COMMISSIONER
Jared S. Chicoine

DEPUTY COMMISSIONER
Christopher J. Ellms, Jr.

STATE OF NEW HAMPSHIRE

64

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

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 enter into a contract with SMGately Consulting, LLC, of Duxbury, MA, Vendor #495846, for an amount not to exceed $255,600, to assist the Department in its work in INV 2023-003, *Investigative Proceeding Relative to Telephone Number Conservation,* to conserve numbering resources in New Hampshire with the goal of extending the exhaust date for the 603 area code. The contract is to be effective upon the date of Governor and Council approval through June 30, 2027, with the option to extend the contract for an additional three years with Governor and Council approval. **Funding is 100% Other (Special Utility Assessment).**

Funding will be available pursuant to RSA 365:37 in the account, General Consultants, as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

General Consultants				
02-52-52-520010-13820000-046-500464:	FY 25	FY26	FY27	Total
	$134,400	$63,600	$57,600	$255,600

EXPLANATION

The Department respectfully requests authority to enter into a contract in an amount not to exceed $255,600 with SMGately, a consulting firm specializing in areas of communications industry structure; numbering; cost accounting and cost development regulations and policies; access charges; tariffs; regulatory regimes; pricing and rate structure of regulated services; net neutrality issues; robocalling and other fraudulent uses of the network; network technologies and technology transition.

On October 31, 2023, the Governor signed Executive Order 2023-07 establishing the "Don't Overload the Code" initiative to preserve numbering in the 603 area code and to prepare New Hampshire businesses for the eventuality of an additional area code. This Executive Order

required the Department to open a proceeding to investigate durable strategies for lengthening the useful life of the 603 area code and extending its exhaustion date. The Department opened an investigative proceeding, INV 2023-003, to develop possible actions that may be taken to prevent or forestall the opening of an additional area code.

The Department issued a Request for Proposals (RFP) on February 9, 2024. The notice of the RFP was published in the Union Leader for three days, posted on the Department's website and posted on the procurement website of the NH Department of Administrative Services. On March 25, 2024, the Department received three responses to its RFP. An evaluation team made up of the Director of Consumer Services, one Hearings Examiner and a consultant with expertise in telecommunications, hired for the purpose of assisting in the development of the RFP and the review of proposals, reviewed the three RFP responses. SMGately was determined to be the highest scoring qualified proposal.

No General Funds are requested for this contract. Funds will be assessed pursuant to RSA 365:37 which permits the Department to obtain experts and assess the costs to the utilities who are parties to the proceeding.

Your consideration of this request is appreciated.

Respectfully submitted,

Jared S. Chicoine
Commissioner

RFP #2024-001 Number Conservation and Area Code Planning Consultant Evaluation Team: Amanda Noon, Consumer Services Director; Marie-Helene Bailinson, Hearings Examiner; Kath Mulholland, Consultant		Date of Review: April 15, 2024	
Bidder:	QSI Consulting, Inc.	Somos	SMGately Consulting, LLC
Employee and Subcontractor Qualifications: Qualifications, technical expertise, certifications, and knowledge and practical experience that the organization or individual possesses, including that of the staff and any subcontractors proposed to be assigned to the engagement, providing services directly relevant to the specified scope of services. (Maximum Point Score: 25)	20	23	20
Proposed Scope of Work: Clarity and appropriateness of proposed general approaches and demonstrated knowledge of relevant subject matter, including proposed allocation of resources and time for critical tasks, proposed scope of work, and detailed project schedule. (Maximum Point Score: 25)	20	17	23
Experience: Experience and qualifications in providing similar services to other state regulatory agencies relative to number conservation. Demonstrated knowledge of telecommunications regulation, the interplay between the FCC and state regulation as it relates to numbering assignments, the regulatory status of the different telecommunications carriers, relevant FCC orders, the current state of the North American numbering plan and the NANPA, the typical process of applying for and approving number assignments. Demonstrated ability to investigate, develop and recommend creative solutions to the issue of number conservation. (Maximum Point Score: 25)	22	18	22
Cost of Consulting Services: Costs of consulting services and expenses, including the competitiveness of the proposed budget, hourly rates, number of hours allocated to the project, any proposed discounts or other benefits and an understanding of available project funds. (Maximum Point Score: 15)	13	4	15
Responsiveness to RFP: Overall responsiveness to the requirements of the RFP, including completeness, clarity, and quality of proposal. (Maximum Point Score: 10)	9	5	10
Total Score	**84**	**67**	**90**
Price	$292,313.75	$1,073,439	$255,600

