

COMMISSIONER
Jared S. Chicoine

DEPUTY COMMISSIONER
Christopher J. Ellms, Jr.



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

5E

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

Tel. (603) 271-3670

FAX No. 271-1526

Website:
www.energy.nh.gov

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June 12, 2024

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

REQUESTED ACTION

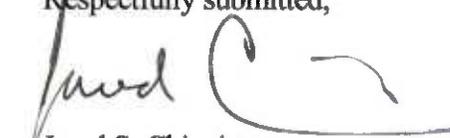
Pursuant to RSA 365:37, authorize the New Hampshire Department of Energy (Department) to amend an existing contract with Exeter Associates, Inc. d/b/a Exeter Associates of Maryland (Exeter Associates), of Columbia, MD 21044, Vendor # 226093, by extending the completion date from June 30, 2024 to December 31, 2024, to provide utility technical consulting services, effective upon Governor and Council approval. The original contract was approved by the Governor and Executive Council on August 2, 2023, Item #33. No additional funding is requested at this time. **100% Other (Special Utility Special Assessment).**

EXPLANATION

The Department respectfully requests authority to extend the completion date in an existing contract with Exeter Associates. The Department opened INV 2023-001, an investigative proceeding, pursuant to its investigative authority under RSA 12-P:2 and RSA 12-P:10. This investigative proceeding was opened May 24, 2023, and relates to procurement of default energy service by New Hampshire's regulated distribution electric utilities. The Department requires additional time to cover legislative reporting requirements.

Your consideration of this request is appreciated.

Respectfully submitted,


Jared S. Chicoine
Commissioner

CONTRACT AMENDMENT

This Contract Amendment (Amendment) is entered into by and between the State of New Hampshire, acting by and through the New Hampshire Department of Energy (Department), 21 S. Fruit Street, Concord, NH 03301, (hereinafter referred to as State) and Exeter Associates, Inc. d/b/a Exeter Associates of Maryland, of Columbia, MD 21044, (hereinafter referred to as the Contractor), collectively referred to as (the Parties).

WHEREAS, the Parties have entered into a Contract, approved by the Governor and Executive Council on August 2, 2023, Item #33 (hereinafter referred to as the Contract);

WHEREAS, the Parties desire to extend and amend the Contract as provided in this Amendment; and

WHEREAS, the Contract allows for amendments by an instrument in writing executed by both Parties;

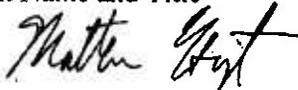
NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Contract, and set forth herein, the Parties hereto do hereby agree as follows:

1. Section 1.7, Completion Date, P-37 of the existing Contract is hereby deleted in its entirety and replaced with the following: December 31, 2024.
2. Exhibit C, Paragraph 1, replace June 30, 2024, with December 31, 2024.
3. This Amendment hereunder shall become effective upon approval by the New Hampshire Governor and Executive Council.
4. Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the Parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein.

IN WITNESS WHEREOF, the Parties hereto have set their hands the dates written below.

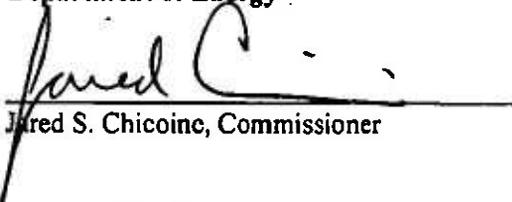
Exeter Associates, Inc. d/b/a Exeter Associates of Maryland

By: Matthew Hoyt, VP
Print Name and Title



Date: 4/30/2024

STATE OF NEW HAMPSHIRE
Department of Energy



Jared S. Chicoine, Commissioner

Date: 5/1/24

Approval by the Attorney General's Office (Form, Substance and Execution)

Christopher G. Aslin

Date: 5/13/2024

Print Name and Title Christopher G. Aslin, Senior Assistant Attorney General

Approval by the Governor and Executive Council

G&C Meeting Date: _____

G&C Item #: _____

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 EXETER ASSOCIATES, INC. is a Maryland Profit Corporation registered to do business in New Hampshire as EXETER ASSOCIATES OF MARYLAND on September 30, 1999. 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: 326216

Certificate Number: 0006680126



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of May A.D. 2024.

