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CONSUMER ADVOCATE
Susan W. Chamberlin, Esq.

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www.oca.nh.gov

ASSISTANT CONSUMER ADVOCATE



OFFICE OF CONSUMER ADVOCATE

21 S. Fruit St., Suite 18
Concord, NH 03301-2429

January 7, 2015

The Honorable Neal Kurk, Chair
Fiscal Committee of the General Court
State House
Concord, NH 03301

[Signature]
Approved by Fiscal Committee 1/23/15
Date

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

100% Utility Assessment

REQUESTED ACTION

Pursuant to RSA 363:28, III, authorize the Office of the Consumer Advocate (OCA), to enter into a contract for professional services with Ben Johnson Associates, Inc. of 5600 Pimlico Drive, Tallahassee, FL (Vendor #262954) to provide expert services to support OCA's participation in the Liberty Utility rate case Docket No DG-14-180 before the Public Utilities Commission (Commission) from the date of Fiscal Committee and Governor and Council approval to December 31, 2015, in an amount not to exceed \$29,675.

Funds will be available in account 02-81-81-812010-90460000-046-500464, Special Assessment - Ben Johnson Assoc., General Consultants, for FY 2015 and FY 2016, with the authority to adjust encumbrances in each of the State Fiscal years through the Budget Office, if needed and justified:

<u>FY2015</u>	<u>FY2016</u>	<u>Total</u>
\$20,000	\$9,675	\$29,675

EXPLANATION

The OCA is a small agency with five full time positions (the Assistant Consumer Advocate position is currently vacant). We participate in dozens of Commission dockets and related utility proceedings each year. The OCA uses outside experts in specialized areas of public utility proceedings when needed as in this case, the cost of capital and revenue decoupling proposals. Ben Johnson Associates, Inc. recently testified on these issues before the New York State Public Service Commission and is recommended by New York's regulatory advocates. If approved, Ben Johnson Associates will provide expert services to accomplish the following objectives:

G&C Date
Page 1 of 2
Initials *[Signature]*
Date *1/21/15*

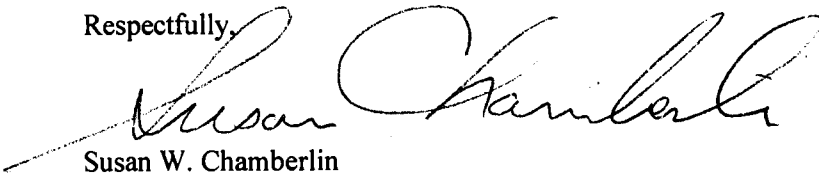
- 1) Review, analyze, and critique the cost of debt and capital structure utilized by the Company, including methodology and inputs, and develop recommended alternatives, to the extent appropriate, based upon a comprehensive evaluation of relevant data.
- 2) Review, analyze, and critique the return on equity and overall cost of capital requested by the Company, including methodology and inputs, and prepare more appropriate cost estimates, while ensuring their conformity with applicable state and federal orders, decisions, regulations, and New Hampshire law.
- 3) Review, analyze, and critique the revenue decoupling proposal and supporting evidence submitted by the Company, including methodology and inputs, and develop recommendations for Commission action with respect to this proposal – including, to the extent appropriate, potential changes which could be made to the proposal to ameliorate some of its deleterious impacts.
- 4) Assist the OCA in formulating and articulating cohesive and internally consistent positions on the issues in this case, particularly ones related to the Company's capital cost and revenue decoupling proposals, including rate design, changing energy markets, the competitive landscape, and evolving regulatory policies at the state and federal level.

RFP Process and Selection

The OCA provided a Request for Proposals (RFP) to consulting firms that work in the field of utility regulation, many of which were recommended by other Consumer Advocate offices around the country. The Consultant list is provided in Exhibit E. The OCA also posted the RFP on our website. Seven firms responded with proposals meeting the requirements of the RFP. Ben Johnson Associates, Inc. proposed a competitive hourly rate, access to expert staff on the questions raised by the utility petition, and a not to exceed price of \$29,675 to complete the contract. The OCA chose Ben Johnson Associates, Inc. as the winning bidder based on the combination of expertise, direct experience and competitive price. Information about Ben Johnson Associates Inc. is provided in Exhibit F.

Thank you for your consideration. Please do not hesitate to contact me with any questions or concerns.

Respectfully,



Susan W. Chamberlin
Consumer Advocate

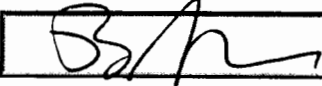
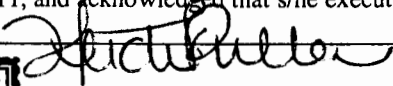


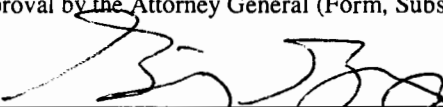
Enclosures: General Provisions Agreement, P-37.
 Exhibit A – Scope of Services
 Exhibit B – Method of Payment
 Exhibit C – Special Provisions
 Exhibit D – Request for Proposal
 Exhibit E – Consultants Contacted
 Exhibit F – Vitae
 Bid Summary
 Certificate of Good Standing
 Corporate Authority to Contract
 Certificate of Insurance

Subject: NH Contract for Services - DG 14-180 FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Office of Consumer Advocate</u>		1.2 State Agency Address <u>21 S. Fruit Street, Suite 18, Concord NH 03301</u>	
1.3 Contractor Name <u>Ben Johnson Associates, Inc.</u>		1.4 Contractor Address <u>5600 Pimlico Drive, Tallahassee, FL 32309</u>	
1.5 Contractor Phone Number <u>850-893-8600</u>	1.6 Account Number <u>262954</u>	1.7 Completion Date <u>December 31, 2015</u>	1.8 Price Limitation <u>29,675</u>
1.9 Contracting Officer for State Agency <u>Susan W. Chamberlin</u>		1.10 State Agency Telephone Number <u>603-271-1172</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Ben Johnson, Ph.D., President and Consulting Economist</u>	
1.13 Acknowledgement: State of <u>Florida</u> , County of <u>Leon</u> On <u>12/4/2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 		[Seal] 	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Heidi A. Pullen</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Susan W. Chamberlin</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>12/9/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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, and 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, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.
5.2 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. The State shall have no liability to the Contractor other than the contract price.
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 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.

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 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials BG JW
Date 12-4-14

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) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/RESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all 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.

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) 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. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her 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. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. 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.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. 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.

24. 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 relating hereto.

Scope of Services

Ben Johnson Associates, Inc. will provide expert services to accomplish the following objectives:

Objective 1: Review, analyze, and critique the cost of debt and capital structure utilized by the Company, including methodology and inputs, and develop recommended alternatives, to the extent appropriate, based upon a comprehensive evaluation of relevant data.

Objective 2: Review, analyze, and critique the return on equity and overall cost of capital requested by the Company, including methodology and inputs, and prepare a more appropriate cost estimates, while ensuring their conformity with applicable state and federal orders, decisions and regulations, and New Hampshire law.

Objective 3: Review, analyze, and critique the revenue decoupling proposal and supporting evidence submitted by the Company, including methodology and inputs, and develop recommendations for Commission action with respect to this proposal - including, to the extent appropriate, potential changes which could be made to the proposal to ameliorate some of its deleterious impacts.

Objective 4: Assist the OCA in formulating and articulating cohesive and internally consistent positions on the issues in this case, particularly ones related to the Company's capital cost and revenue decoupling proposals, including rate design, changing energy markets, the competitive landscape, and evolving regulatory policies at the state and federal level.

