

INTERIM COMMISSIONER
Jared Chicoine

DEPUTY COMMISSIONER
Vacant



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

July 21, 2021

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

His Excellency and Honorable Councilors:

REQUESTED ACTION

Pursuant to RSA 365:37, II and III, authorize the New Hampshire Department of Energy (Department) to enter into a contract with Skumatz Economic Research Associates, Inc., of Silverthorne, CO, Vendor Code #166984, to assist and advise the Department in their evaluation of energy efficiency programs under the Energy Efficiency Resource Standard. The contract is to be effective upon the date of Governor and Council approval through December 31, 2023, in an amount not to exceed \$284,683. Funding is 100% Utility Assessment.

Funding is authorized from the account, General Consultants, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

Funding will be available, pursuant to RSA 365:37, II, in account 02-52-52-520010-XXXX0000-046-500464 (pending).

<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>Total</u>
\$113,874	\$113,874	\$56,935	\$284,683

EXPLANATION

The Department of Energy (Department) respectfully requests authority to enter into a contract in an amount not to exceed \$284,683.00 with Skumatz Economic Research Associates, Inc. (SERA), a consulting firm specializing in the evaluation of energy efficiency programs and projects. In its Order No. 25,932 establishing an Energy Efficiency Resource Standard (EERS), the New Hampshire Public Utilities Commission (Commission) found that rigorous evaluation, monitoring, and verification (EM&V) is required to ensure that utility energy efficiency programs actually achieve planned savings in a cost effective manner. In Order No 26,323, the Commission agreed to continue the use of a consultant to assist with EM&V. Activities that will be undertaken by SERA include providing advice on the scope for EM&V studies, methods for EM&V study and results, how EM&V results inform program improvement, ISO-NE's forward capacity market evaluation requirements, and updating of the Technical Resource Manual, which includes saving assumptions for the EERS program.

The Commission issued a Request for Proposals (RFP) on September 4, 2020. The notice of the RFP was published in the Union Leader for three days and was posted on the Commission's website. The

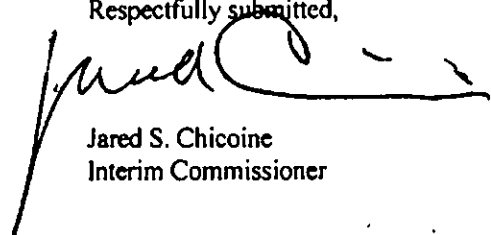
Commission received five responses to its RFP. An evaluation team made up of the Director of the Electric Division, the lead Utility Analyst for the energy efficiency programs, and one of the lead attorneys for the energy efficiency programs reviewed the five RFP responses. The bid responses were scored using the selection criteria identified in the RFP, weighted as follows: qualifications, technical, and practical experience (maximum of 25 points); general experience and qualifications in providing similar services (maximum 25 points); costs (maximum 20 points); availability and accessibility (maximum 20 points); and overall responsiveness to the RFP, including completeness, clarity, and quality (maximum 10 points). References for work of a similar nature were also contacted for the top three scoring proposals. SERA was the highest scoring bidder at 92 points versus a 76 point score for the second highest bidder response.

Although the RFP was issued by the Commission, pursuant to RSA 12-P:11, effective July 1, 2021, “[a]ll of the functions, powers, duties, records, personnel, and property of the public utilities commission incorporated in the statutes establishing the department of energy and which replace the authority of the commission with the authority of the department of energy, are hereby transferred, as of July 1, 2021, to the department of energy.” Similarly, RSA 12-P:14, effective July 1, 2021, provides that “[e]xisting rules, orders, and approvals of the public utilities commission which are associated with any functions, powers, and duties, transferred to the department of energy pursuant to RSA 12-P:11 or any other statutory provision, shall continue in effect and be enforced by the commissioner of the department of energy until they expire or are repealed or amended in accordance with applicable law.” Pursuant to Order No. 25,932 and Order No. 26,323, the Commission Staff had a continuing duty to participate in the EM&V Working Group and contract with a consultant to provide technical expertise to the EM&V Working Group. As noted above, that duty transferred to the Department of Energy on July 1, 2021. The RFP process, proposals, and power to award the contract therefore were similarly transferred to the Department.

The contract amount will not affect the General Fund. Funds will be assessed pursuant to RSA 365:37, II, which permits the Department to obtain experts and assess the costs to the electric and natural gas utilities who are mandatory parties to the proceeding.