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

David M. Scanlan
Secretary of State

Corporate Resolution

I, Kevin Porter, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name) DBA Exeter Associates of Maryland
Exeter Associates, Inc. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on April 16, 2024

at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Matthew Hught, VP (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of
Exeter Associates, Inc. DBA Exeter Associates of Maryland
(Name of Corporation) with the State of New Hampshire and any of

its agencies or departments and further is authorized to execute any documents which
may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and
effect as of the date of the contract to which this certificate is attached. I further certify that it is
understood that the State of New Hampshire will rely on this certificate as evidence that the person(s)
listed above currently occupy the position(s) indicated and that they have full authority to bind the
corporation. To the extent that there are any limits on the authority of any listed individual to bind
the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated
herein.

DATED: 4/30/2024

ATTEST: [Signature]
(Name & Title)
Secretary / VP



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/21/2023

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 Welch, Graham & Ogden Ins., Inc. 7723 Ashton Avenue Manassas VA 20109		CONTACT NAME: Brian DeMay PHONE (A/C, No, Ext): (703) 530-1300 E-MAIL ADDRESS: bdemay@wgoins.com FAX (A/C, No): (703) 530-9994	
INSURED Exeter Associates, Inc. 10480 Little Patuxent Pkwy Columbia MD 21044		INSURER(S) AFFORDING COVERAGE INSURER A: Ace Property and Casualty Ins Company INSURER B: Chubb National Ins Co. INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 20699 10052	

COVERAGES **CERTIFICATE NUMBER:** 23-24 **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.

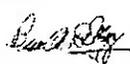
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			D96542604	09/28/2023	09/28/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			D96542604	09/28/2023	09/28/2024	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 DED <input checked="" type="checkbox"/> RETENTION \$ 0			D96542628	09/28/2023	09/28/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71799132	09/28/2023	09/28/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Insurance Verification

CERTIFICATE HOLDER

CANCELLATION

Department of Energy 21 S. Fruit St., 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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STATE OF NEW HAMPSHIRE

COMMISSIONER
Jared S. Chicoine

DEPUTY COMMISSIONER
Christopher J. Elms, Jr.



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

0 JUL 18 '23 PM 3:30 RCU

33

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

Tel. (603) 271-3670

FAX No. 271-1526

Website:
www.energy.nh.gov

August 2, 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 Exeter Associates, Inc. d/b/a Exeter Associates of Maryland (Exeter Associates), of Columbia, MD, Vendor # 226093, for \$91,115, to provide utility technical consulting services from a qualified consultant in the area of solicitation for and procurement of default energy supply in restructured electric utility markets. The contract is to be effective upon the date of Governor and Council approval through June 30, 2024. **100% Other (Special Utility Special Assessment).**

Funding will be available, pursuant to RSA 365:37, in account General Consultants.

02-52-52-520010-13820000-046-500464:	<u>FY 24</u>	<u>Total</u>
	\$91,115	\$91,115

EXPLANATION

The Department respectfully requests authority to enter into a contract in an amount not to exceed \$91,115 with Exeter Associates, a consulting firm specializing in strategic analysis and counsel regarding to electric sector matters. The Department opened INV 2023-001, an investigative proceeding, pursuant to its investigative authority under RSA 12-P:2 and RSA 12-P:10. This investigative proceeding was opened May 24, 2023, and relates to procurement of default energy service by New Hampshire's regulated distribution electric utilities.