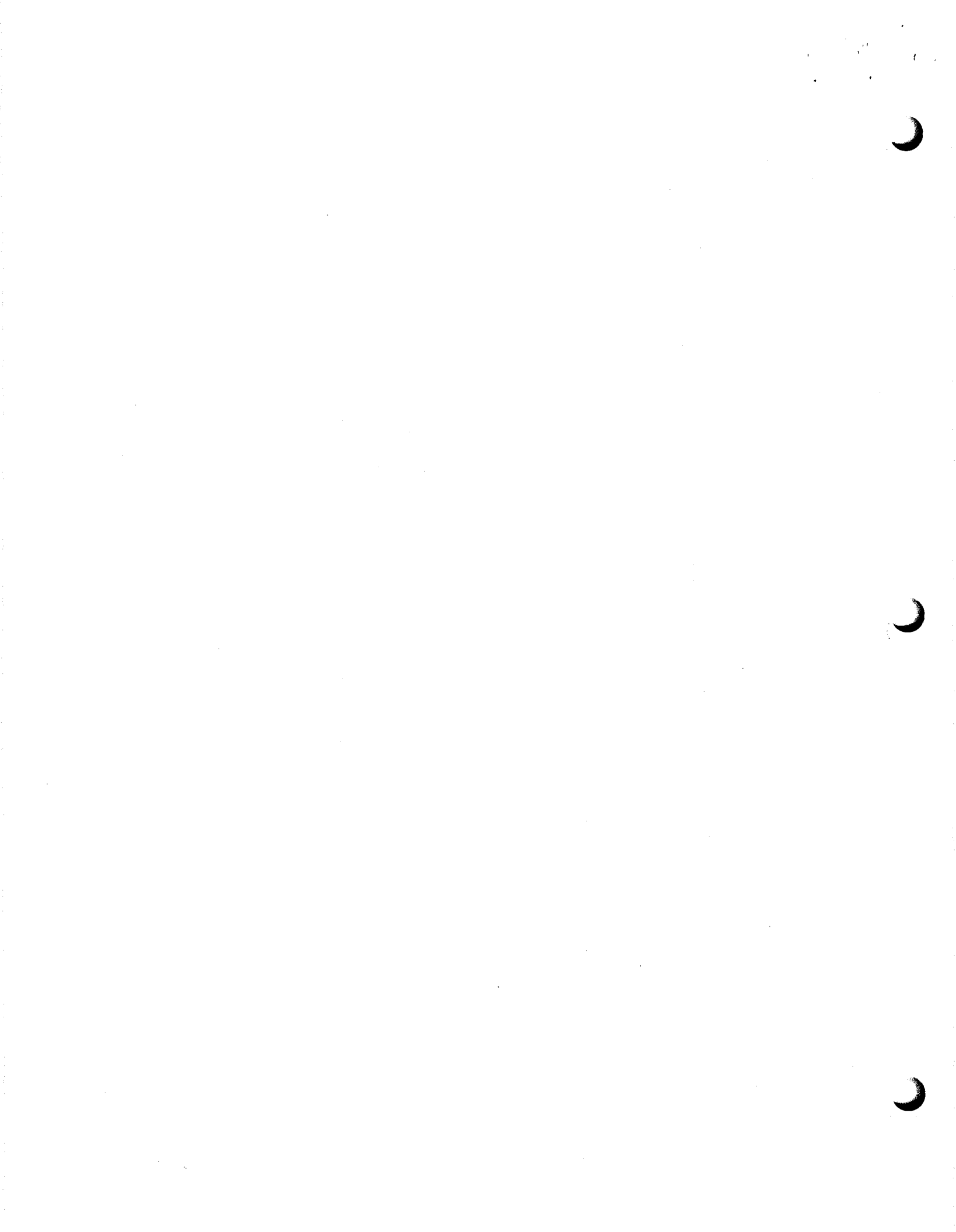
We propose to perform the following specific tasks:

- Review the Company's prefiled testimony and exhibits.
- Compile, update and analyze economic and financial data.
- Review past decisions concerning cost of capital, revenue decoupling and related issues, in co-ordination with the OCA.
- Prepare data requests and analyze responses, including ones submitted by the Staff and other parties.
- Prepare for and attend technical sessions as requested.
- Prepare work papers and exhibits.
- Develop an independent analysis of the Company's current cost of capital, including its cost of equity, cost of debt, and appropriate capital structure.

Contractor Initials

Date

BJA/AC
12/4/14



- Develop an independent analysis of the Company's revenue decoupling proposal, including potential modifications or alternatives to ameliorate deleterious impacts.
- Prepare detailed testimony setting forth and explaining our analyses and recommendations.
- Review data requests submitted to the OCA and assist with preparing responses.
- Review other parties' testimony and the Company's rebuttal testimony.
- Assist with hearing preparation, including drafting questions for cross-examination.
- Prepare for and attend settlement conferences and/or the hearing, as scheduled by the Commission.
- Assist with preparation of pleadings, including motions to compel responses to discovery, post hearing briefs, and other assistance as needed.

Contractor Initials
Date

BJ
12/4/14



PAYMENT TERMS

We charge for our services on the basis of the time devoted to this project in accordance with the following hourly rates:

- Consulting Economist \$175.00
- Senior Research Analyst 95.00

In addition to our consulting fees, we also charge for out-of-pocket travel expenses. The travel and per diem estimate assumes two trips to New Hampshire from Tallahassee to attend Technical Sessions, Settlement Conferences, and/or the hearing, based upon discounted coach airfare.

Invoices will be based on actual time expended, in increments of quarter hours. The amount shall not exceed the contract ceiling of \$29,675.

Date 12/4/14

BA Contractor Initials SL



SPECIAL PROVISIONS

WAIVER OF INSURANCE

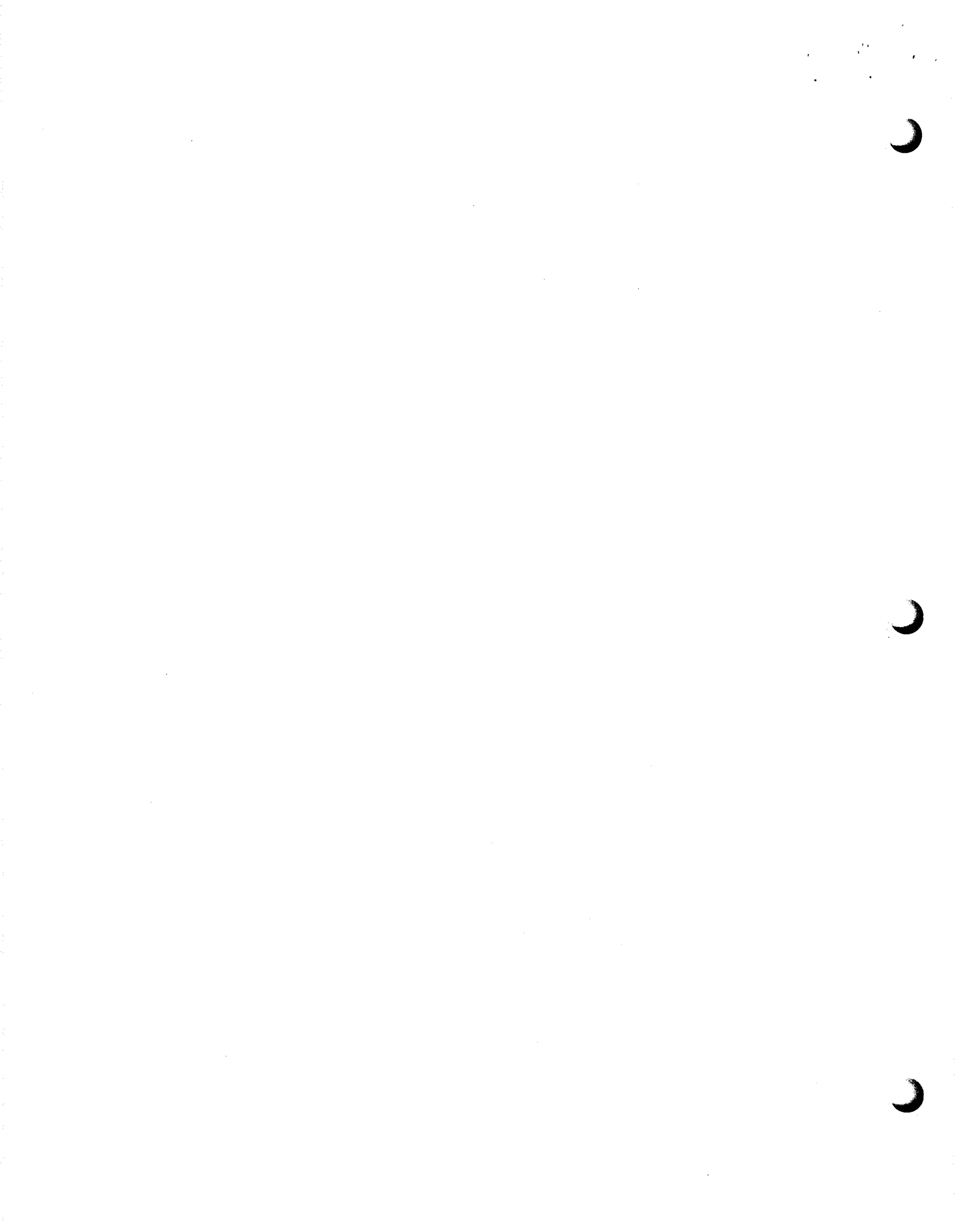
OCA requests a waiver of the liability insurance requirements found in Section 14 of the General Services Agreement. No goods are being purchased and the work will not be performed on State premises. The contractor's only presence on State premises will be related to or for the purposes of attending technical sessions and public hearings before the Public Utilities Commission. This contractor presents minimal liability risk to the State, similar to that presented by any other member of the public attending a Commission meeting or hearing.

