposal

The evaluation Committee reviewed the proposal under the guidelines outlined in Section IV of the RFP. Following an initial evaluation of the proposal, the evaluation team reached out to the candidate to arrange an interview. The candidate was thoroughly interviewed, and writing samples as well as references were requested and checked. Upon completion of this stage, each evaluation committee member submitted a score for the vendor.

The evaluators used Scoring Criteria identified in the RFP and weighted as follows: Employee and Subcontractor Qualifications (maximum of 25 points), Proposed Scope of Work (maximum of 20 points), Experience (maximum of 25 points), Responsiveness to RFP (maximum of 10 points), and Cost of Consulting Services (maximum of 20 points). The average of the final scores (out of 100) received from each evaluator for the vendor were used to determine the final score. Based on this process, Alvarez and Associates, LLC received a final score of 89.2 and is the successful vendor in this process. See the table below for the score details.

FINAL SCORE

	Max Score	Evaluators' Score Average
Employee and Subcontractor Qualifications	25	23.8
Proposed Scope of Work	20	14.4
Experience	25	23.8
Cost of Consulting Services	20	19
Responsiveness to RFP	10	8.2
	100	89.2
		Cost $109,200

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 Alvarez and Associates, LLC (DBA Wired Group)		1.4 Contractor Address P.O. Box 620756 Littleton, CO USA 80162	
1.5 Contractor Phone Number 303-997-0317	1.6 Account Unit and Class 18920000-046-500464	1.7 Completion Date 12/20/2026	1.8 Price Limitation $109,200
1.9 Contracting Officer for State Agency Chad M. Hodges		1.10 State Agency Telephone Number (603) 271-2431	
1.11 Contractor Signature Date: 11-29-23		1.12 Name and Title of Contractor Signatory Paul Alvarez, President, Alvarez and Associates, LLC	
1.13 State Agency Signature Date: 11/29/23		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: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Jan-Daniel Innalles, AAG On: 12/1/2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials PA
Date 11-29-23

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.

Contractor Initials MB
Date 11-29-23

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.

Contractor Initials MB
Date 11-27-23

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.

Contractor Initials BJ
Date 11-29-23

Exhibits to P-37

State of New Hampshire Public Utilities Commission Exhibits to the Contract Between the New Hampshire Public Utilities Commission and Alvarez and Associates, LLC (DBA Wired Group) for a Period through December 20, 2026.

Exhibit A

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

Exhibit B

1. When requested, Alvarez and Associates, LLC shall provide the Public Utilities Commission (PUC) with Capital Investment analysis of specifications provided by the PUC.
2. When requested, Alvarez and Associates, LLC shall provide the PUC with O&M expense analysis of specifications provided by the PUC.
3. When requested, Alvarez and Associates, LLC shall provide the PUC with a comprehensive comparison assessment examining physical infrastructure assets of specifications provided by the PUC.
4. When requested, Alvarez and Associates, LLC shall provide the PUC with an analysis of assets conditions, whether other engineering/operations criteria militating in favor of asset replacement of specifications provided by the PUC.
5. When requested, Alvarez and Associates, LLC shall provide the PUC with a Cost analysis of specifications provided by the PUC.
6. When requested, Alvarez and Associates, LLC shall provide the PUC with a Cost-control analysis of specifications provided by the PUC.
7. When requested, Alvarez and Associates, LLC shall provide the PUC with an Asset-Based valuation analysis of specifications provided by the PUC.
8. When requested, Alvarez and Associates, LLC shall provide the PUC with an O&M recurrent expense schedule analysis of specifications provided by the PUC.
9. When requested, Alvarez and Associates, LLC shall provide the PUC with an Ancillary loading factor analysis of specifications provided by the PUC.
10. When requested, Alvarez and Associates, LLC shall provide the PUC with side-by-side comparisons between the last electric or gas test year O&M expenditures, and the current test year values. If new categories of O&M have appeared in utilities schedules since the last test year, justifications should be elicited by Alvarez and Associates, LLC from utilities by data requests and or specifications provided by the PUC.
11. For each report, project, analysis, or deliverable that the PUC orders from Alvarez and Associates, LLC under this contract, the PUC will provide Alvarez and Associates, 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. Alvarez and Associates, LLC will provide the PUC with an assessment of the need of a project or program, alternatives considered, timing of the project, accuracy of cost estimations, and criteria used in the selections of specifications provided by the PUC.
12. It is expressly understood by the parties that Alvarez and Associates, 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.