Your consideration of this request is appreciated.

Respectfully submitted,



Jared S. Chicoine
Interim Commissioner

Attachments:
Agreement with Exhibits



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

I. IDENTIFICATION.

1.1 State Agency Name Department of Energy		1.2 State Agency Address 21 S. Fruit Street, Suite 10 Concord, NH 03301	
1.3 Contractor Name Skumatz Economic Research Associates, Inc.		1.4 Contractor Address 1577 Legend Lake Circle PO Box 1486, Silverthorne, CO 80498	
1.5 Contractor Phone Number 360-261-3069	1.6 Account Number XXXX0000-500464	1.7 Completion Date 12/31/2023	1.8 Price Limitation \$284,683
1.9 Contracting Officer for State Agency Tom Frantz, Electric Division Director		1.10 State Agency Telephone Number 603-271-3670	
1.11 Contractor Signature  Date: 7/16/21		1.12 Name and Title of Contractor Signatory Lisa A. Skumatz, Project Manager	
1.13 State Agency Signature  Date: 7/19/21		1.14 Name and Title of State Agency Signatory Jared S. Chicoine, Interim Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Takhmina Rakhmatova</i> On: 7/19/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with 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 cured, 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 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

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

8.3. 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.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

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

10.3 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.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein

contained shall be deemed to constitute a waiver of the 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

EXHIBIT A

SPECIAL PROVISIONS

1. In lieu of the insurance requirement set forth in Paragraph 14 of the General Provisions, the Department will accept commercial general liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less than:

\$2,000,000 for each occurrence

\$300,000 for damage to rented premises

\$10,000 for medical expenses (for any one person)

\$2,000,000 for personal and advertising injury

\$4,000,000 general aggregate

\$4,000,000 for products and completed operations aggregate

EXHIBIT B

SCOPE OF SERVICES

The Contractor(s) shall be engaged by, and report to, the Department, to assist in its Evaluation, Monitoring, and Verification (EM&V) activities. The contractor shall assist the Department, the Utilities, the EESE Board or successor, and others participating in Evaluation, Monitoring, and Verification (EM&V) activities, as approved by the New Hampshire Public Utilities Commission. The general scope and purpose of services to be provided by the Contractor(s) are as follows:

1. The Contractor will work closely with the EM&V Working Group in developing and confirming a clear and coherent set of recommended EM&V studies for the 2021-2023 period;
2. The Contractor will provide recommendations that would provide greater transparency in the overall planning and conduct of the EM&V studies;
3. The Contractor will provide recommendations about EM&V issues that may become more relevant with changes in energy efficiency program budgets, program design, strategic direction, or policy guidance;
4. The Contractor will work with the EM&V Working Group to continue to modify and update the Technical Resource Manual;
5. The Contractor will provide support and advice to the Department in EM&V, planning, and policies based on its experience with EM&V in New Hampshire and other states.

Specific tasks for the Contractor will include the following:

- (a) Building a consensus around a series of EM&V Working Group priorities;
- (b) Providing guidance in finalizing the Strategic Evaluation Plan, including the definition of a systematic evaluation planning and implementation process, and the associated budget allocations;
- (c) Providing guidance on the implementation of several standard approaches for determining energy and demand savings (as well as other non-energy impacts);
- (d) Determining when impact evaluations should be accompanied by process evaluations, market effects evaluations, and market characterization studies;
- (e) Recommending when New Hampshire should participate in evaluation studies initiated in other jurisdictions in the region;
- (f) Facilitating agreement on a clear and coherent set of recommended EM&V studies for the 2021-2023 period accompanied by an agreed timetable;
- (g) Providing advice on all key terms/definitions related to energy efficiency evaluation, and how to effectively benchmark appropriate metrics;
- (h) Offering guidance on key evaluation issues and review approval of proposed EM&V methodologies;
- (i) Informing the EM&V Working Group concerning publicly available energy efficiency evaluation resources;