Therefore, Ben Johnson Associates, Inc. is in compliance with, or should be exempt from, the requirements of NH RSA chapter 281-A.

Contractor Initials



Date 12/4/11



September 22, 2014

**NEW HAMPSHIRE OFFICE OF THE CONSUMER ADVOCATE
REQUEST FOR PROPOSALS
FOR SERVICES RELATED TO PARTICIPATING IN
NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION
DOCKET DG 14-180
LIBERTY UTILITIES (ENERGYNORTH NATURAL GAS) CORP.
D/B/A LIBERTY UTILITIES
DELIVERY RATE PROCEEDING**

Dear Prospective Bidder:

The New Hampshire Office of the Consumer Advocate (“OCA”) requests proposals from qualified firms or individuals to provide consulting services to the OCA related to representing the interests of residential customers of Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty Utilities (“Liberty”) in a distribution rate proceeding before the New Hampshire Public Utilities Commission (“Commission”). Specifically, the OCA seeks through this Request for Proposals (RFP) to retain one or more experts to advise it on the Liberty’s cost of capital and revenue decoupling proposals.

The following dates and information apply to this RFP:

1. Completed proposals must be received via email by the OCA by 4:00 p.m. on October 10, 2014. Please submit proposals to:

Susan Chamberlin, Consumer Advocate
New Hampshire Office of the Consumer Advocate
21 South Fruit Street, Suite 18
Concord, NH 03301
ocalitigation@oca.nh.gov

2. Follow-up conferences/interviews will be scheduled as needed.
3. The OCA will evaluate the proposals as described herein.

I. BACKGROUND

On August 1, 2014, Liberty filed a new permanent delivery rate tariff for natural gas service as well as a petition for temporary delivery rates, pursuant to RSA 378:27, effective with service rendered on and after September 1, 2014.¹ Within the context of its filings, Liberty has also requested Commission approval for a step increase for certain capital investments used to serve customers on or before March 31, 2015, which step increase would go into effect concurrent with the permanent rate increase. Liberty's proposed permanent rate increase will increase the rates paid by residential heating customers and residential non-heating customers by approximately 7.86 percent annually and 9.65 percent annually, respectively. When combined with the requested step adjustment, the proposed increases will result in total annual bill increases for average residential customers of approximately \$131 or 9.64 percent (residential heating) and \$59 or 12.13 percent (residential non-heating). The cost of capital embedded within these rate increases includes a 10.25% return on equity (ROE) (*i.e.*, the return paid to equity shareholders). Testimony of Robert B. Hevert, Bates p. 526. This proposed ROE compares to Liberty's currently-authorized ROE of 9.67%. Order 25,202 (DG 10-017, March 10, 2012).

In addition to its requests for increases in rates, Liberty proposed changes to its rate design (*i.e.*, the manner in which revenues are allocated across customers) including a Revenue per Customer (RPC) decoupling mechanism (RDM).² In support of its RPC RDM proposal, Liberty asserts that energy-efficiency policies, which drive existing energy efficiency programs implemented by Liberty (and other utilities), negatively impact its revenues and earnings, which are – in traditional ratemaking - dependent upon – or coupled with – the volume of gas sold to customers; when Liberty helps customers become more efficient (*i.e.*, reduce gas consumption), Liberty sells less gas, collects less revenue and earns less. Liberty reasons that its RPC RDM will mitigate revenue and earnings uncertainty created by changing economic conditions and weather.

Essentially, Liberty's RPC RDM is intended to remove the traditional link between revenues and earnings and the volume of natural gas delivered to customers. Order of Notice, p. 2; Simpson Testimony, Bates p. 418. According to Liberty, the RPC RDM will enable it to "remain an effective champion of energy efficiency initiatives without the financial disincentives that currently exist and to mitigate the impact on the Company's earnings from energy efficiency programs, changing economic conditions, and weather that is warmer or colder than normal." Testimony of Daniel G. Saad, Bates pp. 73-74; see Testimony of James D. Simpson, Bates p. 417 (proposed revenue decoupling mechanism "will (a) allow [Liberty] to remain a forceful advocate for energy conservation efforts; and (b) provide [Liberty] with a better opportunity to earn a reasonable rate of return in spite of the continuing effect of [its energy efficiency] programs and customer conservation on the Company's throughput volumes, distribution base revenues and earnings.") and Bates p. 419 ("between rate cases, because the RDM has made that utility indifferent to the total quantity of gas delivered, there is no financial incentive to increase gas deliveries to existing

¹ The petition and subsequent docket filings, other than any information for which confidential treatment is requested of or granted by the Commission, will be posted to the Commission's website at <http://www.puc.nh.gov/Regulatory/Docketbk/2014/14-180.html>.

² A related rate-design proposal – to increase the proportion of the Liberty's total distribution revenues that are derived from customer charge revenues – will be examined in these proceedings by a cost of service/rate design expert already retained by the OCA under a contract previously approved by the Governor and Executive Council.

customers and there is no financial disincentive to providing effective energy efficiency programs”).

Both the cost of capital and revenue decoupling proposals are complex and significant to the outcome of this proceeding. Both proposals – if approved – will increase customer rates or the likelihood of increased rates. In order to present an affirmative position on these proposals and related issues, the OCA requires expert assistance, and the OCA’s staff does not possess such expertise.

The period of time applicable to the requested services is from the date of approval of the proposal by the Governor and Executive Council until the end of the rate case, which we expect to be completed by October 2015.

II. SCOPE OF SERVICES

The consultant(s) chosen will be expected to focus on the issues related to the cost of capital and revenue decoupling proposals originally filed by Liberty, as well as any modifications arising during the course of these proceedings. Among others, deliverables may include:

- Review and analysis of Liberty’s initial filing, focusing on the cost of capital and revenue decoupling proposals;
- Preparation of discovery requests related to Liberty;
- Review and analysis of Liberty’s responses to discovery requests;
- Preparation of pre-filed written testimony on behalf of the OCA;
- Response to discovery requests on testimony;
- Review and analysis of testimony filed by other parties as well as Liberty’s rebuttal testimony, if any;
- Review and analysis of data responses on other parties’ testimony or Liberty’s rebuttal, if any;
- Assistance with settlement discussions;
- Assistance with hearing preparation including drafting questions for cross examination;
- Attendance at technical sessions, settlement conferences and/or hearings;
- Assistance with the preparation of pleadings, including motions to compel responses to discovery requests and post-hearing briefs; and
- Other assistance as needed.

