

CHAIRMAN  
Daniel C. Goldner

STATE OF NEW HAMPSHIRE

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COMMISSIONER  
Pradip K. Chattopadhyay



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COMMISSIONER  
Carleton B. Simpson

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

July 24, 2024

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

**REQUESTED ACTION**

Pursuant to RSA 365:37, authorize the Public Utilities Commission (PUC) to enter into a contract with Daymark Energy Advisors, Inc of Worcester, MA (Vendor # 162628), in an amount not to exceed \$360,000 for rate case consultant services related to rate cases before the PUC, effective upon Governor & Council approval through July 24, 2026, with the option to extend by two additional years, subject to Governor and Executive Council approval. **100% Other Funds (Special Utility Assessment)**

Funding will be available, pursuant to RSA 356:37, in account PUC Special Assessment as follows, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

	<u>FY25</u>	<u>FY26</u>	<u>Total</u>
02-52-55-550010-71170000-046-500464	\$180,000	\$180,000	\$360,000

**EXPLANATION**

The PUC respectfully requests approval of a contract in an amount not to exceed \$360,000 with Daymark Energy Advisors, Inc, to secure the services of an outside contractor with experience in Rate Case Consulting expertise. The contractor will provide the commission with work on a broad range of tasks pertaining to rate cases as specified in the Scope of Work outlined in RFP #2024-001 Rate Case Consultant:

- Detailed cost analyses including review of cost-of-service studies/marginal cost studies, depreciation studies; Plant-in-Service; Cash Working Capital; Rate of Return.
- Conducting research to benchmark relevant portions of a rate application and assess whether cost assumptions are reasonably applied.
- Review and analysis of utility-specific performance metrics, rate design and revenue requirement calculations including forecast revenue, customer statistics, and the calculation of bill impacts.
- Review and analysis of utility-specific cost allocation methods, including internal (i.e., within the utility) and between affiliates and subsidiaries.
- Assisting in the review of all petitions and pre-filed testimony, as well as supporting attachments provided by all parties and intervenor witnesses.

- Identification of issues for record request prompts necessary for Senior Advisors to make recommendations to the Commission (e.g., side-by-side comparisons between the last electric or gas test year expenditures, and the current test year values to identify new cost categories (including O &M) that may require further justification).
- Program and/or project assessments alternatives considered, timing, accuracy of cost estimations, and criteria used in the selections.
- Cost Benefit Analysis (CBA) including impact assessments of various policies, regulations and activities and their implications for the Utility Industry.
- Monitoring or analyzing market and industry-specific trends and relevant financial data.
- Collecting and analyzing data to compare the industry specific implications of economic policy or practice alternatives.
- Writing technical documents to communicate study results.
- Preparing and delivering presentations or other formats of deliverables to communicate industry specific, and/or rate-case related, analysis.
- Developing economic models, forecasts, or scenarios and perform trends analysis to predict future economic and industry specific outcomes.
- Writing industry specific, or economic impact statements to inform decision makers on implications of policies, standards, and/or programs.
- Developing industry specific research project plans, including information on budgets, goals, deliverables, timelines, and resource requirements.
- Analyzing industry specific new legislation to determine impact on risk exposure.

The PUC issued a Request for Proposals (RFP) on RFP April 22, 2024. The notice of the RFP was published on the PUC's website and the Department of Administrative Services Procurement and Support Services statewide bids and proposals webpage. The RFP closed on June 13, 2024. The PUC received three proposals. The evaluation Committee reviewed the proposals under the guidelines outlined in Section IV of the RFP and based on this process, DAYMARK Energy Advisors, Inc of Worcester, Mass. received a total average score of 91.5 and is the successful vendor in this process.

Should the Governor and Council not approve this contract, the PUC will be limited in the analysis and workings of rate cases filed by utilities, including Eversource and Pennichuck, impacting the Commission's understanding and ability to adjudicate rate cases.

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**  
**June 21, 2024**

**Members of the Evaluation Committee:**

Rizwana Alamgir-Arif (Senior Advisor)  
Sarah Fuller (Senior Advisor)  
David Simek (Senior Advisor)  
Alexander Speidel (Senior Advisor)

The Public Utilities Commission issued a new Request for Proposals (RFP) on April 22, 2024. Proposals in response to the RFP were due on June 13, 2024, by noon EST. The Commission received three proposals in response to the RFP.