Contractor Initials JAS

Date 7/16/21

- (j) Overseeing the continuing modification and updating of a statewide Technical Reference Manual;
- (k) Ensuring compliance with ISO-NE's forward capacity market evaluation requirements;
- (l) Providing guidance to the Department in the development of the regional Avoided Energy Supply Cost Study;
- (m) Providing guidance to ensure adequate utility program database consistency and utility program database documentation;
- (n) Keeping abreast of emerging issues associated with EM&V activities, including EM&V 2.0 developments;
- (o) Enhancing the Department EM&V capabilities;
- (p) Enhancing EESE Board understanding of EM&V processes and their value;
- (q) Identifying and tracking of key energy efficiency driven market indicators;
- (r) Supporting the investigation and development of a consensus on issues related to EM&V studies, study results, and application of results in planning and reporting;
- (s) Providing recommendations on the selection and hiring of independent third-party evaluators/vendors, as requested;
- (t) Providing recommendations on the review of work products of independent third-party evaluators/vendors as requested;
- (u) Monitoring contract management and providing recommendations, including the possibility of overseeing contract management, to ensure that studies stay on schedule and within budgetary limits; and alert the Department and the EM&V working group as needed;
- (v) Providing input into planning process and policy based on EM&V and other experience in other states;
- (w) Providing input and recommendation on other studies conducted related to the EERS plan (e.g., Avoided Energy Supply Cost Study, Non-Energy Impact Study, Energy Optimization, etc.);
- (x) Providing advice and support, including possible testimony before the New Hampshire Public Utilities Commission, regarding EM&V and related policies on behalf of the Department.

In the process of preparing each deliverable, the Contractor will work closely with the Department in order to facilitate effective knowledge transfer on each issue.

The Contractor will submit an annual report on the progress of EM&V activities by February 1, 2022 and February 1, 2023, or other mutually agreeable dates, and a final such report due by December 15, 2023. The work of the Contractor will be subject to an annual evaluation of progress achieved against the above-mentioned scope and tasks to take place during the month of October of each program year.

This exhibit is intended as a summary of the work described in RFP #2020-005 and Contractor's Response to RFP #2020-005, and is not intended to limit the scope of services as set forth therein.

Contractor Initials JAR
 Date 7/14/21
 Page 2 of 3

1. Project Schedule

Contractor shall commence work immediately following approval of this Agreement by the Governor and Executive Council. Contractor shall schedule an initial project scoping meeting with the Department to occur during August 2021 or a mutually agreeable date within 30 days following approval of this Agreement by the Governor and Executive Council. The purpose of the meeting shall be to review and refine the scope, task, and project approach requirements; to establish a project plan and schedule with key milestones and deliverables, as applicable; and to establish project management and communications protocols to ensure that the information requirements of both the Department and Contractor are satisfied.

2. Project Management

Status calls or meetings shall be conducted by Contractor's project manager with the Department, on a monthly basis or when requested by the Department, to discuss project status, progress, action items, and budget status.

For any activities not addressed in the project schedule section above or requiring modification as the work progresses, Contractor shall work with the Department to set a mutually agreeable schedule and related budget.

3. Additional Requirements

Contractor shall maintain confidential all non-public information to which it has access until such time as it is instructed otherwise by the Department. In the process of preparing any and all deliverables, Contractor shall work closely with the Department in order to facilitate effective knowledge transfer on each issue. At the conclusion of performance of services hereunder, Contractor shall make available to the Department summaries of significant work papers and source documents as requested.

Contractor Initials JTS
Date 7/14/21
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EXHIBIT C

CONTRACT AMOUNT, TERMS AND METHODS OF PAYMENT

1. This contract becomes effective on the date of approval by the Governor and Executive Council and concludes on December 31, 2023, with an option for continuation for another three-year term, with the appropriate approvals.
2. Skumatz Economic Research Associates Inc. (Contractor) will charge for professional consulting services for time involved and expenses incurred in an amount not to exceed \$284,683.00. Services will be provided as set forth in Exhibit B. The Detailed Program Budget and Staffing section in Contractor's proposal dated October 22, 2020 describes reasonable, expected allocation of hours for the services, at the following hourly rates:

Name	Labor Rate (fully loaded) (\$/hour)
Lisa Skumatz	\$180.00
Ralph Prah	\$204.00
Robert Wirtshafter	\$205.00
Peter Jacobs	\$200.00

All out-of-pocket costs and expenses, including travel, will be invoiced at cost without mark-up and are subject to the Price Limitation set forth below. The Contractor includes the employees and subcontractors identified in the Contractor's proposal. The State will not pay any subcontractor directly for its services to the Contractor. The amount to be paid to the Contractor, including the amounts paid for services provided to the Contractor by any permitted subcontractor, shall not exceed the Price Limitation set forth below. The Contractor shall not substitute or change any subcontractor or other personnel identified in its Proposal without written notice to and the consent of the Department, such consent not to be unreasonably withheld.