The Department issued a Request for Proposals (RFP) on May 26, 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 three responses to its RFP. An evaluation team made up of the Director in the Department's Regulatory Support Division, an Administrator IV for Regulatory and a Department Staff Attorney/Hearings Examiner reviewed the three RFP responses. The bid responses were scored using the selection criteria identified in the RFP, weighted as follows: qualifications, technical, and practical experience (maximum of 25 points); clarity and appropriateness of proposed criteria evaluation, approaches and knowledge of relevant subject matter (maximum 20 points); general experience and qualifications in providing similar services

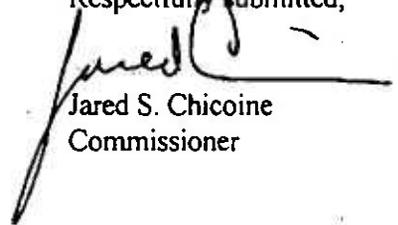
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
August 2, 2023
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(maximum 25 points); costs (maximum 20 points); and overall responsiveness to the RFP, including completeness, clarity, and quality (maximum 10 points). Exeter Associates was determined to be the highest scoring qualified proposal at 89 points versus an 84-point score for the second-highest qualified proposal.

The contract amount will not affect the General Fund. Funds will be assessed pursuant to RSA 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,



Jared S. Chicoine
Commissioner

RFP #2023-008 Default Service Investigation Consultant	Date of Review: June 23, 2023		
Scoring Team: Tom Frantz, Director of Regulatory; Liz Nixon, Administrator IV; Matt Young, Hearings Examiner			
Bidder:	Enel X Advisory Services	Liberty Consulting Group	Exeter Associates, Inc.
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: 25)	21	18	24
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: 20)	16	13	19
Experience and qualifications in providing similar services to regulatory agencies. General experience providing similar services, including experience in the ISO-NE markets. (Maximum Point Score: 25)	20	17	23
Cost of consulting services and expenses, including the competitiveness of the proposed budget and/or hourly rates and any proposed discounts or other benefits. (Maximum Point Score: 20)	20	4	14
Overall responsiveness to the requirements of the RFP, including completeness, clarity, and quality of proposal. (Maximum Point Score: 10)	7	6	9
Total Score	84	58	89
Pricing	\$61,390	\$316,000	\$91,115

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

1. 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 Exeter Associates, Inc. d/b/a Exeter Associates of Maryland		1.4 Contractor Address 10480 Little Patuxent Parkway, Ste 300, Columbia, MD 21044	
1.5 Contractor Phone Number 410-992-7500	1.6 Account Unit and Class 13820000-500464	1.7 Completion Date 6/30/24	1.8 Price Limitation \$91,115
1.9 Contracting Officer for State Agency Thomas Frantz		1.10 State Agency Telephone Number 603-271-6334	
1.11 Contractor Signature <i>Matthew Hoyt</i> Date: 6/08/23		1.12 Name and Title of Contractor Signatory Matthew Hoyt, Vice President	
1.13 State Agency Signature <i>Jared S. Chicoine</i> Date: 6/30/23		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: <i>Lorrie A Rudis</i> Director. On: 7/13/2023			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>[Signature]</i> On: 7/11/2023			
1.17 Approval by the Governor and Executive Council (if applicable) 33 G&C Item number: <i>33</i> G&C Item Date: <i>6/28/23</i>			

SECRETARY OF STATE
AUG 02 2023

Contractor Initials *MH*
Date: 6/28/23

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.

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

The consultant(s) will be hired and supervised by the Department to perform the consulting work, and will work at the direction of, and in consultation with, the Department. The consultant(s) chosen will be expected to investigate, analyze and assess various methodologies and approaches related to the assignment as detailed in the Department's Order of Notice. Among other things, tasks will include:

- Preliminary meeting regarding work plan with Department staff and periodic meetings with Department staff during the investigation;
- Review of the record in NHPUC docket IR 22-053;
- Preparation of data requests and discovery activities;
- Interviews of electric utility personnel, market participants and other relevant entities;
- Preparation and submission of a preliminary and final report, according to the schedule in INV 2023-001;
- Preparation of responses, if needed, to inquiries regarding the final report; and
- Attendance, if needed, at any public meetings/hearings regarding the investigation.

