

101 JBR

CONSUMER ADVOCATE
D. Maurice Kreis

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



Tel. (603) 271-1172

ASSISTANT CONSUMER ADVOCATE
Pradip K. Chattopadhyay

OFFICE OF THE CONSUMER ADVOCATE
21 S. Fruit St., Suite 18
Concord, N.H. 03301-2429

Website:
www.oca.nh.gov

May 26, 2020

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

REQUESTED ACTION

Authorize the Office of the Consumer Advocate to amend its contract with Strategen Consulting, LLC of 2150 Allston Way, Suite 400, Berkeley, CA 94704 (Vendor No. 274255) on a **SOLE SOURCE** basis by extending the expiration date of the contract from June 30, 2020 to December 31, 2020 and by increasing the amount of the contract by \$25,000, from \$100,000 to \$125,000. The original contract, for expert services, was approved by the Governor and Executive Council on March 13, 2019 (Item No. 47). Effective upon Governor & Council approval through December 31, 2020. **100% Public Utility Assessment**

Funding is available in account Consumer Advocate as follows:

	<u>FY 2020</u>
010-081-28160000-046-500464 Consultants	\$15,000
010-081-28160000-233-500769 Litigation	\$10,000

EXPLANATION

The Office of the Consumer Advocate (OCA) entered into this contract to provide analysis and expert witness services in connection with Docket Nos. DE 19-057 and DE 19-064 at the Public Utilities Commission (PUC). DE 19-064 is a rate case involving Granite State Electric Co. d/b/a Liberty Utilities that is in the process of being concluded by settlement agreement. The PUC opened DE 19-057 to consider a significant increase in electric distribution rates proposed by Public Service Company of New Hampshire d/b/a Eversource Energy on May 28, 2019. Pursuant to RSA 378:6, I(a), such a rate cases must ordinarily be concluded within 12 months of its filing by the utility. However, pursuant to Exhibit D (April 24, 2020) to Emergency Order No. 29, issued by Governor Sununu on April 9, 2020, this statutory deadline has been extended to November 28, 2020 in light of the pandemic.

We have been advised by the PUC to expect Docket No. DE 19-057 to proceed to hearing over the course of several weeks in September and October of 2020. Strategen Consulting conducted a detailed analysis of the rate design and revenue allocation aspects of both DE 19-064 and DE 17-057; it will be necessary for one of the principals of the firm to appear at the hearing in the Eversource matter to testify about the results of this analysis. Thus, the purpose of the proposed contract amendment is to allow for this testimony to take place and, secondarily, for Strategen Consulting to conduct additional analysis arising out of any circumstances that have changed with the unusually long time this case has been pending and the unusual circumstances (i.e., changes in the utility operating environment in light of the pandemic and resulting economic upheaval).

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

Sincerely,

A handwritten signature in black ink, appearing to read "D. Maurice Kreis". The signature is fluid and cursive, with a large initial "D" and "M".

D. Maurice Kreis
Consumer Advocate

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 STRATEGEN CONSULTING LLC is a California Limited Liability Company registered to transact business in New Hampshire on July 12, 2016. 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: 747468

Certificate Number: 0004907276



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of May A.D. 2020.

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

William M. Gardner
Secretary of State

Limited Partnership or LLC Certification of Authority

I, Janice Lm, hereby certify that I am a Partner, Member or
(Name)

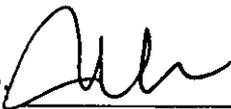
Manager of Strategen Consulting a limited liability partnership under RSA 304-B
(Name of Partnership or LLC)

or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization has not expired.

DATED: May 6, 2020

ATTEST:  CEO
(Name & Title)

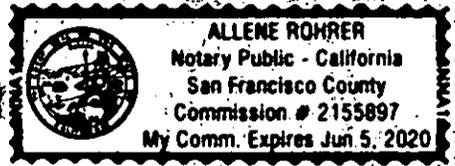
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Alameda)
On May 6, 2020 before me, Allene Rohrer, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Janice Lin
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Allene Rohrer
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document state of New Hampshire
Title or Type of Document: LLC Certification of Authority Document Date: 5/6/2020
Number of Pages: 1 Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Janice Lin
[X] Corporate Officer - Title(s): CEO
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing:

Signer's Name:
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing:

Kreis, Donald

Subject: FW: contracts

From: Dana Talise <dtalise@strategen.com>
Sent: Tuesday, June 9, 2020 2:35 PM
To: Ron Nelson <rnelson@strategen.com>; Kreis, Donald <Donald.Kreis@oca.nh.gov>
Subject: RE: contracts

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Hello Don,

I can certify that as the Managing Member and CEO of Strategen Consulting, Janice Lin has authority to execute all contracts and bind Strategen Consulting as needed.

