



**COMMUNITY
POWER COALITION
OF NEW HAMPSHIRE**
For communities, by communities.

**P.O. 840
Concord, NH 03302**

www.cpch.org
www.CommunityPowerNH.gov

Date

COMPANY Address Block

Dear

COMMUNITY POWER COALITION OF NEW HAMPSHIRE (**CPCNH**) invites (**COMPANY**) to submit a proposal for the preparation of its yearly audited financial statements and related filings for four years beginning with the 2022 fiscal year. The organization does not require a federal single audit currently. The audit of CPCNH's financial statements must be performed in accordance with generally accepted auditing standards.

CPCNH is an all-requirements Joint Powers Agency incorporated as a government instrumentality and non-profit on October 1st, 2021, to provide for the launch and operation of Community Power Aggregation programs on behalf of participating Members. CPCNH is overseen by a Board of Directors and committees composed of the representatives appointed by participating local governments and governed in accordance with our Joint Powers Agreement. Many administrative functions have been performed by volunteers or paid Proposers. A CEO was hired in May of 2022 and four additional employees should be part of the organization by November 2023.

"Joint Powers Agreement, Section 10.2 Financial Reports, and Audits" requires that an independent financial report [by a professional accounting firm] of the books and records of CPCNH shall be conducted each fiscal year, and a copy of such financial report shall be submitted to each Director and the Members. A copy of such financial report may also be provided to others as directed by the Chair. The Board shall determine when it is appropriate for audits to be performed by professional accounting firms.

CPCNH currently serves over 75,000 customer accounts and expects to serve over 347,000 MWh of electricity, with revenues forecast to be \$46 million per year.

Please review the detailed request for the proposal attached. All proposals must include:

1. Evidence of the firm's qualifications to provide the above services.
2. Background and experience in auditing nonprofit clients.
3. The size and organizational structure of the auditor's firm.
4. Statement of the firm's understanding of work to be performed, including tax and non-audit services.
5. A proposed timeline for fieldwork and final reporting.



6. Proposed fee structure for each of the three years of the proposal period, including whatever guarantees can be given regarding increases in future years and the maximum fee that would be charged.
7. Describe the billing rates and procedures for technical questions that may come up during the year, or whether these occasional services are covered in the proposed fee structure.
8. Names and biographies of the partner, audit manager, and field staff who will be assigned to our audit.
9. A copy of the firm's most recent peer review report, the related letter of comments, and the firm's response to the letter of comments.
10. References and contact information from at least 5 comparable nonprofit audit clients, preferably including a community power organization.
11. Proof of registration in the state of NH
12. Company policies on notification of changes in key personnel assigned to the contract; and,
13. Whether the proposed staff received continuing professional education in governmental accounting, public utilities accounting, nonprofit accounting, and/or auditing during the past two years.
14. Signed Copies of Exhibit A, B, and C

CPCNH anticipates a three-year contract term starting January 2024. Decisions will be made by November 30, 2023. A pre-audit conversation with ECO CFO, the accounting service contractor for CPCNH about the application of GASB or FASB will be scheduled as soon as the contract is awarded. Any questions should be directed to Kathleen Kelley, Chair of the CPCNH Audit Committee. We look forward to the response to this RFP by Oct 30 2023.

Sincerely,

Kathleen Kelley
CPCNH Audit Committee Chair
Audit@communitypowernh.gov
ENCL: RFP, CPCNH 990 2021

Auditing Services Request for Proposal

For Communities, By Communities



COMMUNITY POWER COALITION OF NEW HAMPSHIRE

Release Date: September 26, 2023, **revision 1 (10/10/23)**

Submittal Deadline: Oct 30, 2023



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General Information

The Community Power Coalition of New Hampshire (CPCNH) is searching for a qualified Auditing Firm for the preparation of its yearly audited financial statements and related filings for **four fiscal years beginning 1/1/22 and ending 12/31/2025**. The organization does not require a federal single audit currently. The audit of CPCNH's financial statements must be performed in accordance with generally accepted auditing standards.

CPCNH anticipates awarding a Contract Services Agreement (Contract) November 30, 2023. The Contract term begins Jan 2024 and extends for three years ending 12/31/2026. More about CPCNH and our Membership follows.

About Community Power Aggregation (Community Power Aggregation)

New Hampshire's updated Community Power law is a bipartisan policy designed to evolve further and enhance the economic efficiency of the State's electric power industry. The Legislature intended to encourage voluntary, cost-effective, and innovative solutions to local needs.

To achieve this goal, the law authorizes local governments (cities, towns, and counties) to launch Community Power Aggregation (Community Power Aggregation) programs that:

- Serve as an alternative default electricity supplier for residents and businesses, on an opt-out basis for customers on local distribution utility default energy service and an opt-in basis for those already on competitive supply.
- Secure and provide the electricity that existing franchised utilities will deliver via existing distribution facilities to consumers in the Community Power Aggregation's territory.
- Additionally provide voluntary opt-in services and new retail rates and products, and exercise various authorities related to expanding customer choice and animating the retail market in New Hampshire (e.g., various metering, billing, energy efficiency, and local renewable projects).

About Community Power Coalition of New Hampshire (CPCNH)

CPCNH is an all-requirements Joint Powers Agency incorporated as a government instrumentality and non-profit NH corporation operating as a 501(c)4 entity on October 1, 2021, to provide for the launch and operation of Community Power Aggregation programs on behalf of participating Members.