3. Price Limitation: The contract price shall not exceed \$284,683.00 in total.
4. Method of Payment: Payment shall be made as set forth herein below, on completion of the assigned work on the basis of monthly invoices approved by the New Hampshire Department of Energy (Department). All invoices shall be supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred and copies of receipts. Invoices will provide adequate back-up including the hours worked per individual during the month and the service provided during those hours. The Department can request additional supporting information, as necessary. Invoices will be submitted to: Business Office, New Hampshire Department of Energy, 21 South Fruit Street, Suite 10, Concord, New Hampshire 03301-2429 or via email to ENGY-BusinessOfficeGroup@energy.nh.gov.

Contractor Initials JK

Date 7/16/21
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Payments hereunder are contingent upon the availability of funds assessed pursuant to RSA 365:37, II. The Department will assess the costs of the contract to the appropriate party(ies) and upon receipt of payment of the assessment, will process payment to the Contractor.

Contractor Initials JR

Date 7/14/21
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SKUMATZ ECONOMIC RESEARCH ASSOCIATES, INC.

■ Consulting to Government & Utilities

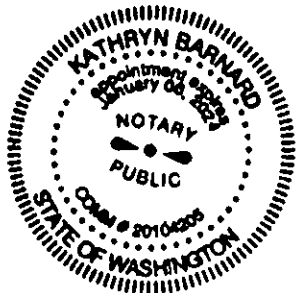


Colorado Office:
1577 Legend Lake Circle, P.O. Box 1486
Silverthorne, CO 80498
Voice: 360/281-3069
email: skumatz @ serainc.com
Website: www. serainc.com; payl.org

CERTIFICATE OF VOTE AUTHORIZATION

July 16, 2021

I hereby certify that a meeting of the Board of Directors of: Skumatz Economic Research Associates, Inc
(SERA). Duly called and held in ORCA, WA (City, State) on the
16th day of July, 2021 a meeting where it was voted that LISA SKUMATZ (Sole Officer of the Board) may
enter into any contract or execute and deliver any instrument in the name of, and on behalf of, the
corporation as by the Bylaws of Skumatz Economic Research Associates signed on March 6th 1995.



Lisa A. Skumatz, Ph.D.
Sole Director and Principal Executive
Skumatz Economic Research Associates, Inc

On this 16th day of July, 2021, before me appeared (name) Lisa Skumatz who being duly sworn,
did execute the following affidavit, and did state that he or she was properly authorized by Skumatz
Economics Research Associates, Inc. (SERA) (name of firm) to execute the affidavit and did so as of his
or her free act. (Seal)

Notary Public: Kathryn Barnard Commission expires: January 6, 2023

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 SKUMATZ ECONOMIC RESEARCH ASSOCIATES INC is a Washington Profit Corporation registered to transact business in New Hampshire on March 28, 2018. 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: 791428

Certificate Number: 0005408317



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of July A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

July 15, 2021

NH Department of Energy
21 South Fruit Street, Suite 10
Concord NH 03301

Account Information:

Policy Holder Details :	SKUMATZ ECONOMIC RESEARCH ASSOCIATES, INC.
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Contact Us

Business Service Center
Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)
Phone: (866) 467-8730
Fax: (888) 443-6112
Email: agency.services@thehartford.com
Website: <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/15/2021

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 TAGGART & ASSOCIATES INC/PHS 34342321 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext):		FAX (888) 443-6112 (A/C, No):														
	E-MAIL ADDRESS:																
INSURED SKUMATZ ECONOMIC RESEARCH ASSOCIATES, INC. PO Box 1486 SILVERTHORNE CO 80498-1486		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER B : Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A : Hartford Casualty Insurance Company	29424	INSURER B : Twin City Fire Insurance Company	29459	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability			34 SBA PA5100	03/12/2021	03/12/2022	EACH OCCURRENCE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$300,000	
							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 <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			34 SBA PA5100	03/12/2021	03/12/2022	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	34 WEC GM5199	03/12/2021	03/12/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE -EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	EMPLOYMENT PRACTICES LIABILITY			34 SBA PA5100	03/12/2021	03/12/2022	Each Claim Limit	\$5,000
							Aggregate Limit	\$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Those usual to the Insured's Operations.

CERTIFICATE HOLDER NH Department of Energy 21 South Fruit Street, Suite 10 Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Susan L. Castaneda</i>
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