Please feel free to follow up with any additional requirements.

Thanks very much for your help in getting this contract extended.

Dana Talise
Chief Financial Officer



510 665 7811 (Main – US)
415 999 4746 (Mobile – US)
+61 7 4448 4400 (Main – AU)





STRACON-05

SUMMANR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	CONTACT NAME: Margarite Leon	
	PHONE (A/C, No, Ext): (925) 918-4524	FAX (A/C, No):
E-MAIL ADDRESS: Margarite.Leon@ioausa.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Continental Casualty Company		20443
INSURER B: Property & Casualty Insurance Company of Hartford		34690
INSURER C: Allied World Surplus Lines Insurance Company		24319
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 StrateGen Consulting LLC
 2150 Allston Way, Suite 400
 Berkeley, CA 94704

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6045353834	4/26/2020	4/26/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6045353834	4/26/2020	4/26/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6045353879	4/26/2020	4/26/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	57WECTR8303	6/1/2020	6/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.			0303-5694	9/2/2019	9/2/2020	Per Claim \$ 5,000,000
C	Professional Liab.			0303-5694	9/2/2019	9/2/2020	Aggregate \$ 5,000,000

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

CERTIFICATE HOLDER

CANCELLATION

PROOF OF COVERAGE	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

ACORD 25 (2016/03)

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STATE OF NEW HAMPSHIRE

CONSUMER ADVOCATE
D. Maurice Kreis

ASSISTANT CONSUMER ADVOCATE
Pradip K. Chattopadhyay



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

Tel. (603) 271-1172

Website:
www.oca.nh.gov

OFFICE OF CONSUMER ADVOCATE
21 S. Fruit St., Suite 18
Concord, NH 03301-2441

G4C # 47
date 3/13/19

February 19, 2019

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

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 Strategen Consulting, LLC of 2150 Allston Way, Suite 400, Berkeley, California 94704 (Vendor #274255) to provide expert services to support the participation of the OCA in two rates cases to be filed by electric utilities (Public Service Company of New Hampshire d/b/a Eversource Energy and Granite State Electric Company d/b/a Liberty Utilities) at the Public Utilities Commission (PUC) in April 2019, plus additional cases as time and budget allow for an amount not to exceed \$100,000. The contract will be effective upon Governor and Council approval through June 30, 2020. **100% Public Utility Assessment**

Funding is available in account Consumer Advocate as follows for FY2019, funding for FY2020 is contingent on budget approval, with authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if necessary and justified:

02-81-81-812010-28160000 Consumer Advocate

010-081-28160000-233-500769 Litigation	<u>FY 2019</u>	<u>FY2020</u>
	\$45,000	\$55,000

EXPLANATION

The OCA represents the interests of residential utility customers and, in that capacity, participates in dozens of proceedings before the PUC each year. In terms of both importance and scope, the most significant PUC proceedings are rate cases in which the entirety of a utility's revenue requirement (including the prudence of expenses and capital expenditures included in that requirement), as well as the design of the rates used to recover the revenue requirement, receive detailed and comprehensive consideration. With a professional staff consisting of two attorneys, an economist and a director of finance, the OCA has typically relied on outside experts who specialize in utility regulation to augment in-house resources so that we may participate fully and vigorously in such major proceedings before the PUC.

Two major rate cases are expected to be filed in April of 2019. One involves the state's largest electric utility – Public Service Company of New Hampshire d/b/a Eversource Energy (Eversource) – and will be Eversource's first such rate proceeding in a decade. The second involves Granite State Electric Company d/b/a Liberty Utilities (Liberty). To assist the OCA with its work on these two rate cases, the OCA proposes to enter into a contract with Strategen Consulting, LLC for the purpose of reviewing, analyzing, critiquing and (as necessary) improving upon each utility's proposal for rate design, revenue decoupling, cost allocation, non-wires alternatives to investment in distribution infrastructure, beneficial electrification (i.e., possible increases in reliance on electricity as opposed to other energy sources), and the use of customer data. As described below, the proposed contract is one of three the OCA has negotiated as the result of its most recent Request for Proposals (RFP). The work product of Strategen Consulting would include but not be limited to pre-filed written testimony that would be subject to cross-examination at Commission hearings.