III. CONFIDENTIALITY

The contractor agrees to maintain confidential all information to which it has access until such time as it is instructed otherwise by the OCA. The contractor agrees to execute a nondisclosure agreement if necessary.

IV. WORK PAPERS

At the conclusion of the work, the contractor will make available to the OCA summaries of significant work papers and source documents as requested.

V. COMPONENTS OF THE PROPOSAL

The following is a list of the information to be provided in the proposal. Bidders should respond to all areas listed below, in the order listed, and conclude with a separate section on cost.

1. *Corporate/Company Information.* Contractor must provide the OCA with information concerning its corporate/company history; *i.e.*, how many years in business, corporate officers or company principals, location of main and any branch offices, professional and business association memberships, etc.
2. *Personnel Assigned.* Contractor must provide the OCA with a list of all personnel who might be assigned to this project, including the project manager (if applicable) and detailed resumes and summaries of each individual reflecting their relevant experience and the nature of their specific responsibilities. During the course of the work, the OCA must approve in writing any substitutions or changes in personnel assigned to perform the work.
3. *Detailed Budget Proposal.* Provide the OCA with a detailed cost proposal, as an attachment to the proposal, that identifies the hourly rate for personnel and any associated expenses, an estimate of the time allocated for each task related to the project, any travel expenses, and a not-to-exceed budget amount. The OCA has a very limited annual budget for expert witnesses and consultants.
4. *References.* Contractor must provide the OCA with a list of up to three references for work performed which is similar in scope or content to the services sought through this RFP, preferably work performed within the past 5 years.
5. *Relevant Writing Samples.* Contractor must provide writing samples such as testimony in utility base rate cases on the issue of rate decoupling mechanisms or other rate design testimony. Electronic links to documents are preferred over hard copies.
6. *Statement of Disclosure.* Contractor must identify any existing or potential conflicts of interest including those that arise as a result of relationships or affiliations with utility companies under the jurisdiction of the NHPUC or their affiliates.
7. *Schedule Conflicts.* Contractor must identify any pre-existing professional and personal obligations during 2014 and the first 10 months of 2015, which may require consideration in scheduling the procedural schedule for the docket.

VI. CRITERIA FOR SELECTION

Cost is a consideration but may not be the determining factor in the OCA's decision. In assessing the proposals received and selecting a consultant, the OCA will consider the following criteria:

- a. Knowledge and practical experience that the organization possesses, including that of the staff and any subcontractors assigned to the project.
- b. Experience and qualifications in providing similar services in New Hampshire as well as other states and to other state advocates or regulatory agencies.
- c. Availability and accessibility of staff assigned to project, including physical proximity to New Hampshire and travel costs.
- d. Ability to perform and complete the work requested.
- e. Cost of consulting services and expenses, including the competitiveness of the proposed hourly rates and any proposed discounts or other cost-effective benefits. (The OCA reserves the right to negotiate lower fees or a different fee structure than proposed with any selected firm(s).)
- f. The commitment and role of the firm's proposed project manager in charge of providing quality services to the OCA.
- g. Overall responsiveness to the requirements of the RFP, including completeness, clarity and quality of the proposal.
- h. Interviews, if performed.

VII. GENERAL BID CONDITIONS

Bids must be typed. One original hard copy and one electronic copy in PDF format must be received. Bids that are incomplete or unsigned will not be considered. The deadline for submitting bids electronically is 4:00 p.m. on October 10, 2014 (a hard copy may be mailed by that date). Bids should be addressed to Susan Chamberlin, Consumer Advocate, Office of Consumer Advocate, 21 South Fruit Street, Suite 18, Concord, NH 03301 and, via email, to ocalitigation@oca.nh.gov.

The OCA reserves the right to reject or accept any or all bids, to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to waive irregularities that it considers not material to the bid, to award the bid solely as it deems to be in the best interest of the State, to contract for any portion of the bids submitted, and to contract with more than one bidder if necessary.

All information relating to this bid (including but not limited to fees, contracts, agreements and prices) are subject to the laws of the State of New Hampshire regarding public information.

Any contract awarded from this RFP will expire on December 31, 2015. For each Project Assignment, the Consultant may be required to conduct a project scoping meeting with the OCA. The purpose of the meeting is to review and refine the scope, task and project approach requirements, establish a project plan, with key deliverables and milestone dates, and to establish project management and communication protocols to ensure that the information needs of both the OCA and the Consultant are satisfied.

The OCA at any time, in its sole discretion, may terminate the contract, or postpone or delay all or any part of the contract, upon written notice.

VIII. CERTIFICATES

Bidders will be required to provide the following certificates prior to entering into a contract:

Secretary of State's Office Certificate of Good Standing ("CGS")	Individuals contracting in their own name do not need a CGS. Business organizations and trade names need a CGS, except for nonresident nonprofit corporations.
Certificate of Vote Authority ("CVA")	Individuals contracting in their own name do not need a CVA. Business entities and trade names need a CVA.
Certificate of Insurance	Certificate of Insurance form attached with insurance coverage required under the contract. Modifications of insurance coverage required under the contract will be specified in Exhibit C.
Workers' Compensation	Contractor must demonstrate compliance with or exception from RSA 281-A (and if applicable, RSA 228:4-b and RSA 21-1:80, and any other applicable laws or rules).

IX. FORM OF CONTRACT

The terms and conditions set forth in Attachment 1 Form P-37 (v. 1/09) General Provisions Agreement are part of the proposal and will apply to any contract awarded the bidder. Any contract resulting from this bid proposal shall not be deemed effective until it is signed by the Consumer Advocate and approved by the Governor and Executive Council.

<u>Company Name</u>	<u>Street Address</u>	<u>City/Town</u>	<u>State</u>	<u>Zip</u>	<u>Phone</u>
Baldwin, Susan	17 Arlington Street	Newburyport	MA	02857-291	1950 978-255-2344
Snake Hill Energy Resources, Inc.	17 Cody Dr	North Scituate	RI	02857-291	401-934-1433
Brevitz Consulting Services	3623 SW Woodvalley Terr	Topeka	KS	66614	785-266-8769
Hill Associates	PO Box 587 4000 Benedict Rd	Hurricane	WV	25526	304-562-3645
La Capra Associates, Inc.	One Washington Mall, 9th Fl	Boston	MA	2110	617-778-5515
Michael W. Holmes, Esq.	18 Holton Cir	Londonderry	NH	3053	603-432-5425
Rolka Loube Saltzer Associates, LLC	10601 Cavalier Dr, MD	Silver Spring	MD	20901	717-231-6661
Scott J. Rubin	333 Oak Ln	Bloomsburg	PA	17815	570-387-1893
Synapse Energy Economics, Inc.	485 Massachusetts Ave, Ste 2	Cambridge	MA	2139	617-661-3248
Ariadair Economics Group	1020 Fredericksburg Rd	Excelsior Springs	MO	64024	816-630-0628
Berger Law firm, P.C.	2104 Market St	Camp Hill	PA	17011	888-602-3114
DAI Management Consultants	1370 Washington Pike	Bridgeville	PA	15017	412-220-8920
Garrett Group L.L.C.	211 North Robinson Ave Ste 340	Oklahoma City	OK	73102	405-239-2226
The Columbia Group, Inc.	PO Box 810	Georgetown	CT	6829	203-438-2999
Vantage Consulting, Inc.	PO Box 420395	Summerland Key	FL	33042	305-744-3440
Natural Gas & Utility Consulting	35 Lincoln St, MA 01810	Andover	MA	1810	978-409-1392
WHN Consulting	19 Morning Arbor Pl	The Woodlands	TX	7731	713-298-1760
NBrockway & Associates	10 Allen St	Boston	MA	2131	617-645-4018
Roycroft Consulting	51 Sea Meadow Ln	Brewster	MA	2631	508-896-0151
Fox, Smolen & Associates, Inc.	1701 Nueces Street	Austin	TX	78701	888-822-9090
Glenn Blackmon	203 20th Ave SE	Olympia	WA	98501	360 556-7888
DSW Consulting, LLC	9 East St	Stoneham	MA	2180	617-938-3604
Curry & Associates	1509 Mearns Meadow Blvd	Austin	TX	78758	512-835-1585
Economics and Technology, Inc.	Two Center Plaza, Suite 400	Boston	MA	2108	617-227-5535
Barbara R. Alexander	83 Wedgewood Dr	Winthrop	ME	4364	207-395-4143
Christensen Associates Energy Consulting	800 University Bay Dr, Ste 400	Madison	WI	53705	608-231-2266
Micronomics, Inc.	1401 New York Ave, N.W., Ste 1200	Washington	DC	2005	202-408-0272
David Gardiner & Associates, LLC	28 Indian Ln	Marshfield	MA	2050	781-834-7968
Blue Ridge Consulting Services, Inc.	2131 Woodruff Rd, Ste 2100, PMB 309	Greenville	SC	29607	864-331-0700
Fisher Sheehan & Colton	34 Warwick Rd	Belmont	MA	2478	617-484-0597
Hudson River Energy Group	120 Washington Ave	Albany	NY	12210	518-436-1628
Overland Consulting	11551 Ash St, Ste 215	Leawood	KS	66211	913-599-3323
Ronald J. Binz	333 Eudora St, Ste 100	Denver	CO	80220	303-355-7528