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 SMGately Consulting, LLC		1.4 Contractor Address 3 Bassett Brook Lane, Duxbury, MA 02332	
1.5 Contractor Phone Number 791-679-0150	1.6 Account Unit and Class 13820000-500464	1.7 Completion Date June 30, 2027	1.8 Price Limitation $255,600
1.9 Contracting Officer for State Agency Amanda Noonan		1.10 State Agency Telephone Number 603-271-1164	
1.11 Contractor Signature Susan M Gately Date: 4/30/24		1.12 Name and Title of Contractor Signatory Susan M. Gately, Principal	
1.13 State Agency Signature Jared C Date: 5/6/24		1.14 Name and Title of State Agency Signatory Jared S. Chicoine, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Christopher G. Aslin Senior Assistant Attorney General On: 5/13/2024			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials SMG
Date 4/30/24

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 SMG
Date 4/22/24

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 SMG
Date 4/30/24

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 SMG
Date 4/20/24

EXHIBIT A

SPECIAL PROVISIONS

1. In conformity with Paragraph 12 of the General Provisions of the P-37, the State hereby authorizes the Contractor to utilize Fred Goldstein and David Piscitello as subcontractors, at the rates specified in Exhibit C, at the Contractor's sole expense, and the State will reimburse the Contractor for the cost of its subcontractor's services. The State will not pay any subcontractor directly for its services to the Contractor. The amount to be paid to the Contractor, including the amounts paid for services provided to the Contractor by any permitted subcontractor, shall not exceed the Price Limitation listed in General Provision 1.8.

2. The Contractor may not substitute or change personnel identified in its Proposal without written notice to and the consent of the Department, such consent not to be unreasonably withheld.

3. The Contractor agrees to maintain confidential all information to which it has access until such time as it is instructed otherwise by the Department.

4. In accordance with the provisions of RFP 2024-001, the contract term may be extended for an additional year or three-year period to conduct the same or similar work and the not-to-exceed amount may be increased, all at the sole option of the State, contingent upon satisfactory contractor performance, projected requirements for similar consulting services, and Governor and Executive Council approval.

5. In accordance with New Hampshire Executive Order No. 2023-05, boycotting Israel shall be grounds for termination of the contract.

EXHIBIT B

SCOPE OF SERVICES

Working closely with the Department Staff, the Contractor shall be responsible for a wide range of duties related to the Department's investigation of numbering resources and number conservation, including but not limited to the following:

1) The Department, in order of notice INV 2023-003, directed carriers to return all blocks of numbers contaminated by less than 10% to the numbering pool. The Contractor will work closely with affected carriers to ensure all such blocks are reclaimed, either by returning them to the NANPA, or by transferring them to other carriers seeking new number assignments.

2) The Department believes that large quantities of number blocks are reserved for or assigned to technologies that are no longer widely used, such as paging and Internet faxing. The Contractor will work closely with carriers holding such assignments to ensure unused numbers within such blocks can be utilized effectively, despite contamination by legacy services.

3) Carriers that do not fall under the general authority of the Department may also have blocks of numbers assigned to them that are less than 10% contaminated. The Contractor will work with such carriers to ensure the reclamation of these number blocks.

4) The Department anticipates that there are opportunities for rate center consolidation in New Hampshire, which would increase the quantity of available exchanges and pools of numbers in the affected geographic areas. The Contractor will work with incumbent carriers to ensure that rate center consolidation will be as efficient and effective as possible.

Working closely with the Department Staff, the Contractor shall assist with current conservation activities, including but not limited to the following:

1) Investigate, document and assist with current number assignment procedures as requested by Department Staff.

2) In the event of a request which requires the opening and assignment of a new prefix, and working with the requesting carrier and other carriers with numbering resources in that market, conduct an analysis of all numbers in the relevant area to ensure that assigning a new prefix is the only possible option.

Working closely with the Department Staff, the Contractor shall investigate and analyze current and future number usage and assignment practices and procedures, including but not limited to the following:

1) Carriers are required to follow specific rules with respect to assigning telephone numbers to end users, such as sequential numbering assignment. The Contractor will investigate and analyze whether such numbering assignment rules are being followed and provide the Department with recommended actions.

2) The NANPA depends on carrier forecasting of number usage in order to determine the status of the area code. The Contractor shall investigate and analyze carrier forecasting, in order to ensure that forecasts can be relied upon for this purpose.

3) The Department believes that certain carriers use large quantities of numbers with the knowledge that the services these numbers are being assigned to are unlikely to be used by customers, i.e., "throwaway services." The Contractor will investigate and analyze the impact of these and make recommendations to the Department regarding such practices.