RFP Process and Selection

On October 4, 2018, the OCA issued an (RFP) to consulting firms that specialize in providing expert assistance with utility rate cases. The RFP made specific reference to the upcoming Eversource and Liberty rate cases. In light of the breadth of issues likely to arise in those cases, and the OCA's understanding that eligible consulting firms often develop particular expertise in discrete aspects of utility regulation, the RFP reserved the OCA's right to enter into more than one contract in the event a combination of winning bidders provides the best option for obtaining the services that were sought via the RFP.

Nine responses to the OCA were received. Upon reviewing the proposals, the OCA concluded that a combination of winning bidders would indeed provide the best option given that the bidders tended to specialize in either issues related to revenue requirements and issues related to rate design and revenue recovery. Accordingly, the OCA concluded that it would enter into three contracts: two concerning the revenue requirements for each of the utilities and a third focused on rate design and related issues that do not concern revenue requirements. The bids were scored on this basis by the four members of the OCA's professional staff. In connection with rate design and related issues, the OCA thereby chose

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

February 19, 2019

Page 3 of 3

Strategen Consulting, LLC as the winning bidder based on the combination of expertise, direct experience and competitive price.

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

Respectfully,

A handwritten signature in black ink, appearing to read "D. Maurice Kreis". The signature is fluid and cursive, with a large initial "D" and "M".

D. Maurice Kreis
Consumer Advocate

Bid Summary for OCA RFP No. 2018-1 (Issues other than Revenue Requirements)

Vendor Name	Address
Marc H. Vatter	9 Underhill Street, Nashua, New Hampshire
Ben Johnson Associates, Inc.	5600 Pimlico Drive, Tallahassee, Florida
Larkin & Associates PLLC	15728 Farmington Road, Livonia, Michigan
Innogy Consulting U.S. LLC	200 Portland Street, Boston, Massachusetts
Wired Group	P.O. Box 150963, Lakewood, Colorado
Strategen Consulting LLC	2150 Alston Way, Berkeley, California
Hudson River Energy Group	235 Lark Street, Albany, New York
Bion C. Ostrander	1121 SW Chetopa Trail, Topeka, Kansas
PCMG and Associates LLC	22 Brookes Avenue, Gaithersburg, Maryland

Criterion	Max Points	Vatter	BJA	Larkin	Innogy	Wired	Strategen	Hudson	Bion	PCMG
Qualifications, technical expertise, knowledge and practical experience re rate cases, particularly in re affiliates of Eversource and Liberty	30	16.75	24.75	0	13.5	25.5	28	16.5	0	23.5
Cost of services and expenses, with emphasis on hourly rates	25	22.75	16.5	10.75	18	19.75	22.25	22	11	20.5
General experience and qualifications in NH and in re ratepayer advocacy	25	14.25	23	5.5	15.75	20.75	20.5	17	4	19.75
Availability and accessibility of staff	10	10	7.5	3.25	9.25	8.5	7.25	8	3.5	7.75
Overall responsiveness to RFP requirements, completeness, clarity	10	5.5	9	1.75	6.25	9	9.5	6.25	2.5	5.75
TOTAL	100	68.75	80.75	21.25	62.75	83.5	87.5	69.75	21	77.25

Evaluation Committee members: D. Maurice Kreis, Pradip Chattopadhyay, James Brennan, Brian Buckley

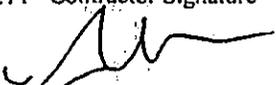
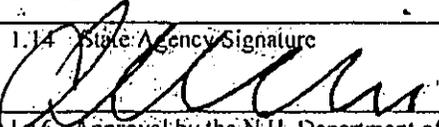
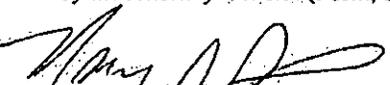
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Office of the Consumer Advocate		1.2 State Agency Address 21 South Fruit Street, Ste 18, Concord, NH 03301	
1.3 Contractor Name Strategen Consulting, LLC		1.4 Contractor Address 2150 Allston Way, Ste 400, Berkeley, CA 94704	
1.5 Contractor Phone Number 510-665-7811	1.6 Account Number 010-081-28160000-233-500769	1.7 Completion Date June 30, 2020	1.8 Price Limitation 100,000
1.9 Contracting Officer for State Agency D. Maurice Kreis		1.10 State Agency Telephone Number 603-271-1174	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Janice Lin, Founder & Chief Executive Officer	
1.13 Acknowledgement: State of _____, County of _____ On _____, 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 she executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="text-align: center; font-size: 1.5em; font-family: cursive;">See attached</div>			
[Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory D. MAURICE KREIS, CONSUMER ADVOCATE	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: 2-19-19			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 2/20/2019			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