Contractor Initials MB
Date 11-22-23

13. It is expressly understood by the parties that the PUC will exercise no control over the hiring, firing, supervision, and compensation of Alvarez and Associates, LLC's staff, if any. Nor shall the PUC exercise control over the hours worked by Alvarez and Associates, LLC, except that the PUC may require contracted work to be completed by specific deadlines. The PUC may also require a representative of Alvarez and Associates, LLC to attend certain PUC hearings or meetings consistent with the provision of the contracted work.
14. The PUC disclaims any right to exclusivity of Alvarez and Associates, LLC services, except that Alvarez and Associates, 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 Alvarez and Associates, LLC provided or is providing services to the PUC.
15. Alvarez and Associates, 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. Alvarez and Associates, 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, Alvarez and Associates, LLC shall immediately return all data and State property to the State.

Exhibit C

The Price limitation of this contract is $109,200.

Associate	Rate Per Hour
Paul Alvarez	$260.00
Dennis Stephens	$260.00

The PUC shall issue task orders to Alvarez and Associates, LLC for all ordered deliverables. For each deliverable ordered, Alvarez and Associates, 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 Alvarez and Associates, LLC cost estimate *before any work may be undertaken for the task order. Prior to exceeding a cost estimate,* Alvarez and Associates, LLC must receive approval from the Chairman of the PUC.

Alvarez and Associates, LLC shall invoice the PUC on a monthly basis and no later than once every two months for all services provided under this contract. Alvarez and Associates, 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 Alvarez and Associates, LLC in the amount approved by the Chairman of the PUC.

Contractor Initials PA
Date 11-29-23

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 ALVAREZ AND ASSOCIATES, LLC is a Colorado Limited Liability Company registered to transact business in New Hampshire on November 21, 2023. 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: **947508**
Certificate Number : **0006348810**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this **21st** day of **November** A.D. **2023.**

David M. Scanlan
Secretary of State

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, PAUL ALVAREZ, **hereby certify** that I am the sole Partner, Member or
(Name)
Manager and the sole officer of ALVAREZ AND ASSOCIATES LLC a limited liability partnership
(Name of Partnership or LLC)

under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. 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 partnership or LLC and that this authorization **shall remain valid for thirty (30)** days from the date of this Corporate Resolution.

DATED: 12-1-23 **ATTEST:** PRESIDENT
(Name & Title)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/21/2023

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
Hiscox Inc.
5 Concourse Parkway
Suite 2150
Atlanta GA, 30328

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No):
E-MAIL ADDRESS: contact@hiscox.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hiscox Insurance Company Inc	10200
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Alvarez and Associates LLC DBA Wired Group DBA Wired Group
6483 Big Horn Trl
Littleton, CO 80125

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.

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:			P100.432.173.10	08/01/2023	08/01/2024	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ S/T Gen. Agg.
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			P100.428.758.10	08/01/2023	08/01/2024	Each Claim: $ 1,000,000 Aggregate: $ 1,000,000	

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

CERTIFICATE HOLDER
State of New Hampshire
21 S. Fruit Street
Suite 10
Concord, New Hampshire 03301-2429

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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Wired Group

Reducing the Cost of the Energy Transition™

November 29, 2023

New Hampshire Department of State
State House Room 204
107 North Main Street
Concord, NH 03381-4989

To whom it may concern:

Alvarez and Associates LLC dba Wired Group has no employees in New Hampshire or any other state. All Company work is performed by contractors, payments to whom are tracked and reported to the Internal Revenue Service on form 1099.

It has been brought to my attention that purchase of workers' compensation insurance is mandatory for companies wishing to do business in New Hampshire. However with no employees, Alvarez and Associates LLC dba Wired Group has no workers to insure. As a result, Alvarez and Associates LLC dba Wired Group does not purchase workers' compensation insurance, and New Hampshire's requirement to purchase workers' compensation insurance does not apply.

Thank you in advance for your consideration of an exemption from the requirement for workers' compensation insurance given our lack of employees.

Sincerely,

Paul Alvarez, President
Alvarez and Associates LLC dba Wired Group

P.O. Box 620756, Littleton, CO 80162 303-997-0317 www.wiredgroup.net www.utilityevalutor.com