CPCNH is overseen by a Board of Directors and committees composed of the representatives appointed by participating local governments and governed in accordance with our Joint Powers Agreement. Relevant to the scope of Auditing services being sought:

The Treasurer, a board member, has been broadly responsible for supervising CPCNH's finances until the hiring of ECO Community Power Aggregation, in August 2023, who have been contracted to provide accounting services.

- The Finance Committee is responsible for advising the Treasurer and the Board about investments, budgets, and general fiscal policy of CPCNH.
- The Audit Committee is responsible for commissioning an independent financial report of the accounts and records of CPCNH each fiscal year, by a certified public



accountant, which must be provided to our Directors and Members at our Annual Meeting (held every April).

Refer to Exhibit D: About CPCNH for additional summary context and status updates regarding our:

- Governance Structure
- Member Service Territory
- Organizational Capacity
- Regulatory and Legislative Engagement
- Purpose, Mission, Values & Power Enterprise Objectives

The primary office of CPCNH is in Lebanon, NH, and the mailing address is a PO Box in Concord, NH.

Auditing Services

CPCNH seeks a qualified independent registered accounting firm (Proposer) to provide the services described herein. CPCNH anticipates that the Proposer will have the experience and expertise necessary to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles. CPCNH will provide the auditor with full disclosure financial statements to be presented in accordance with current Governmental Accounting Standards Board pronouncements, as well as any subsequent pronouncements over the course of the agreement term. CPCNH will prepare supporting schedules and required documentation for use by the auditors.

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue for CPCNH:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles. This report shall include, at a minimum, Management's Discussion and Analysis, the Basic Financial Statements, and Notes to the Basic Financial Statements.
2. If applicable, a report or letter outlining any deficiencies in internal control.
3. The NH **Charitable Trust** Annual Report, **if required, except not including for FY 2022.**
4. **IRS Form 990, if required, except for not including for FY 2022.**

All working papers and reports must be retained, at the Proposers' expense, for a minimum of seven (7) years, unless the firm is notified in writing by the CPCNH of the need to extend the retention period. The Proposer will be required to make working papers available, upon request, to the following parties or their designees:

In addition, the Proposer shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.



The Proposer may be required to meet independently of CPCNH staff with CPCNH Board members to discuss details of scope, intent, or expectations on behalf of the Board via phone or video conference. However, the Proposer shall be prepared to attend an in-person final presentation of the audited financial statements to the Board at the end of the project. This presentation will likely be held at a Board meeting. Additional meeting attendance may be required. The Proposer will receive sufficient advance notice from CPCNH staff.

How to Respond

Responses may be sent electronically in a single PDF file to: Audit@communitypowernh.gov. Please reference the electronic transmission as: “Auditing Services for CPCNH – [Name of Proposer]” in the subject line.

Paper submissions may be sent to:

CPCNH, Attn: Audit Committee; PO Box 840; Concord, NH 03302

Proposals shall be signed by an official legally authorized to bind the Proposer and shall expressly state that the proposal is valid for [fill in] days following the deadline for the receipt of all proposals.

Incomplete submissions may not be considered. CPCNH reserves the right to accept or reject any informality at its sole discretion.

By submitting a response, the respondent authorizes CPCNH to contact references to evaluate the respondent’s qualifications for this project.

CPCNH aims to contract with the selected Proposer on November 30, 2023.

Selection Process

The selection process will be as follows:

ACTIVITY	DATE
Up to three Proposer one-hour Zoom interviews with two Audit Committee Members and CPCNH CEO	Nov 2023
General Counsel Contract Review and Finalization following Audit Committee public meeting to select Proposer	Following interviews
Audit Committee Recommendation Report sent to Board for review and vote to enter contract negotiations	by Nov. 30 or NEXT Board meeting
Proposer engagement start date	Q1 2024 (TBD)

Questions about Requested Services

Questions or general requests for information may be directed to Audit@communitypowernh.gov and copied to Brian.Callnan@communitypowernh.gov. CPCNH will endeavor to answer all questions in a timely fashion. All questions and answers will be shared weekly with the Proposers.



Should the Proposer find discrepancies in or omissions from this document or should the intent or meaning appear to the Proposer to be obscure or ambiguous, the Proposer may send the Agency a written request for interpretation, clarification, or correction thereof before submitting a proposal to: Audit@communitypowernh.gov

If it becomes necessary to revise or supplement any part of this Auditing Services Request for Proposal, a written addendum will be issued via email to all recipients of this solicitation.

Scope of Services

CPCNH requires the following services:

Audit of the CPCNH annual financial statement for 2022, 2023, 2024, and 2025. The bookkeeping was performed by a board member utilizing QuickBooks Online (QBO) until an accounting firm was hired in September 2023. The accounting firm continues to use QBO. Financial accounting is maintained on an accrual basis of accounting. Budgets are prepared on a modified accrual basis.

1. Preparation of IRS form 990 by May 15th following the last day of the fiscal year audited, **excluding for 2022, unless a revised filing for 2022 is required based on audited financial statements for 2022, and only to the extent CPCNH is not exempted from the requirement to file IRS Form 990.**
2. Preparation of Charitable Organization Annual Report for the NH Attorney General due by May 15th following the last day of the fiscal year audited., **if required, and excluding for FY 2022.**
3. Preparation of a Management Letter suggesting any improvements in internal control or accounting processes.
4. Confirmation that the audit for 2025 will be completed by May 15, 2026.