A staff-level RFP #2024-001 Rate Case 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 Rate Case Consultant Request for Proposals guidelines document. During the evaluation period, the Contracting Officer and Commissioners were excluded from the scoring and evaluation process.

**Scoring of the Proposal**

The evaluation Committee reviewed the proposals under the guidelines outlined in Section IV. Following an initial evaluation of the proposals, the evaluation team sent three written interview questions to each vendor via e-mail on June 18, 2024, to which written responses were provided by the vendors on June 19, 2024. 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), Cost of Consulting Services (maximum of 20 points), and Responsiveness to RFP (maximum of 10 points). The average of the final scores (out of 100) received from each evaluator for the vendors were used to determine the final score. Based on this process, **DAYMARK Energy Advisors** of Worcester, Mass. received a total average score of **91.5** and is the successful vendor in this process. Please refer to the Annex for the score details.

**Annex**

<b>Criteria</b>	<b>Max Score</b>	<b>Vendor A (DAYMARK) Evaluators' Score Average</b>	<b>Vendor B (EMRYDIA) Evaluators' Score Average</b>	<b>Vendor C (SHPIGLER) Evaluators' Score Average</b>
<b>Employee and Subcontractor Qualifications</b>	<b>25</b>	25	21.875	18.75
<b>Proposed Scope of Work</b>	<b>20</b>	19	19	14
<b>Experience</b>	<b>25</b>	25	21.25	16.25
<b>Cost of Consulting Services</b>	<b>20</b>	12.5	16.5	17.5
<b>Responsiveness to RFP</b>	<b>10</b>	10	9.5	7.25
<b>TOTAL SCORE</b>	<b>100</b>	<b>91.5</b>	<b>88.125</b>	<b>73.75</b>
	<b>Weighted Average Cost of Hourly Services</b>	\$257.15	\$250.00	\$240.00

Cost of Consulting Services Narrative

In assessing the Cost of Consulting Services criterion for this RFP, the Evaluation Committee took note of the weighted average hourly consulting costs for each Vendor. The three Vendors were found to be comparable in terms of this Cost metric and were scored accordingly.

<b>Weighted Average Cost of Hourly Services</b>	<b>Vendor Name</b>	<b>Expected Hours (Provided by Vendor)</b>
\$257.15	Vendor A (DAYMARK)	707 hrs.
\$250.00	Vendor B (EMRYDIA)	720 hrs.
\$240.00	Vendor C (SHPIGLER)*	300 hrs.

\* Vendor C, SHPIGLER, claimed the ability to complete the Rate Case task within an 8-week schedule (using 37.5 hr. State workweeks, this equates to 300 hours, or \$240/hr. under their fee structure)

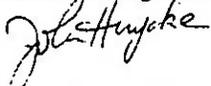
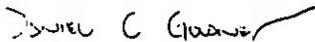
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Daymark Energy Advisors, Inc.		1.4 Contractor Address 370 Main Street, Suite 325 Worcester, MA 01608	
1.5 Contractor Phone Number 617-778-5515	1.6 Account Unit and Class 71170000-046-500464	1.7 Completion Date 7/24/2026	1.8 Price Limitation \$360,000.
1.9 Contracting Officer for State Agency Chad M. Hodges		1.10 State Agency Telephone Number 603-271-2431	
1.11 Contractor Signature  Date: 06/24/2024		1.12 Name and Title of Contractor Signatory John Huycke, Managing Director	
1.13 State Agency Signature  Date: 06/28/24		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: <i>Duncan A. Edgar</i> On: July 8, 2024			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;  
8.1.2 failure to submit any report required hereunder; and/or  
8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

## 10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

**22. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

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

**25. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**26. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**Exhibit A**  
**MODIFICATIONS TO GENERAL PROVISIONS**

The General Provisions of this Agreement, as set forth on page one through four of the Form P-37 (the "General Provisions") to which this Exhibit A is attached, are hereby modified as follows:

A.1 The General Provisions are supplemented with the following language appearing immediately after Paragraph 26:

27. Prohibition on Boycotts of Israel.

27.1 For the purposes of this Section 27, the capitalized terms below shall be defined as follows:

27.1.1 "Boycott Israel" means engaging in refusals to deal, terminating business activities, or other similar commercial actions intended to limit commercial relations with persons doing business in Israel or in Israeli-controlled territories when the actions are taken:

27.1.1.1 in compliance with or adherence to calls for a boycott of Israel other than those boycotts to which Pub. L. No. 96-78, § 8, 93 Stat. 522 (1979) applies; or

27.1.1.2 in a manner that discriminates on the basis of nationality, national origin, or religion that is not based on a legitimate business reason.

27.2 If the State receives evidence that the Contractor (Daymark Energy Advisors, Inc.) Boycotts Israel, the State shall determine whether the Contractor Boycotts Israel. A statement indicating that the Contractor engaged in an action to Boycott Israel or has taken Boycott Israel action at the request, in compliance with, or in furtherance of calls to Boycott Israel, may be considered as one type of evidence that the Contractor is, or has been, participating in act to Boycott Israel. An expressive activity, alone, directed at a specific person or a governmental action may not be considered evidence of an action to Boycott Israel.

27.3 A determination by the State that the Contractor is engaged in an action to Boycott Israel shall constitute an Event of Default.

Daymark Energy Advisors, Inc.

Contractor, Initials:   
Date: 6/25/2024

**Exhibit B**  
**SCOPE OF WORK**

1. The Contractor (Daymark Energy Advisors, Inc.) shall conduct a project(s) scoping meeting with the Commission (PUC). The purpose of the meeting(s) 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 (NH State FTP, File Transfer Protocol) to ensure that the information needs of both the Commission and the Contractor are satisfied. In the process of preparing each deliverable, the consultants will work closely with Commission in order to facilitate effective knowledge transfer of each issue. The work of the Contractor 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 meeting(s) to discuss the scope of the project(s).

2. When requested, the Contractor shall provide the PUC with a detailed cost analyses including review of cost-of-service studies/marginal cost studies, depreciation studies; Plant-in-Service; Cash Working Capital; Rate of Return.

3. When requested, the Contractor shall conduct research to benchmark relevant portions of a rate application and assess whether costs are reasonably applied to be used and useful.

4. When requested, the Contractor shall review and analysis of utility-specific performance metrics, rate design and revenue allocation including forecast revenue, customer statistics, bill impacts.

5. When requested, the Contractor shall review and analysis of utility-specific cost allocation including internally within the utility including between affiliates and subsidiaries.

6. When requested, the Contractor shall assist the PUC in the review of all application materials and pre-filed testimony, as well as relevant discovery responses provided by all parties and intervenor witnesses.

7. When requested, the Contractor shall provide the PUC Identification of issues for discovery prompts necessary for Senior Advisors to make recommendations to the Commission (e.g., side-by-side comparisons between the last electric or gas test year expenditures, and the current test year values to identify new O&M categories that may require further justification).

8. When requested, the Contractor shall provide the PUC program and/or project assessments alternatives considered, timing, accuracy of cost estimations, and criteria used in the selections.

9. When requested, the Contractor shall provide the PUC a Cost Benefit Analysis (CBA) including impact assessments of various policies, regulations and activities that affect the Utility Industry.

10. When requested, the Contractor shall monitor or analyze market and industry specific trends and provide the PUC a comprehensive report.

11. When requested, the Contractor shall analyze industry specific business or financial data and provide the PUC a comprehensive report.

12. When requested, the Contractor shall collect and analyze data to compare the industry specific implications of economic policy or practice alternatives and provide the PUC a comprehensive report.

13. When requested, the Contractor shall write technical documents to communicate study results.

14. When requested, the Contractor shall prepare and deliver presentations or other formats of deliverables to communicate industry specific results.

15. When requested, the Contractor shall develop economic models, forecasts, or scenarios and perform trends analysis to predict future economic and industry specific outcomes and provide the PUC a comprehensive report.

16. When requested, the Contractor shall perform complex, dynamic, and integrated mathematical modeling of industry specific financial and/or economic systems and provide the PUC a comprehensive report.