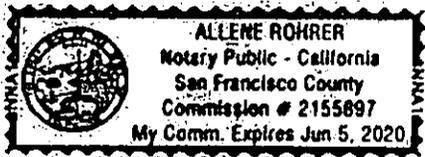
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Alameda)
On 1/30/2019 before me, Allene Rohrer, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Janice Lin
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Allene Rohrer
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Form P-37 Document Date: 1/30/2019
Number of Pages: 4 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: Janice Lin Signer's Name: _____
 Corporate Officer - Title(s): CEO Corporate Officer - Title(s): _____
 Partner - Limited General Partner - Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

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, 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 as indicated in block 1.18, 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 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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.

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/PRESERVATION.

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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.

AW

Scope of Services

Strategen Consulting, LLC shall deliver services at the direction of and in a manner prescribed by the Office of the Consumer Advocate (OCA), consistent with the procedural schedules adopted by the Public Utilities Commission in connection with the electric rate cases to be filed in 2019 by Public Service Company of New Hampshire d/b/a Eversource Energy and Granite State Electric Company d/b/a Liberty Utilities. Deliverables include:

- Analysis of marginal and embedded cost of service studies conducted by the utilities;
- Analysis of rate design proposals made by the utilities;
- Development of alternatives to the utility rate design proposals;
- Analysis of revenue decoupling proposals made by the utilities;
- Development of a revenue decoupling plan for each utility that provides symmetrical and appropriate benefits to customers and shareholders;
- Analysis of utility proposals related to "non-wires" alternatives to traditional distribution and transmission system upgrades;
- Analysis of utility proposals as they relate to the issue of beneficial electrification (i.e., increased customer reliance on electricity as opposed to other fuels for domestic, commercial, and transportation needs);
- Analysis of utility proposals with respect to the use and sharing of customer data with customers, regulators and third parties;
- Assistance with the development of discovery requests concerning these issues to be tendered to utilities and intervenors;
- Development of written direct testimony on rate design, revenue decoupling and at least one of the other above-referenced issues in each rate case;
- Development of responses to discovery requests on such pre-filed testimony;
- Review and analysis of testimony filed by other parties;
- Assistance with settlement discussions;
- Assistance with hearing preparation including drafting questions for cross-examination;
- Remote attendance at technical sessions and settlement conferences;
- In-person attendance at hearings;
- Assistance with the preparation of pleadings, including motions to compel responses to discovery requests and post-hearing briefs; and
- Other assistance as needed, with both the rate cases and, as resources allow, other proceedings at the Public Utilities Commission that implicate related issues.

Initials 
Date 1/30/2019

Payment Terms

The hourly rates for the professional staffs of Strategen Consulting are as follows: project director, \$289; project managers, \$229; senior consultant, \$207; consultant, \$194; senior analyst, \$179; and analyst, \$168. The hourly rates for Strategen's subcontractor, Applied Economic Clinic, are as follows: senior researchers, \$135. Invoices will be based on actual time expended, in increments of 0.25 hours and paid under net 30 terms. Travel expenses for attendance at meetings and hearings in Concord will be reimbursed (1) to employees of Strategen Consulting at cost and subject to the discretion of the OCA, and (2) to employees of Applied Economic Clinic at the applicable mileage reimbursement rate adopted by the Internal Revenue Service for business mileage, for travel between Somerville, Massachusetts and Concord, New Hampshire. The total not-to-exceed price for Strategen Consulting's services under this contract is \$100,000.

Initials AK
Date 7/30/2017

Special Provisions

In order to minimize the cost of services under this contract, Strategen Consulting is authorized to subcontract a portion of its work under the contract to Applied Economic Clinic (AEC) of Somerville, Massachusetts. Specifically, employees of AEC may, with the approval of OCA, conduct research and attend docket-related hearings and meetings at the offices of, or convened by, the Public Utilities Commission. It is expressly understood that, as contractor, Strategen Consulting LLC shall be responsible for all work performed under this contract by its subcontractor AEC. The provisions of Item No. 12 of the Agreement shall otherwise be applicable.

Initials AS
Date 4/30/2019