Proposer's Proposal

The Proposer will submit a proposal with the following descriptions (see structure below):

1. Evidence of the firm's qualifications to provide the above services.
2. Background and experience in auditing nonprofit clients.
3. The size and organizational structure of the auditor's firm.
4. Statement of the firm's understanding of work to be performed, including tax and non-audit services.
5. A proposed timeline for fieldwork and final reporting.
6. Proposed fee structure for each year of the proposal period, including whatever guarantees can be given regarding increases in future years and the maximum fee that would be charged. Please be advised that the revenues for 2022 were substantially less than 2023; CPCNH was still in start-up mode and was not selling electricity until the spring of 2023.
7. Billing rates and procedures for technical questions that may come up during the year, or whether these occasional services are covered in the proposed fee structure.
8. Names of the partner, audit manager, and field staff who will be assigned to CPCNH audit and provide biographies.



9. A copy of the accounting firm's most recent peer review report, the related letter of comments, and the firm's response to the letter of comments; and
10. References and contact information from at least 3 comparable nonprofit audit clients, preferably including a community power organization.
11. Proof of registration in the state of NH.
12. Company policies on notification of changes in key personnel assigned to the contract.
13. Whether the proposed staff received continuing professional education in governmental accounting, public utilities accounting, nonprofit accounting, and or auditing during the past two years.
14. Signed copies of Exhibit A, B, and C.

Proposal Structure

The proposal should be structured as follows:

1. **Title Page with Administrative Information.** Provide administrative information, including at a minimum: the date of proposal, firm name, mailing address, phone number, and email of designated point of contact.
2. **Proposal Summary.** Briefly discuss the highlights, key features, and distinguishing points of the proposal.
3. **Technical Proposal.** This should include:
 - a. An outline of the Scope of Work to be done.
 - b. Complete information regarding the number, qualifications, experience, and training of the proposed consulting personnel for the services included in the proposal, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the terms of the agreement will be assured. Proposers and/or firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of CPCNH. Other audit personnel may be changed at the discretion of the Proposer if replacements have substantially the same or better qualifications or experience.
 - c. Firm's qualifications and related experience:
 - I. The Proposer should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, and the number and nature of the professional staff to be employed in this engagement.
 - II. The firm is required to submit a copy of the report on its most recent external quality control review, with a statement of whether that quality control review included a review of specific government engagements.
 - III. The firm shall provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. The firm shall also provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional



organizations, or litigation whereby a court has ruled against the firm. In addition, the firm is asked to describe the nature, magnitude, and status of any litigation current or pending against the firm in any manner related to the firm's professional activities.

IV. Proposers must disclose any debarment or other disqualification as a vendor for any federal, state, or local entities. The Proposer must describe the nature of the debarment/disqualification, including where and how to find such detailed information.

V. A statement regarding the extent and duration of any direct experience with other Community Power Aggregation organizations.

VI. Description of Qualifications (can be an appendix)

- a) The firm should provide an affirmative statement that it is independent of CPCNH as defined by generally accepted auditing standards.
- b) An affirmative statement should be included that the firm and all assigned key professional staff are properly licensed to practice in NH.
- c) Acknowledgment of understanding of the General Expectations
- d) A description of any subcontractors that may be used in relation to this project and the capacity in which they will be employed.
- e) Years of operation and directly related experience, or most significant engagements like this, performed in the last five (5) years, for government clients.
- f) Three (3) references.

4. **Project Timeline**

5. **Project Budget** for the audit of 2022 and 2023 with a not-to-exceed, staffing cost table, subcontractor pass-throughs (if applicable), and estimated hours.

6. **Insurance Requirements.** All insurance shall be secured from or countersigned by an agent or surety company recognized in good standing and authorized to do business in the State of New Hampshire

All Proposers should be able to show the following minimum insurance requirements will be maintained through the duration of the project:

- \$1,000,000 of Commercial General Liability and a general aggregate limit of \$2,000,000 per project or location
- \$1,000,000 of Automobile Liability for any owned, non-owned, or hired vehicle to be used in connection with the performance of this project
- \$1,000,000 of Worker's Compensation as required by the State of New Hampshire
- \$2,000,000 of Professional Liability/Errors & Omissions

The Proposer shall, within thirty (30) days of notification of award and before commencement of work, show evidence of such insurance as outlined above. This insurance shall remain in force and effect throughout the duration of the contract. A certificate of existing insurance coverage should be submitted within 30 days of notification of the award and before the commencement of work as proof of insurability.

CPCNH Audit Committee Responsibilities



1. Review and discuss with CPCNH Management and the Auditors the CPCNH's annual Audited financial statements, including disclosures made in CPCNH Management's discussion and analysis, and recommend to the Board the Audited financial statements be published for membership and public consumption.
2. Discuss with CPCNH Management and the Auditors significant financial reporting issues and judgments made in connection with the preparation of the CPCNH's financial statements, including any significant changes in the CPCNH's selection or application of accounting principles, any major issues as to the adequacy of the CPCNH's internal controls and any corrective actions taken considering material control deficiencies including privacy and confidentiality.
3. Review and discuss as required reports from the Auditors on
 - a. All critical accounting policies and practices to be used.
 - b. All alternative treatments of financial information within generally accepted accounting principles that have been discussed with CPCNH Management, ramifications of the use of such alternative disclosures and treatments, and the treatment preferred by the Auditors.
 - c. Other material written communications between the Auditors and CPCNH Management, such as any "Management Letter" or schedule of unadjusted differences.
 - d. All other matters required by the applicable Statements of Auditing Standards.
4. Review with CPCNH Management the CPCNH's material financial risk exposures identified and mitigation of those risks, including a review of guidelines and policies governing risk assessment and risk management by the Risk Committee or Finance Committee. The committee will identify the contracts with vendors or service providers that present a significant risk for CPCNH's financial stability. The contractors identified will be requested to provide additional information which could include independent Audit reports of their financial statements.
5. Review with the Auditors (a) any audit concerns, including the performance of the Auditors (such as restrictions on the scope of their activities or their access to information), (b) any significant disagreements with CPCNH Management and (c) CPCNH Management's response to these disagreements.
6. Review disclosures made to the Audit Committee by the CEO and designated staff about any material deficiencies in the design or operation of internal controls and any fraud involving CPCNH Management or other employees or contractors who have a significant role in CPCNH's internal controls.
7. According to Sec. 5, Art. IX of JPA: The Committee "shall cause an independent financial report of the accounts and records of the Corporation to be made by a certified public accountant or public accountants each fiscal year, which shall be provided to Directors and Members at the Annual Meeting or the next Membership Meeting following completion of the independent financial report."