17. When requested, the Contractor shall write and provide the PUC industry specific, or economic impact statements to inform decision makers on implications of policies, standards, and/or programs.

18. When requested, the Contractor shall develop and provide the PUC industry specific research project plans, including information on budgets, goals, deliverables, timelines, and resource requirements.

19. When requested, the Contractor shall analyze industry specific new legislation to determine impact on risk exposure and provide the PUC a comprehensive report.

20. For each report, project, analysis, or deliverable that the PUC orders from the Contractor under this contract, the PUC will provide the Contractor 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. the Contractor 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.

21. It is expressly understood by the parties that the Contractor 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.

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

23. The PUC disclaims any right to exclusivity of the Contractor services, except that the Contractor 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 the Contractor provided or is providing services to the PUC.

24. The Contractor 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. The Contractor 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, the Contractor shall immediately return all data and State property to the State.

**Exhibit C  
CONTRACT AMOUNT, TERMS AND METHODS OF PAYMENT**

1. This contract agreement becomes effective on date of execution by the New Hampshire Governor and Executive Council and concludes on July 24, 2026.

The contract term may be extended by an additional term of two years, subject to the parties' prior written agreement and required governmental approval process, including approval by the Governor and Executive Council.

2. **Estimated Budget:** Daymark Energy Advisors, Inc. (Contractor) will charge for professional consulting services for time involved and expenses incurred for an amount not to exceed \$360,000. Services will be provided as outlined in Exhibit B the following hourly rates:

Labor Category	Rate Per Hour
President	\$425.00
Principal Consultant, Advisor	\$395.00
Managing Consultant	\$310.00
Senior Consultant	\$260.00
Consultant	\$215.00
Senior Analyst	\$180.00
Analyst	\$165.00

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

3. **The Price limitation:** The contract shall not exceed \$360,000.

Daymark Energy Advisors, Inc.

Contractor, Initials: *JH*  
Date: 6/25/2024

4. **Method of Payment:** The PUC shall issue task orders to the Contractor (Daymark Energy Advisors, Inc.) for all ordered deliverables. For each deliverable ordered, the Contractor shall provide to the PUC a cost estimate, a detailed listing of out-of-pocket expenses (if any), the anticipated number of work hours required for all assigned personnel, and anticipated date of completion (by email). The Chairman of the PUC must approve the Contractor cost estimate before any work may be undertaken for the task order. Prior to exceeding a cost estimate, the Contractor must receive approval from the Chairman of the PUC.

The Contractor shall invoice the PUC on a monthly basis (by email) and no later than once every two months for all services provided under this contract. 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 the Chairman of the PUC.

The Chairman of the PUC shall have 15 business days to review the invoices and request any adjustments. No later than 30 business days after approval of the invoice by the Chairman of the PUC, the PUC shall render payment to the bank account of the Contractor in the amount approved by the Chairman of the PUC.

Payments hereunder are contingent upon the availability of funds assessed pursuant to RSA 365:37 and RSA 365:38. The PUC 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 DAYMARK ENERGY ADVISORS INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on May 02, 2002. 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: 400759

Certificate Number: 0006709054



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 24th day of June A.D. 2024.

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

David M. Scanlan  
Secretary of State

**Certificate of Authority # 2**

*(Corporation, Non-Profit Corporation)*

**Corporate Bylaws**

I, John Huycke, hereby certify that I am duly elected Clerk/Secretary/Officer of  
*(Name)*  
Daymark Energy Advisors, Inc.. I hereby certify the following is a true copy of the  
*(Name of Corporation)*

current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or  
Articles of Incorporation authorize the following officers or positions to bind the  
Corporation for contractual obligations President, Managing Director, and Vice Presidents.  
*(list officer titles or position)*

I further certify that the following individuals currently hold the office or positions  
authorized: Marc Montalvo, John Huycke, Doug Smith, Dan Koehler.  
*(list individuals holding positions authorized)*

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 corporation. This authority **shall remain valid**  
**for thirty (30) days** from the date of this certificate.



**DATED:** 06/24/2024

**ATTEST:** John Huycke, Managing Director  
*(Name & Title)*