Office of Consumer Advocate
Exhibit E

Russell Consulting	15 Titcomb St., Ste 100	Newburyport	MA	1950 978-462-2261
D'Onofrio & Associates, LLC	8870 Turfway Bend Dr	Powell	OH	43065 614-873-2323
Gorham, Gold, Greenwicz & Associates	PO Box 23626	Overland Park	KS	66283 913-814-9820
NorthPoint Consulting Group, LLC	1 Oak Ridge Rd, Bldg #2 Ste 10B	West Lebanon	NH	3784 603-643-4165
William Dunkel and Associates	8625 Farmington Cemetery Rd	Pleasant Plains	IL	62677 217-626-1476
Tellus Institute	11 Arlington St	Boston	MA	2116 617-266-5400
SVL Holding Corporation	1620 N Placentia Ave # 100	Placentia	CA	92870 714-986-2222
Pacific Economics Group	22 E Mifflin St, Ste 302	Madison	WI	53703 608-257-1522
Ostrander Consulting	1121 SW Chetopa Tr	Topeka	KS	66615 785-478-9099
Martin Roth Cohen & Associates	2633 W Sunnyside Ave	Chicago	IL	60625 773-343-5369
Liberty Consulting Group				
Accion	65 A Ridge Rd	Deerfield	NH	3037
Lawrence Lackey	2359 Stowe Hollow Rd	Stowe	VT	5672 802-253-7966
Larkin & Associates, PLLC	15728 Farmington Rd	Livonia	MI	48154 734-522-3420
J. Randall Woolridge, PhD	120 Haymaker Cir	State College	PA	16801 814-238-9428
Henkes Consulting	7 Sunset Rd	Old Greenwich	CT	6870 203-698-1989
Glenn Blackmon, PhD	203 20th Ave SE	Olympia	WA	98501 360-556-7888
Diversified Utility Consultants, Inc.	1912 W Anderson Ln	Austin	TX	78757 512-257-2600
Cicchetti & Co.	6705 Tim Tam Tr	Tallahassee	FL	32309 850 508 4141
Brown Williams Moorhead & Quinn, Inc.	1155 15th St N.W., Ste 400	Washington	DC	20005 202-775-8994
Paulina McCarter Collins, Esq.	10 River Place Dr, Apt 10106	Portland	ME	4106 207-542-0973
Gable Communications, Inc.	31 Stearns St	Newton	MA	2459 617-243-0093
Economists Incorporated	2121 K St, NW	Washington	D.C.	20037 202-223-4700
Exeter Associates, Inc.	5565 Sterrett Pl, Ste 310	Columbia	MD	21044 410-992-7500
David Townsend & Associates	17 Lawrence Rd	Swampscott	MA	1907 781-447-9356
Acadian Consulting Group	5800 One Perkins Place Dr, Ste 5-F	Baton Rouge	LA	70808 225-769-2603
Utilitech, Inc.	3020 Penn Ave	West Lawn	PA	19609 800-238-6753
The Regulatory Assistance Project	50 State St, Ste 3	Montpelier	VT	5602 802-223-8199
QSI Consulting, Inc.	3504 Sundance Drive	Springfield	IL	62711 217-726-7334
Causey Engineering, LLC	PO Box 341057-0018	Austin	TX	78734 512-261-3930
McFadden Consulting	636 South Monroe Wy, Ste 101	Denver	CO	80209 303-733-0999
Resource Insight, Inc.	Five Water Street	Arlington	MA	2476 781-646-1505
Brubaker & Associates, Inc.	PO Box 412000	St. Louis	MO	63141 636-898-6725
Ben Johnson Associates, Inc.	3854 - 2 Killlearn Court	Tallahassee	FL	32309 850-893-8600

Yankel & Associates Inc
Vermont Energy Investment Corp.
Signal Hill

29814 Lake Rd

Cleveland

OH

44140 440-892-1248

Robert J. Plonski

Snavelly King Majoros O'Connor & Lee, Inc.