Review and Selection Process

CPCNH's AUDIT Committee oversees the selection and recommendation process. The purpose of the evaluation is to assess the qualifications, competence, capabilities, and reasonableness of the Prospective Proposer seeking to provide Auditing services. Evaluation is based on but not limited to the Prospective Proposer's



- Ability, capacity, and experience of the prospective Proposer and assigned work team.
- Reasonableness of the proposed approach, timeline, fee structure, and other proposed engagement terms.

The Audit Committee will vote to recommend a Proposer to the Board of Directors for review and approval before negotiating and awarding the service agreement.

Before commencing work, the awarded Proposer will need to be registered with the New Hampshire Secretary of State and authorized to do business in the State of New Hampshire.

Sept 26, 2023	RFP Released
Oct 8, 2023	Deadline for questions, clarifications
Oct 12, 2023	Response to Questions posted
Oct 30, 2023, @5:00 PM PT	Deadline for proposals
Nov 20, 2023	Last day of possible interviews, if requested
Nov 30, 2023	Anticipated date CPCNH will notify awardees of decision
January 2024 (TBD)	Audit Committee kick-off meeting (work begins)

CPCNH reserves the right, as the interest of CPCNH may require, to reject any proposal or to waive any irregularity in the proposals received. CPCNH also reserves the right to reject all submittals and to re-issue or extend the deadline, if necessary.

PROPOSAL CONSIDERATIONS

Representations and Warranties

CPCNH assumes no liability for any errors or omissions in this document or any statement made, or documentation issued or referenced by CPCNH, in connection with this solicitation process.

Proposals shall be signed by an official legally authorized to bind the Proposer and shall expressly state that the proposal is valid for [fill in] days following the deadline for the receipt of all proposals.

Rights of CPCNH

CPCNH's rights include and are not limited to the following at its sole discretion and without liability to responding Prospective Proposers

- Revise, suspend, or terminate the search for a Proposer.
- Execute an Agreement based on the Proposer's services proposal.
- Discontinue negotiations after commencing negotiations with any selected Proposer if progress is unsatisfactory in the sole judgment of CPCNH and commence negotiations with another qualified Proposer.

Code of Conduct

Prohibition on Ex Parte Communications & Lobbying

Prospective Proposers should direct all communications through Audit Committee Chair, Kathleen Kelley and/or Board Chair Clifton Below with email communications sent to both Chair@CPCNH.ORG and Audit@communitypowernh.gov. No ex parte communication is



permitted with other CPCNH Board or committee members, contractors, or volunteers. Further, no ex parte communication is permitted with elected officials of CPCNH Member governments regarding any responses or other matters related to this search.

Any attempt at engaging in ex-parte communications must be reported to CPCNH immediately. Unauthorized communications may result in the disqualification of the respondent's submittal.

Ethical Requirements

No Prospective Proposer nor member of the Proposer's work team or representative may give any non de minimis gift or monetary compensation to a CPCNH Board member, CPCNH contractor, agent, or Finance Committee Member during the proposal selection, the service contract award process, nor the term of the services contract.

Further, no Prospective Proposer nor awarded Proposer shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined in RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or contractor involved with the Contract Services Agreement.

Any Prospective Proposer that violates RSA 21-G: 38 shall be subject to prosecution for an offense under RSA 640:2. Any Prospective Proposer who has been convicted of an offense based on conduct in violation of this section shall be disqualified from future service consideration, unless such Respondent was disqualified because of a pending criminal charge which was subsequently dismissed, resulted in an acquittal, or was annulled.

Non-Discrimination

Proposers may not engage in any discriminatory hiring or employment practices and shall make personnel policies available to CPCNH upon request. Proposers shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under any contract that may result from this submittal. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age, disability, medical condition (including but not limited to AIDS, HIV positive diagnosis or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any contract that may result from this submittal.

A consequence of Submission of Response

Submission of a services proposal constitutes an incontrovertible representation and warranty by the Prospective Proposer that it has read and understands the applicable facts and requirements of this service search.

Prospective Proposers' responses shall remain valid for not less than 60 days from the date of submission.

The submission of a response shall not be deemed an agreement between the Prospective Proposer and CPCNH, and the following conditions apply:

- CPCNH shall not be obligated to respond to any response submitted, nor is bound in any manner by the submission of a response by a Prospective Proposer.
- Selection of consideration by CPCNH obligates the Prospective Proposer to enter into good faith agreement negotiations on the response submitted.



- The Agreement shall not be binding or valid against CPCNH unless and until it is executed by the CPCNH Board, its designee, and the selected Proposer.

This document shall be combined with the Prospective Proposer's materials for the record and become the property of CPCNH.