4) The Department believes that certain carriers use large quantities of numbers, without an actual underlying technological need for unique or individual telephone numbers, so as to facilitate circumvention of restrictions on Robocalling and similar services that may manipulate Caller ID to avoid calls being blocked. The Contractor will investigate and analyze the impact of such activity with an eye to making a recommendation to the Department regarding such practices.

Working closely with the Department Staff, the Contractor shall document current block application practices and procedures, in order to develop tools enabling Department Staff to effectively implement its delegated authority, including but not limited to the following:

1) The Department believes that numbering efficiency can be positively affected by defining a process that will allow carriers to transfer blocks to one another. The Contractor will work with the Department to develop and implement intercarrier transfer processes.

2) Under current procedures, when a carrier applies for numbering resources that require opening a new code, the Department must analyze existing assignments and usage in order to ensure effective utilization of existing open numbers. The Contractor will analyze all current code assignments, identifying those blocks and codes that are likely to be available for transfer to a new carrier in order to avoid opening a new code.

3) Under current rate center design, there are certain markets in New Hampshire that are highly desirable for new market entrants. The Contractor will analyze and identify rate centers most likely to be impacted in order to identify alternatives for new carriers in order to preserve resources. The Contractor will use this analysis

and work with incumbent carriers to ensure that rate center consolidation has a positive impact on the conservation of number resources.

4) Identify and recommend any legislative changes that may be necessary to ensure New Hampshire law allows the Department sufficient flexibility to implement numbering conservation and reclamation processes.

Working closely with the Department Staff, the Contractor shall investigate, monitor, summarize, support and coordinate efforts to conserve numbers and delay exhaust in other states, including but not limited to the following:

1) The State of Maine has been a recent leader in reclamation and conservation efforts. The Contractor will work closely with regulatory staff in Maine, and other states as applicable, to learn from and incorporate as appropriate those efforts in New Hampshire.

Working closely with Department Staff, the Contractor shall monitor existing FCC proceedings, advising the Department regarding comment opportunities, including but not limited to the following:

1) FCC proposed rules regarding Numbering Policies for Modern Communications.

2) New Hampshire's petition to the FCC regarding the implementation of individual number pooling.

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, 2027.

2. Estimated Budget: SMGately Consulting, LLC (Contractor) will charge for professional consulting services for time involved and expenses incurred for an amount not to exceed $255,600. Services will be provided as outlined in Exhibit B at the following hourly rates:

*The asterisked names below are those of subcontractors whom the Contractor is permitted to utilize as needed.

Labor Category	Name	Labor Rate (fully loaded) ($/hour)
Project Manager	Susan M. Gately	$300.00
Consultant	Fred Goldstein* Interisle Consulting Group, LLC	$300.00
Consultant	David Piscitello* Interisle Consulting Group, LLC	$300.00

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 $255,600.

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 Amanda Noonan at amanda.o.noonan@energy.nh.gov or mailed to her attention at: Business Office, 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.

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 SMGATELY CONSULTING, LLC is a Massachusetts Limited Liability Company registered to transact business in New Hampshire on April 30, 2024. 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: **960200**

Certificate Number : **0006682159**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this **30th** day of **April** A.D. **2024**.

David M. Scanlan
Secretary of State

Limited Partnership or LLC Certification of Authority

I, Susan Gately, hereby certify that I am the sole Partner, Member or Manager
(Name)

and the sole officer of SMGately Consulting, 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.

DATED: April 30, 2024

ATTEST: Susan M Gately
(Name & Title)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/01/2024

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 SUBROGATIONIS 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
NUTMEG INS AGENCY INC/PHS
76210775
The Hartford Business Service Center
3600 Wiseman Blvd
San Antonio, TX 78251

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 925-3137
FAX (A/C, No):
E-MAIL ADDRESS:

INSURED
SMGately Consulting, LLC
3 BASSETT BROOK LN
DUXBURY MA 02332-4602

INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A :	Hartford Underwriters Insurance Company	30104
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			76 SBU BF9BB4	05/02/2024	05/02/2025	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
	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 EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/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	Employment Practices Liability Insurance			76 SBU BF9BB4	05/02/2024	05/02/2025	Each Claim Limit Annual Aggregate Limit	$25,000 $25,000

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

Those usual to the Insured's Operations. Coverage is primary and noncontributory per the Business Liability Coverage Form SL0000, attached to this policy.

CERTIFICATE HOLDER
NH 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
Susan L. Castaneda

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