301 N Progress Ave, Apt C12

Harrisburg

PA

17109 717-623-0226

Schlissel Technical Consulting
SAGE Management Consultants, LLC

1111 14th Street, NW - Suite 300

Washington

DC

20005 202-371-9153

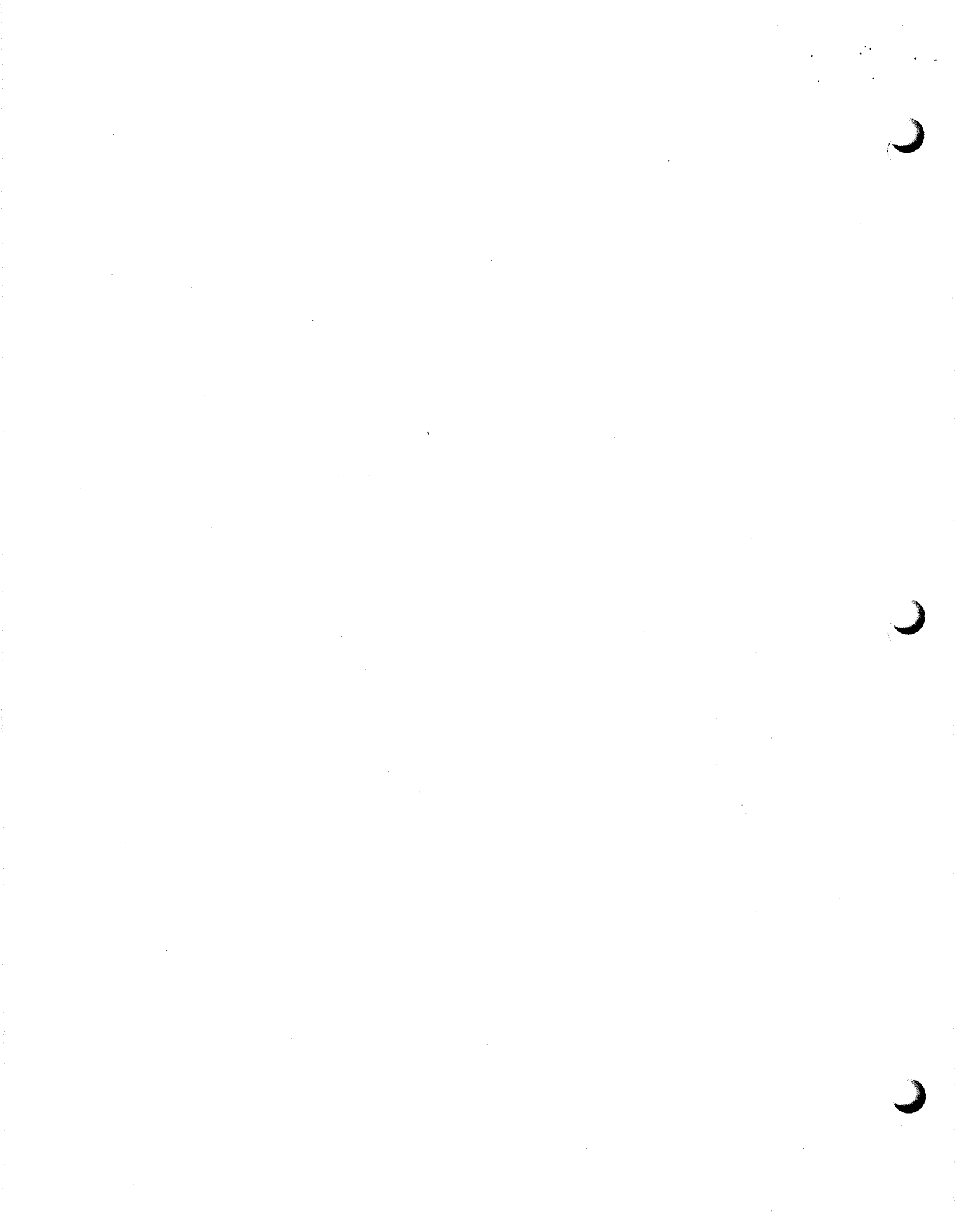
Pradip Chattopadhyay

Concord

NH

603-210-1013

Maureen Reno



Ben Johnson

Present position

Consulting Economist
Ben Johnson Associates, Inc. ®

Education

B.A. with honors, Economics - University of South Florida
M.S., Economics - Florida State University
Ph.D., Economics - Florida State University

Firm experience

As its founder and president, Dr. Johnson has developed the firm's approach to economic analyses. He has prepared and presented expert testimony on more than 300 occasions before state and federal courts and administrative agencies throughout the United States and Canada, involving the application of economic theory and principles to public policy, regulation, and management decision-making.

Dr. Johnson's doctoral areas of specialization were public finance (including taxation) and industrial organization (including utility regulation). His areas of professional specialization include antitrust, competition, cost analysis, and deregulation.

Dr. Johnson has been actively involved in more than 400 regulatory dockets, concerning electric, gas and other utilities. His work has spanned a wide range of different subject areas, involving the application of economic theory and principles to public policy, revenue requirements, rate of return and rate design issues. He has presented expert testimony on more than 300 occasions before the Federal Communications Commission, the Interstate Commerce Commission, and utility regulatory commissions in 35 states, two Canadian provinces, and the District of Columbia.

Dr. Johnson's experience in the electric utility field includes the full array of traditional rate base/rate of return issues, plus many issues involving resource planning, cogeneration and small and independent power production, avoided costs, cost/benefit analysis, resource life-cycle cost comparisons, feasibility studies, financial planning and modeling, and transmission constraints.

Dr. Johnson's clients have included a wide variety of public agencies and private corporations. Among the former are regulatory commissions in 14 states and the District of Columbia; public counsels in 15 states and the District of Columbia; attorneys general in 9 states; the Okeechobee County Property Appraiser; the Manatee County Property Appraiser; the Sarasota County Property Appraiser; the Utah Attorney General's Office; the United States Department of Justice--Antitrust Division; the Canadian Department of Communications; the National Association of State Utility Consumer Advocates; dozens of municipal governments; the Florida Department of General Services; the Florida Municipal Electric Association; and the Provincial Government of Ontario.

Dr. Johnson's corporate and institutional clients have included: AMERICALL, Arkansas Telephone Company, Inc., BC Rail, Blountsville Telephone Company,

Casco Bank and Trust, Consumers' Voice, Depositors Bank and Trust, East Maine Medical Center, the Harris Corporation, Interstate Securities Corporation, J.R. Simplot Company, LDDS, Liberty Telephone and Communications, Louisiana/Mississippi Association of Resellers, Merrill Trust Company, Midvale Telephone Exchange, Network Inc., Nevada Power Company, North American Telephone Company, Pan-Alberta Gas, Ltd., PenBay Memorial Hospital, PW Ventures, the South Carolina Long Distance Association, Stanton Telephone Company, Tel America, Teleconnect Company, Teltec Savings Communications, Inc., and Transcall America.

***Professional
and business history***

Ben Johnson Associates, Inc.:
1977—
Consulting Economist
State of Florida:
1975-77
Senior Utility Analyst, Office of Public Counsel
1974-75
Economic Analyst, Office of Public Counsel

Publications

Dr. Johnson has authored or co-authored 13 published articles appearing in such periodicals as The Southern Economic Journal, Proceedings of the Michigan State University Institute of Public Utilities, Public Utilities Fortnightly, West Virginia Law Review, Electric Ratemaking, and The New York Times.

***Lectures,
conferences and
seminars***

Dr. Johnson has lectured to undergraduate classes in economics at Florida State University on public utility regulation and economic theory and has addressed conferences and seminars sponsored by the National Association of Regulatory Utility Commissioners' Subcommittee on Law, the Marquette University College of Business Administration, the Utah Division of Public Utilities and the University of Utah, the Competitive Telecommunications Association (COMPTTEL), the Michigan State University Institute of Public Utilities, the National Association of State Utility Consumer Advocates (NASUCA), the Rural Electrification Administration, the North Carolina Public Staff Utilities Commission, the North Carolina State University Department of Economics and Business Center for Economic and Business Studies, and the University of Florida College of Business Administration.

***Professional
memberships***

American Economic Association

Personal references

Mr. Saul Rigberg
Intervenor Attorney
Utility Intervention Unit
Division of Consumer Protection
NYS Department of State
1 Commerce Plaza
99 Washington Ave, Suite 1020
Albany, NY 12231
(518) 408-3746

Dan Pozefsky
Residential Utility Consumer Office
1110 W. Washington, Suite 220
Phoenix, AZ 85007
(602) 364-4846

Don C. Reading

<i>Present position</i>	Vice President and Consulting Economist
<i>Education</i>	B.S., Economics — Utah State University M.S., Economics — University of Oregon Ph.D., Economics — Utah State University
<i>Honors and awards</i>	Omicron Delta Epsilon, NSF Fellowship
<i>Professional and business history</i>	Ben Johnson Associates, Inc.: 1989 — Vice President 1986 — Consulting Economist Idaho Public Utilities Commission: 1981-86 Economist/Director of Policy and Administration Teaching: 1980-81 Associate Professor, University of Hawaii-Hilo 1970-80 Associate and Assistant Professor, Idaho State University 1968-70 Assistant Professor, Middle Tennessee State University
<i>Firm experience</i>	<p>Dr. Reading provides expert testimony concerning economic and regulatory issues. He has testified on more than 40 occasions before utility regulatory commissions in Alaska, California, Colorado, the District of Columbia, Hawaii, Idaho, Nevada, North Dakota, Texas, Utah, Wyoming, and Washington.</p> <p>Dr. Reading has more than 35 years experience in the field of economics. He has participated in the development of indices reflecting economic trends, GNP growth rates, foreign exchange markets, the money supply, stock market levels, and inflation. He has analyzed such public policy issues as the minimum wage, federal spending and taxation, and import/export balances. Dr. Reading is one of four economists providing yearly forecasts of statewide personal income to the State of Idaho for purposes of establishing state personal income tax rates.</p> <p>In the field of telecommunications, Dr. Reading has provided expert testimony on the issues of marginal cost, price elasticity, and measured service. Dr. Reading prepared a state-specific study of the price elasticity of demand for local telephone service in Idaho and recently conducted research for, and directed the preparation of, a report to the Idaho legislature regarding the status of telecommunications competition in that state. Dr. Reading is currently case manager of BJA's ongoing assistance to the Alaska and Nevada commissions on implementation of provisions of the 1996 Telecommunications Act.</p> <p>Dr. Reading's areas of expertise in the field of electric power include demand forecasting, long-range planning, price elasticity, marginal and average cost pricing, production-simulation modeling, and econometric modeling. Among his recent cases was an electric rate design analysis for the Industrial Customers of Idaho Power.</p>

Among Dr. Reading's recent projects are a FERC hydropower relicensing study (for the Skokomish Indian Tribe) and an analysis of Northern States Power's North Dakota rate design proposals affecting large industrial customers (for J.R. Simplot Company). Dr. Reading has also provided an analysis for the Idaho Governor's Office of the impact on the Northwest Power Grid of various plans to increase salmon runs in the Columbia River Basin.