Response Costs

CPCNH will not reimburse any Prospective Proposer for costs associated with the preparation and submission of responses or follow-up presentation(s) and negotiation of a Contract with CPCNH regardless of whether CPCNH discontinues negotiations at any time or if negotiations result in a final Agreement.

Public Nature of Response Material

All Prospective Proposer responses and communications with CPCNH will become the exclusive property of CPCNH to determine the proper use and disclosure of the content.

Responses and communications with CPCNH may be subject to disclosure in accordance with [NH RSA 91-A](#), known as NH's "Right-to-Know" (RTK) law. **Proprietary information that constitutes "confidential, commercial, or financial information... whose disclosure would constitute an invasion of privacy" of the Respondent, pursuant to RSA 91-A:5, IV, may be protected from disclosure but should be minimized and must be identified.**

CPCNH asserts its interest in securing the best and most competitive responses from

Prospective Proposers, hence, the public interest will be best served if submitted responses are not made available to Prospective Proposers participating in the competitive selection process or otherwise made publicly available during the selection process. **Reinforcing this point, Prospective Proposers submitting responses are waiving their right to request access to other responses as a condition of submitting a response.**

At this time CPCNH further asserts that its interest in possible future competitive procurements, as well as this one, will be best served by not disclosing responses that are not selected for contractual engagement. However, the winning Proposer's proposal is likely to be made publicly available in accordance with NH RSA 91-A and CPCNH may receive requests to disclose responses that were not selected for contract negotiation.

In response to any such Right-to-Know request, CPCNH will need to undertake a balancing test to consider if the public's interest in disclosure outweighs CPCNH's interest in non-disclosure and/or the Proposer's privacy interest in "confidential, commercial, or financial information" provided by them.

To aid CPCNH in responding to any such request, the Prospective Proposer should explain the nature of its privacy interest and the potential harm that would result from the public release of such information, as well as the factual basis for claiming the exemption and mark the pages or portions of the response that the Respondent asserts should not be disclosed due to its privacy interests. **A redacted and non-redacted version of the response may be submitted.** Contact the Finance Committee for assistance.

In all cases, the main non-confidential sections of the response should contain adequate detail to characterize the Prospective Proposer's approach and qualifications without the need to reference information the Prospective Proposer believes to qualify for confidential treatment.

The Prospective Proposer is solely responsible for identifying and labeling any information contained within a response that may be subject to an exemption from public disclosure,



although CPCNH does not intend to publicly release responses that are not selected for contract negotiation. For the selected response **only those portions of a response that are determined by CPCNH or a NH court to be exempt from disclosure under state law will be withheld from disclosure, regardless of whether labeled by the Proposer as exempt.**

Before the date on which the recommended response(s) are included in the packet for the CPCNH Board of Directors to select its preferred Proposer, CPCNH will limit the release of selected response contents as described above. The names of qualified Prospective Proposers (those responses accepted as meeting requirements), and the ranking of those responses, may also be released at the time of selection.

If at any time CPCNH receives a RFP request for one or more service proposals CPCNH will notify the affected Prospective Proposer(s) and will not oppose a motion by the Prospective Proposer to intervene in any legal action initiated by the requester. The Prospective Proposer must either intervene or agree to pay CPCNH and its agent(s) legal expenses in defending such action, including fees, if any, awarded to the plaintiff. Absent such an agreement, CPCNH will have no obligation to defend the action and may release the information sought without any liability whatsoever.

BY SUBMITTING A RESPONSE, THE PROSPECTIVE PROPOSER AGREES TO HOLD HARMLESS

AND NOT SEEK DAMAGES AGAINST CPCNH, ITS OFFICERS, EMPLOYEES, AND AGENTS, OR

ANY MEMBER GOVERNMENT OR RECOVERY OF ITS ATTORNEYS' FEES AS A RESULT OF ANY DISPUTE RELATED TO THE RELEASE OR WITHHOLDING OF INFORMATION SUBMITTED IN CONNECTION WITH AUDITING SERVICES PROPOSALS.



EXHIBIT A: Conflict of Interest Statement

The undersigned Proposer asserts and certifies that, to the best of the undersigned's knowledge, this statement discloses all contractual or business relationships that currently exist between (1) the undersigned Prospective Proposer, or a predecessor organization of the Prospective Proposer, and (2) one or more of the parties of CPCNH, its officers, Directors, committee members; employees, agents, volunteers and Community Power Aggregation members of CPCNH, including a community's elected officials, employees, or volunteers.

The undersigned Prospective Proposer acknowledges that (1) failure to disclose any relationships as described above may result in disqualification of the response and that (2) CPCNH will make the final determination regarding the existence of a conflict of interest.

I certify that the above statements are true and complete, to the best of my knowledge, and that this response is (1) made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same service and (2) is in all respects fair and without collusion. I agree to abide by all conditions of these response specifications, and I certify that I am authorized to sign this response.

(Please type or print below)

Executed under penalty of perjury on this ___ day of _____, 2023.

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____



EXHIBIT B: Litigation Statement

Check One:

The undersigned firm has had no litigation and/or judgments entered against it by any local, state, or federal entity and has had no litigation and/or judgments entered against such entities during the past five (5) years.

or

The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state, or federal entity, by any state or federal court, during the past five (5) years.

Executed under penalty of perjury on this ___ day of _____, 2023.

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____



EXHIBIT C: Indemnification

The contracting Proposer shall to the fullest extent allowed by law, with respect to all services performed in connection with the Agreement with CPCNH, indemnify, defend, and hold harmless CPCNH, its officers, Directors, committee members; employees, agents, volunteers and Community Power Aggregation members of CPCNH, including a community's elected officials, employees, or volunteers, from and against any and all claims that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Proposer. Proposer will bear all losses, costs, damages, expense, and liability of every kind, nature, and description that arise out of, pertaining to, or relating to such Claims, whether directly or indirectly ("Liabilities"). Such obligations, to defend, hold harmless, and indemnity CPCNH shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of CPCNH.