The consultant shall conduct an initial project scoping meeting with the Department. The purpose of the meeting is to review and refine the scope, task and project approach requirements; review the allocation of resources among deliverables; establish a project plan, with key deliverables and milestone dates; and establish project management and communication protocols to ensure that the information needs of both the Department and the consultant are satisfied.

In the process of preparing each deliverable, the consultants will work closely with Department in order to facilitate effective knowledge transfer of each issue. The work of the consultant will be subject to an evaluation of progress achieved against the above-mentioned scope and tasks to take place after completion of the key deliverables identified during the project scoping meeting.

EXHIBIT C

CONTRACT AMOUNT, TERMS AND METHODS OF PAYMENT

1. This contract agreement becomes effective on date of execution by the Department and concludes on June 30, 2024.
2. **Estimated Budget:** Exeter Associates, Inc. (Contractor) will charge for professional consulting services for time involved and expenses incurred for an amount not to exceed \$91,115.00. Services will be provided in Exhibit B at the following hourly rates:

Labor Category	Name	Labor Rate (fully loaded) (\$/hour)
Principal	Dr. Serhan Ogur	\$225.00
Senior Analyst	Matt Hoyt	\$170.00
Senior Economist	Dr. Steven Estomin	\$250.00
Analyst/Economist		\$125.00
Research Assistant		\$90.00

All reasonable related out-of-pocket costs and expenses, including travel, approved by the Department, will be invoiced at cost without mark-up and are subject to the Price Limitation below.

3. **Price Limitation:** The contract shall not exceed \$91,115.00.
4. **Method of Payment:** Payment to 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 detailed description of the service provided during those hours. Invoices shall be submitted by email to Thomas Frantz at Thomas.C.Frantz@energy.nh.gov or mailed to his attention to 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 assessed pursuant to RSA 365:37. The Department will assess the costs of the contract to the appropriate party(ies) and upon payment of the assessment, will process payment to the Contractor.

Certificate of Authority # 1

(Corporation of LLC- Non-specific, open-ended)

Corporate Resolution

I, Kevin Porter hereby certify that I am duly elected Clerk/Secretary of
(Name) DBA Exeter Associates of Maryland
Exeter Associates, Inc. I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June
(Month)

6, 2023 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

VOTED: That Matthew Hoyt, VP (may list more than one person) is duly authorized to
(Name and Title)

enter into contracts or agreements on behalf of Exeter Associates, Inc. DBA Exeter Associates of Maryland
(Name of Corporation or LLC) with

the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 6/28/23

ATTEST: [Signature]
(Name and Title)
Secretary / VP

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 EXETER ASSOCIATES, INC. is a Maryland Profit Corporation registered to do business in New Hampshire as EXETER ASSOCIATES OF MARYLAND on September 30, 1999. 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: 326216

Certificate Number: 0006253620



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of June A.D. 2023.

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

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/27/2023

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 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 Welch, Graham & Ogden Ins., Inc. 7723 Ashton Avenue Manassas VA 20109	CONTACT NAME: Brian DeMay	
	PHONE (AC, Ho Ext): (703) 530-1300	FAX (AC, Ho): (703) 530-8996
	E-MAIL ADDRESS: bdmay@wgoins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Ace Property and Casualty Ins Company	20699
	INSURER B: Chubb National Ins Co.	10052
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 22-23 General 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			096542604	9/28/2022	9/28/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			096542604	9/28/2022	9/28/2023	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 type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			096542628	9/28/2022	9/28/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71799132	9/28/2022	9/28/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Insurance Verification

CERTIFICATE HOLDER Department of Energy 21 S. Fruit St., Ste. 10 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Brian DeMay/BD <i>Brian DeMay</i>

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