Dr. Reading has prepared econometric forecasts for the Southeast Idaho Council of Governments and the Revenue Projection Committee of the Idaho State Legislature. He has also been a member of several Northwest Power Planning Council Statistical Advisory Committees and vice chairman of the Governor's Economic Research Council in Idaho

While at Idaho State University, Dr. Reading performed demographic studies using a cohort/survival model and several economic impact studies using input/output analysis. He has also provided expert testimony in cases concerning loss of income resulting from wrongful death, injury, or employment discrimination.

Publications

"Energizing Idaho", Idaho Issues Online, Boise State University, Fall 2006.
www.boisestate.edu/history/issuesonline/fall2006_issues/index.html

The Economic Impact of the 2001 Salmon Season In Idaho, Idaho Fish and Wildlife Foundation, April 2003.

The Economic Impact of a Restored Salmon Fishery in Idaho, Idaho Fish and Wildlife Foundation, April, 1999.

The Economic Impact of Steelhead Fishing and the Return of Salmon Fishing in Idaho, Idaho Fish and Wildlife Foundation, September, 1997.

"Cost Savings from Nuclear Resources Reform: An Econometric Model" (with E. Ray Canterbury and Ben Johnson) Southern Economic Journal, Spring 1996.

A Visitor Analysis for a Birds of Prey Public Attraction, Peregrine Fund, Inc., November, 1988.

Investigation of a Capitalization Rate for Idaho Hydroelectric Projects, Idaho State Tax Commission, June, 1988.

"Post-PURPA Views," In Proceedings of the NARUC Biennial Regulatory Conference, 1983.

An Input-Output Analysis of the Impact from Proposed Mining in the Challis Area (with R. Davies). Public Policy Research Center, Idaho State University, February 1980.

Phosphate and Southeast: A Socio Economic Analysis (with J. Eyre, et al). Government Research Institute of Idaho State University and the Southeast Idaho Council of Governments, August 1975.

Don C. Reading

Estimating General Fund Revenues of the State of Idaho (with S. Ghazanfar and D. Holley). Center for Business and Economic Research, Boise State University, June 1975.

"A Note on the Distribution of Federal Expenditures: An Interstate Comparison, 1933-1939 and 1961-1965." In *The American Economist*, Vol. XVIII, No. 2 (Fall 1974), pp. 125-128.

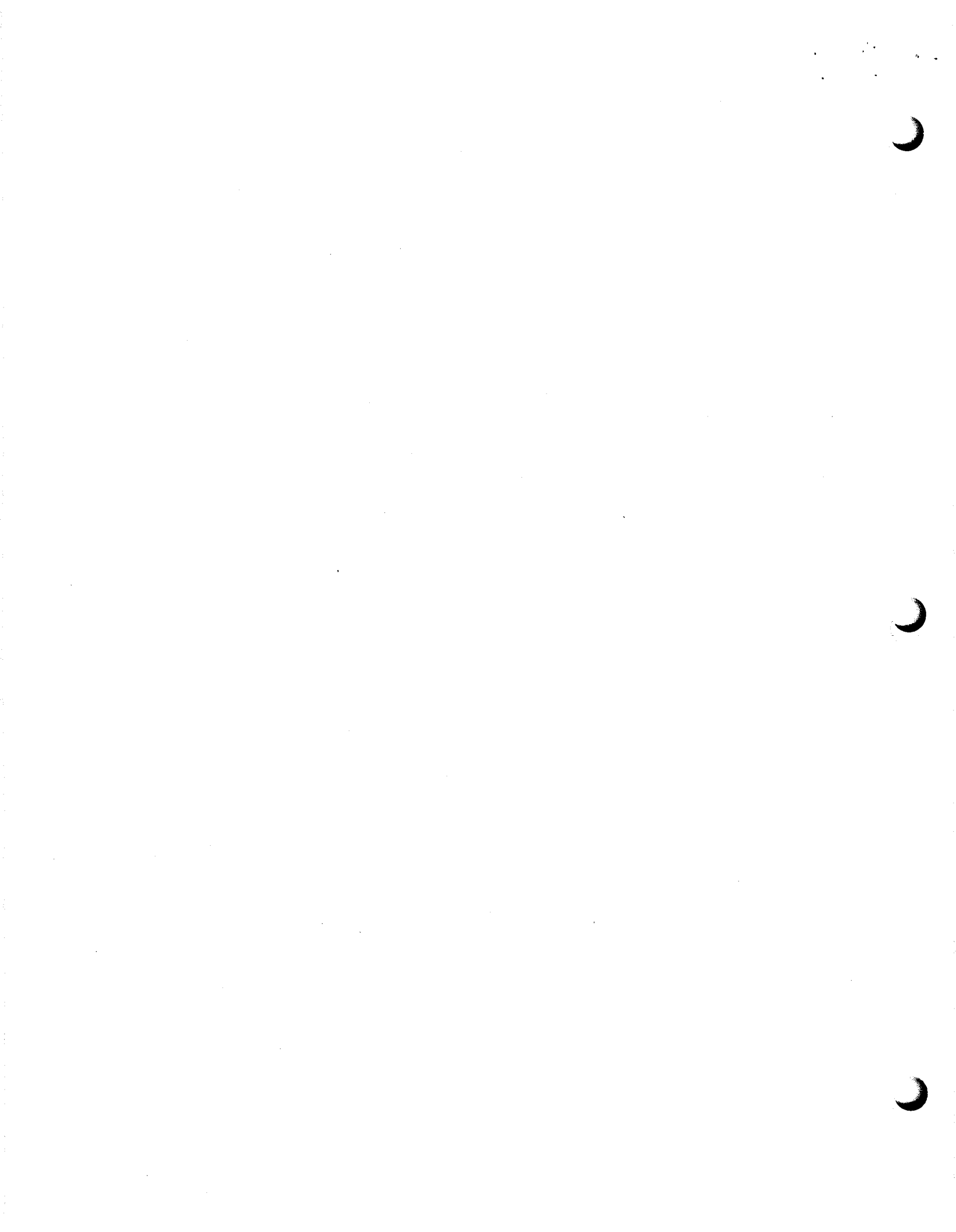
"New Deal Activity and the States, 1933-1939." In *Journal of Economic History*, Vol. XXXIII, December 1973, pp. 792-810.

*Personal
references*

Mr. Dean J. Miller
McDevitt & Miller
420 W. Bannock Street
P.O. Box 2564
Boise, ID 83701
(208) 343-7500

Dr. Don Holley
Boise State University
Department of Economic
1910 University Drive
Boise, ID 83725
(208)426-1158

Peter Richardson
Richardson Adams
515 N. 27th Street
P.O. Box 7218
Boise, ID 83707
(208) 938-7900



Ryan Lock

Present position Senior Research Analyst

Education B.S., International Affairs and Criminology *with Honors* — Florida State University
Certificate, Emergency Management and Homeland Security — Florida State University
M.S., Critical Incident Management — St. Leo University

Firm experience Mr. Lock has assisted with research and data analysis on projects pertaining to revenue requirements, cost of service, rate of return, rate adjustments, cost-benefit analysis and financial ratios. He assists with quantitative analysis, and preparation of workpapers and exhibits, among other responsibilities.

Professional and business history Ben Johnson Associates, Inc.