Proposer shall acknowledge acceptance of the indemnity language in this section.

Executed on this ___ day of _____, 2023.

COMPANY:

ACCEPTS THE INDEMNITY LANGUAGE IN THIS SECTION.

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____



EXHIBIT D: About CPCNH

The Community Power Coalition of New Hampshire (CPCNH) is an all-requirements Joint Powers Agency incorporated as a governmental instrumentality and NH non-profit corporation on October 1st, 2021, to provide for the launch and operation of Community Power Aggregation (Community Power Aggregation) programs on behalf of CPCNH members throughout the state. CPCNH intends to launch power supply services in Spring 2023.

CPCNH's participating local governments Members have agreed to share the administrative and general costs of CPCNH on a pro-rata basis, and to elect to share costs, on an individual basis, for operational services, pooled power purchases, and energy project development contracts. CPCNH also engages at the Legislature and Public Utilities Commission on behalf of its members on matters related to energy and Community Power.

CPCNH intends to benefit participating communities by providing for the delivery of cleaner and more locally produced electricity, innovative retail distributed energy and demand flexibility programs, policy engagement and public advocacy, competitive rates for residents, businesses, and municipal facility customers, and economic investment through the development of local programs, projects, and energy infrastructure.

Most, if not all, members anticipate relying on CPCNH as an energy services provider, for the provision of all-requirements electricity and retail customer services on behalf of their Community Power Aggregation programs, which will operate across all four distribution company service territories in the state: Eversource, Unitil, Liberty Utilities, and the New Hampshire Electric Co-Op.

CPCNH is locally controlled, governed by Board of appointed community representatives, and will be funded through customer revenues, with no taxpayer subsidies. By law, each member's Community Power Aggregation program is funded through program revenues; CPCNH's budget is separate from the general funds of participating local governments.

CPCNH's Board and committees have held ~100 meetings since incorporation last October. Board and committee meetings are open to the public and subject to New Hampshire's Right to Know Law.

Governance Structure

CPCNH is governed in accordance with the CPCNH Joint Powers Agreement and overseen by a Board of Directors elected by the representatives appointed by participating local governments. The Board will be elected by vote at the Annual Meeting of the Members, which is held every April and will be composed of between eleven and twenty-one Directors elected from among the member representatives.

CPCNH Board of Directors

City of Lebanon	Clifton Below	Chair
Town of Enfield	Kim Quirk	Treasurer
Town of Portsmouth	Kevin Charette	Vice Chair
Town of Plainfield	Evan Oxenham	Secretary
Town of Randolph	Kathleen Kelley	Audit Chair
Town of Warner	Clyde Carson	Finance Chair



Town of Harrisville	Andrea Hodson	Governance Chair
Town of Rye	Lisa Sweet	Member Engagement Chair
Town of Pembroke	Matt Miller	Risk Management Chair
City of Nashua	Doria Brown	
Cheshire County	Terry Clark	
City of Dover	Jackson Kaspari	
Town of Durham	Steve Holmgren	
Town of Exeter	Nick Devonshire	
Town of Hanover	April Salas	
Town of New London	Jamie Hess	
Town of Newmarket	Joe Lamattina	
Town of Peterborough	Bruce Tucker	
Town of Walpole	Paul Looney	
Town of Webster	David Hemenway	

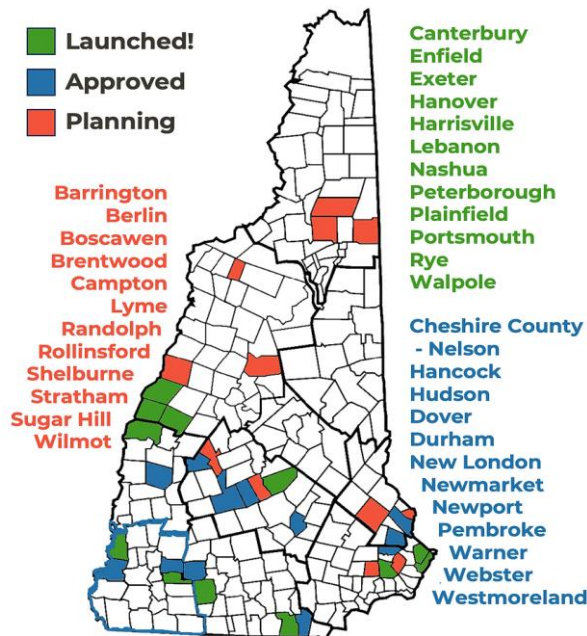
CPCNH also conducts its business through the committees, each of which is composed of Member representatives drawn from across the state:

- **Executive Committee:** bi-weekly and as-needed meetings of CPCNH's Chair, immediate past-chair, Vice Chair, Treasurer, and Secretary. Authorized to act on behalf of the Board, on most matters, in instances where decisions may not wait until the next meeting of the Board.
- **Audit Committee:** as-needed meetings of six members. Responsible for overseeing the quality and integrity of the Corporation's accounting, auditing, and reporting practices, shall cause an independent financial report of the accounts and records of the Corporation to be made by a certified public accountant each fiscal year, which shall be provided to Directors and to Members.
- **Finance Committee:** monthly and as-needed meetings of nine members. Responsible for advising the Treasurer and the Board as to the investments, budget, and general fiscal policy of the Coalition.
- **Governance Committee:** monthly and as-needed meetings of six members. Responsible for assisting the Members in the recruitment of Board Directors; determining the eligibility of nominees for consideration of Directorship; monitoring the effective functioning of the Board and committees; conducting regular Board orientations and evaluations; periodically reviewing and recommending amendments to this Agreement; and advising the Board and Members, through the Annual Meeting, on governance issues.
- **Member Operations & Engagement Committee:** bi-weekly and as-needed meetings of nine members. Responsible for supporting and facilitating Member engagement, education, and collaboration across the Membership, present and future, and providing a forum for the Members to interact with one another and with the organization.
- **Regulatory and Legislative Affairs Committee:** as-needed meetings of nine members, Responsible for monitoring and advising CPCNH and its Members regarding regulatory and legislative engagement, and for appointing representatives of the Corporation to serve on statutory commissions, study commissions, and other boards and commissions created by the state legislature.
- **Risk Management Committee:** bi-weekly and as-needed meetings of nine members. Responsible for (1) understanding and advising upon enterprise risk factors and mitigating strategies and (2) overseeing CPCNH competitive solicitation for services and credit support required to launch and operate Community Power programs for the CPCNH members.



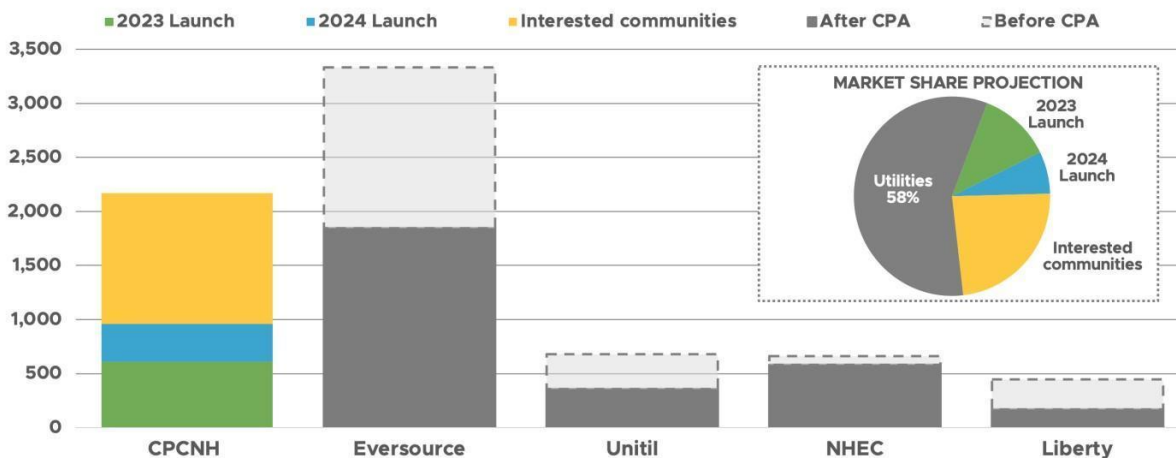
Member Service Territory. CPCNH's thirty-seven current municipal members, which represent approximately 20% of New Hampshire's population, have launched or intend to launch Community Power Aggregation programs in the next one to two years.

The first wave of Community Power Aggregation programs launched in May of 2023 with service expansion to all current member territories in Wave 1a in June 2023. At this point, CPCNH will serve ~over 75,000 customer accounts, provide ~900,000 MWh of electricity, and produce revenues of up to ~\$365 million per year (assuming retail pricing based on default utility rates in the current year).



Over 30 additional local governments have expressed interest in joining CPCNH, which would increase representation to ~50% of New Hampshire's population. CPCNH subsequently expects relatively robust member recruitment and the launch of dozens of new Community Power Aggregation programs in the next two to three years.

Consequently, as shown in the graph, CPCNH is positioned to become the largest default supplier of electricity in New Hampshire:





Organizational Capacity

The Board, committees, and executive staff team bring a great breadth and depth of experience to the organization with professional backgrounds that enable CPCNH operations.

CPCNH employs one full-time employee, the Chief Executive Officer, who will fill four new positions this year. Employees will be eligible to participate in a defined contribution retirement plan and health insurance, and possibly other benefits. At this juncture post-employment benefits are not envisioned.

CPCNH outsources other critical functions including legal counsel, administrative support, and risk analysis. In many cases, contracts are competitively sourced:

- Ascend Analytics for Load Serving Entity (LSE), energy portfolio risk management and procurement services, credit support (three lines of credit providing \$6 million for LSE and wholesale requirements, \$2.5 million for Ascend's invoices, and \$1 million for non-Ascend third-party invoices), and overall implementation management and oversight (CPCNH's critical path analysis is online here; refer to pp. 37-54).
- Calpine Energy Solutions for \$750,000 in startup funding and retail customer services: utility electronic data interchange (EDI), retail data management, and call center operations.
- Duncan Weinberg Genzer & Pembroke, P.C. and Primmer Piper Eggleston & Cramer for start-up organization, policymaking, and contract development.
- River City Bank for secure revenue "lockbox" account administration and various commercial banking services.
- Community Choice Partners for technical advice and support.
- b-fresh for media relationship services.
- Clean Energy New Hampshire for member and community relations, media strategy and engagement, and related administrative services.
- Luminia for guidance about the development of solar energy production projects.
- Resilient Buildings Group for work with key accounts and the development of member recruitment resources.
- True Search for staffing searches.
- Twin Raven Consulting for administrative support.
- 20 West Park for leasing office space.

Regulatory and Legislative Engagement

CPCNH carries out public information campaigns and routinely engages at the Legislature and Public Utilities Commission, often alongside the NH Office of Consumer Advocate, to advance consumer interests and protect and expand the authorities of CPCNH Members. Board Chair Clifton Below, Assistant Mayor of the City of Lebanon, often leads the agency's regulatory and legislative engagement activities. Recent initiatives include:

- Authoring the Community Power Aggregation Act, Senate Bill 286 (2019).
- Leading the informal rule drafting process for Community Power Aggregation administrative rules at the Public Utilities Commission by providing initial and subsequent draft rules for discussion, arranging bilateral meetings with utilities and other stakeholders, and helping to lead stakeholder workshops at the request of Commission staff.
- Negotiating amendments to House Bill 315 (2021), which would have substantially changed and weakened Community Power Aggregation authorities as introduced, to



clarify and expand key Community Power Aggregation authorities — including by authorizing a Purchase of Receivables program. (Refer to CPCNH.)

- Authoring CPCNH to commence the Community Power Aggregation administrative rulemaking process, which was endorsed by a coalition of public stakeholders — including the NH Office of the Consumer Advocate — and adopted by the Commission as their initial and final proposed rules (docket DRM 21-135).
- Intervening to advocate for the creation of a Statewide Data Platform to enable Green Button access to electricity and natural gas retail customer data, and to negotiate a settlement — recently adopted by the Commission — under which the platform would be governed by a Governance Council of Representatives that includes Chair Below on behalf of Community Power Aggregations and municipalities across the state (docket DE 19-197).
- Advancing legislation, through multiple legislative sessions, would properly credit Community Power Aggregations sourcing power from DER under 5 MW for avoiding not only energy charges but also transmission and capacity charges (SB 321, 2022).
- Engaging on CPCNH’s behalf in Docket IR 22-053 regarding the evaluation of default utility procurement requirements and the potential impact due to Community Power Aggregations, among other matters.

Purpose, Mission, Values & Power Enterprise Objectives

CPCNH is guided by the requirements and processes provided for under our Joint Powers Agreement, the decisions of our Members and Board of Directors, and the considerations that operating a competitive power enterprise entails.

Purpose of CPCNH. The overarching objective of CPCNH is provided for in our Joint Powers Agreement:

The purpose of CPCNH is to promote the common good and general welfare by supporting the economic vitality and prosperity of local communities by enabling municipalities and counties to support and jointly exercise authorities granted to them pursuant to NH RSA 33-B, NH RSA 53-E, NH RSA 53-F, and NH RSA 374-D, all in accordance with NH RSA 53-A; to assist member municipalities and counties in complying with the provisions of NH RSA 53-E in developing and implementing

Electric Aggregation Plans and Programs known as Community Power

Aggregations (“Community Power Aggregations”); to provide supportive services and technical assistance to community power aggregations serving member towns, cities, counties, unincorporated places, and village districts; and to support and promote public education and civic engagement by the residents and businesses of member communities in developing and implementing energy and climate policies and actions and the role of Community Power Aggregations in advancing such policies and actions for the common good.

Mission and Values. CPCNH’s Board of Directors has subsequently adopted the mission and values below:

Our mission is to foster resilient New Hampshire communities by empowering them to realize their energy goals. CPCNH will create value for our Community Power member municipalities by jointly contracting for services, developing projects and programs together, educating and engaging the public, and advocating for communities and customers at the Legislature and Public Utilities Commission. In carrying out its activities, CPCNH is guided by the following values:



1. *Embody an inspiring vision for New Hampshire's energy future.*
2. *Support communities to reduce energy costs and pursue economic vitality by harnessing the power of competitive markets and innovation.*
3. *Support communities to implement successful energy and climate policies and to promote the transition to a carbon-neutral energy system.*
4. *Balance the interests of member communities that are diverse in demographics, geography, and energy goals.*
5. *Use our shared expertise, leadership, and skills to educate, empower, and build the capacities of our members.*
6. *Help communities demystify the power sector to make informed decisions.*
7. *Facilitate collaboration and teamwork by championing diversity, equity, and inclusion of people and communities of all kinds.*

Power Enterprise Objectives. CPCNH's immediate objectives in implementing Community Power Aggregation supply service in April to May 2023 were summarized in our prior solicitation for services and credit support:

While many of the broader benefits that CPCNH intends to create will be developed over time, the agency's immediate objectives are to:

1. *Procure a reliable supply of all-requirements electricity, inclusive of Renewable Portfolio Standard requirements, and satisfy all load-serving entity obligations on behalf of participating customers.*
2. *Launch with default supply rates that "meet or beat" utility default service rates and maintain competitive default supply rates thereafter.*
3. *Accrue reserve funds sufficient to ensure Members' long-term financial stability.*
4. *Offer voluntary products that retail customers may opt-up to receive as well as Net Energy Metering supply rates that allow customer-generators to participate in the program.*
5. *Ensure individual customers have an excellent customer service experience every time they interact with CPCNH regarding their electric service and all account transactions.*
6. *Guarantee that individual customer data is secure and protected against third-party attacks, data breaches, and inappropriate use.*

CPCNH understands the need to balance customer rate levels, renewable power content, and the accrual of program reserves to meet our objectives and is incorporating these considerations and trade-offs regarding the prudent allocation of revenues into Energy Risk Management, Rates, and Reserves policies.



FOR COMMUNITIES, BY COMMUNITIES.



**COMMUNITY
POWER COALITION**
OF NEW HAMPSHIRE

<https://www.cpcnh.org>

Audit@communitypowernh.gov