2014-	Senior Research Analyst
2012-13	Research Analyst

Florida State University School of Criminology

2012-13	Research Assistant
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Bid Summary

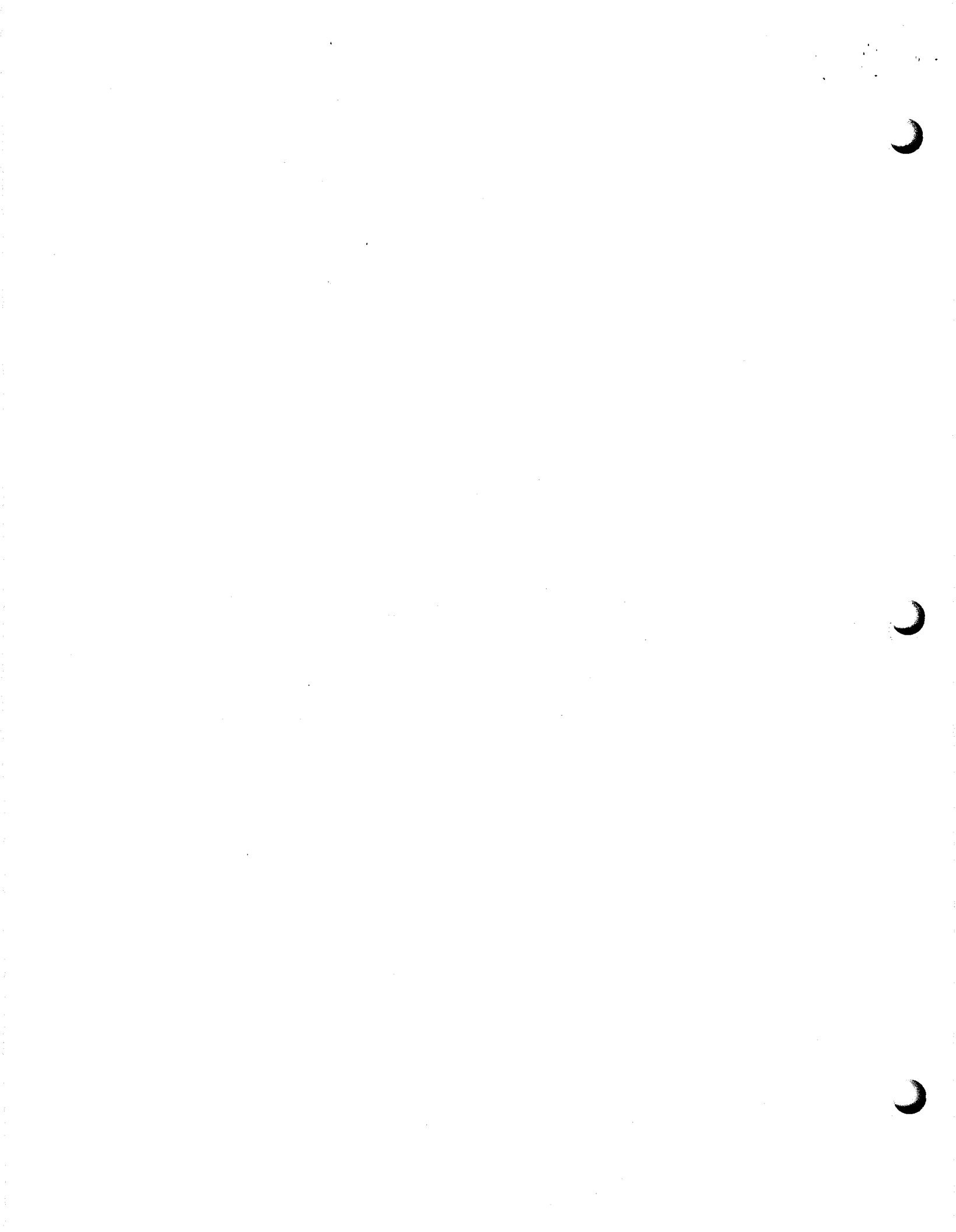
The OCA posted the RFP for services on our website on September 22, 2014, and also emailed it to the list of consulting firms identified on Exhibit E. The OCA received seven proposals in response to the RFP.

The proposals received were from Ariadair Economics Group, Ben Johnson Associates, Inc., Exeter Associates, Inc., Hill Associates, Bo-Tree Analytics, LLC., Snake Hill Energy Resources, Inc., and Snavelly Kind Majoros & Associates, Inc.

Susan Chamberlin, the Consumer Advocate reviewed the proposals. She considered:

- Whether the proposals were complete and met the RFP requirements;
- The quality and extent of the bidder's experience and expertise in utility operations and regulation;
- Ability to complete the tasks necessary for the job;
- The knowledge and practical skills of both the firm and the staff assigned in the proposal;
- Any experience and qualifications in providing similar services to Commissions, Consumer Advocates, or other similar clients;
- The proposed hourly rate for the project;
- Availability during the timeframe of the docket;
- Potential conflicts of interest; and
- Distance and accessibility to the OCA's offices.

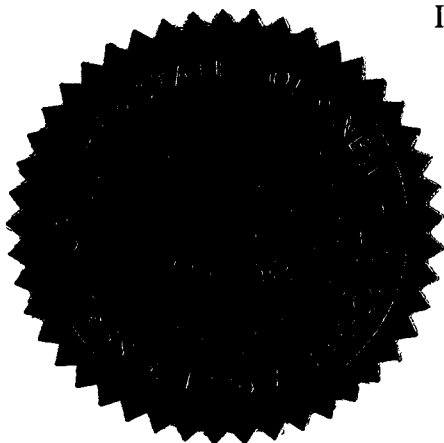
After this process, the reviewer determined that the OCA should seek approval to contract with Ben Johnson Associates, Inc.



State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Ben Johnson Associates, Inc., a(n) Florida corporation, is authorized to transact business in New Hampshire and qualified on November 17, 2014. I further certify that all fees required by the Secretary of State's office have been received.



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 November, A.D. 2014

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

PRINCIPAL OFFICES:
5600 PIMLICO DRIVE
TALLAHASSEE, FLORIDA 32309
850-893-8600
FAX 850-893-3000

ECONOMIC RESEARCH
AND ANALYSIS

**Ben Johnson®
Associates, Inc**

Certificate of Authority

I, Ben Johnson, President of Ben Johnson Associates, Inc., a Florida Corporation do hereby certify that by a Written Consent of the Board of Directors of Ben Johnson Associates, Inc., effective December 3, 2014, a copy of which is attached hereto, I am duly authorized to enter into legally binding contracts with the State of New Hampshire for the provision of consulting services, and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as necessary, desirable and appropriate. This authorization has not been modified, rescinded or revoked, and is at present in full force and effect.

IN WITNESS WHEREOF, the undersigned has affixed his signature this 4th day of December, 2014.



Ben Johnson, Ph.D.
President

Notary:

State of Florida
County of Leon
Sworn and subscribed before me this 4th day of
December, 2014

Heidi A. Pullen
Notary Public



6070 HILL ROAD
BOISE, IDAHO 83703
208-342-1700
FAX 208-384-1511

VISIT OUR WEBSITES:
benjohnsonassociates.com
utilityregulation.com

ELECTRONIC MAIL:
staff@benjohnsonassociates.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/03/2014

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 State Farm 	Kathy Fain Insurance Agency, Inc. 1672 Metropolitan Cir. Tallahassee, Fl. 32308	CONTACT NAME: KATHY FAIN PHONE (A/C, No, Ext): 850-385-3330 FAX (A/C, No): 850-385-6761 E-MAIL ADDRESS:																				
	INSURED Ben Johnson Associates Inc. 5600 Pilmlico Dr. Tallahassee, Fl. 32309	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>State Farm Florida Insurance Company</td> <td>10739</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	State Farm Florida Insurance Company	10739	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		98-05-0573-5 B	12/20/2014	12/20/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	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 <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER	CANCELLATION
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New Hampshire Office of the Consumer Advocate
 21 South Fruit Street
 Suite 18
 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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