





# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at [www.mass.gov/osc](http://www.mass.gov/osc) under Guidance For Vendors - Forms or [www.mass.gov/osd](http://www.mass.gov/osd) under OSD Forms.

<b>CONTRACTOR LEGAL NAME:</b> Power Services, Inc. (and d/b/a):	<b>COMMONWEALTH DEPARTMENT NAME:</b> Office of the Attorney General <b>MMARS Department Code:</b> AGO
<b>Legal Address: (W-9, W-4,T&amp;C):</b> 1616 E. Millbrook Road, Suite 210, Raleigh, NC 27609	<b>Business Mailing Address:</b> ONE ASHBURTON PLACE, 18TH FL BOSTON, MA 02108-1698
<b>Contract Manager:</b> Gregory Booth <b>E-Mail:</b> <a href="mailto:gbooth@powerservices.com">gbooth@powerservices.com</a>	<b>Billing Address (if different):</b> <b>Contract Manager:</b> Alex Flannery
<b>Phone:</b> 919-256-5901 <b>Fax:</b> 919-256-5939	<b>E-Mail:</b> <a href="mailto:Alex.Flannery@MassMail.State.MA.US">Alex.Flannery@MassMail.State.MA.US</a>
<b>Contractor Vendor Code:</b>	<b>Phone:</b> 617-963-2017 <b>Fax:</b> 617-727-2440
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD ____ (Note: The Address Id Must be set up for EFT payments.)	<b>MMARS Doc ID(s):</b> <b>RFR/Procurement or Other ID Number:</b>
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input checked="" type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	<input type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20__. Enter Amendment Amount: \$ _____. (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)
The following <u>COMMONWEALTH TERMS AND CONDITIONS</u> (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$0.00 to AGO. See Below.	
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: __agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> Provide expert testimony, advice, and assistance to the Office of the Attorney General in regards to the Grid Modernization Plans of Massachusetts Electric Company and Nantucket Electric Company d/b/a National Grid, D.P.U.15-120. Maximum obligation is \$75,000.00 pursuant to the Green Communities Act, St, 2008, c. 169. See attached Scope of Services (Attachment A) and Special Terms for Payment (Attachment B).	
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of ____, 20__, a date LATER than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of ____, 20__, a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2017</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X:  Date: <u>5/16/16</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Gregory L. Booth</u> Print Title: <u>President</u>	<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X:  Date: <u>5-13-16</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>William Brennan</u> Print Title: <u>BUDGET DIRECTOR</u>

**ATTACHMENT A**

**SCOPE OF SERVICES, RATE AND ADDITIONAL TERMS**

(Consultant, Expert, or Legal Service-Related Contracts)

Original  Amendment

Requestor Name ("the Requestor"): Doanld W. Boecke

The entire Agreement consists of the Commonwealth Terms & Conditions, the Standard Contract, this Attachment A, [and Contract Attachment B; Form W-9; Contractor Authorized Signatory Listing ] in that order of precedence.

Contractor Name ("the Contractor"): Power Services, Inc

Case/Project: Grid Modernization Proceedings

Case/Docket Number: DPU 15-120 (National Grid)

Description of Contractor's Responsibilities/Deliverables/Services to be rendered. [Attach additional pages if necessary]:

See Attached Scope of Services (Cont.)

Hourly rate(s) (or flat rate, if agreed upon) of contractor's service providers who will be billing under the contract:

Service Provider	Title	Hourly Rate
<u>Gregory Booth</u>	<u>President - Lead Consultant</u>	<u>\$ \$230</u>
<u>_____</u>	<u>_____</u>	<u>\$ _____</u>
<u>_____</u>	<u>_____</u>	<u>\$ _____</u>

**Capped Contract Obligation:**

**A. Hourly Rate Services:**

Fiscal Year(s): 2016/2017 Amount: \$ 75,000.00

**B. Allowable Reimbursable Expenses:**

Fiscal Year(s): 2016/2017 Amount: \$ 0.00

Itemized description of expenses that will be allowed under this contract [also indicate if pre-approval is necessary]:

No expected expenses

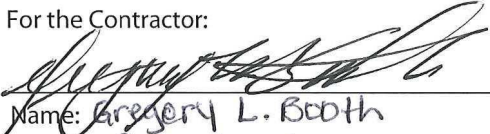
Capped Contract Obligation (A+B): Amount: \$ 75,000.00

Additional Contract Terms [check all that apply]:


- No Specific Result. The contractor understands and agrees that nothing in this Agreement is contingent upon reporting a specific result, conclusion, or professional opinion, and that s/he is being retained to exercise her/his independent professional judgment in carrying out her/his obligations under this Agreement.
- Security of Information. The Contractor agrees to abide by the Fair Information Practices Act, M.G.L. c. 66A; the Data Protection Act, M.G.L. c. 93H; and such other state and federal statutes and associated regulations relating to the security of information as may apply.
- Confidentiality. All information obtained by the Contractor is considered confidential and subject to the attorney-client privilege, attorney work-product rule, and such other privileges as may apply.
- Non-Disclosure. In order to facilitate the services, information will be shared with the Contractor. Such information may be verbal, documentary, visual, or electronic. Regardless of format or mode of presentation, all such shared information is subject to this Non-Disclosure provision. The Contractor agrees that neither it nor any of its employees, contractors or agents will reveal divulge, or publicize any meetings or conversations with any employee of the AGO pertaining to the litigation or subject of this Agreement, or any documents, visual, or electronic materials provided by the AGO or any information contained therein to any person or entity in any manner whatsoever, whether or not this information has been specifically identified as confidential, without the express written permission of the AGO.
- Work Product. The AGO will be entitled to all product created by the Contractor during the term of service.
- Records Retention. The Contractor is obligated to retain all documents, records, or information received, relied upon, or created or produced in connection with the work that is the subject of this Agreement. Upon the completion of the work and at the discretion of the AGO, the Contractor is obligated to return all such records to the AGO or to destroy such records in a manner that protects the security of the information.
- Monthly, Itemized Billing Process. **Invoices must be sent to the** Director of the AGO Budget Division, Office of the Attorney General, One Ashburton Place, Boston, MA 02108, and a cc sent to the requestor. The Contractor shall bill for services monthly and shall provide itemized invoices
- Amendment. The parties may amend this Attachment A by mutual agreement, expressed in writing.
- The Contractor understands that the Commonwealth Terms & Conditions apply, and that in the event of any actual conflict between the Commonwealth Terms and Conditions and this Attachment A, the Commonwealth Terms and Conditions control.
- The parties represent that they have signatory authority by their respective entity to enter into this Agreement.
- Other Provisions.

Signed:

For the Contractor:

  
Name: Gregory L. Booth  
Title: President  
Email: gbooth@powerservices.com  
Phone Number: 919-256-5901  
Date: 5/6/2016

For the AGO:

  
Name: William Green  
Title: BUDGET DIRECTOR  
Email: bill.green@state.ma.us  
Phone Number: 617-963-2010  
Date: 5-13-16

### SCOPE OF SERVICES

1. Review the Company's Grid Modernization Plan filing.
2. Review Department orders on grid modernization, time varying rates and other relevant Department orders and precedent.
3. Prepare initial formal discovery and supplemental discovery on the Company's filing and testimony, and other parties' testimony (as necessary).
4. Analyze various issues and develop case strategy.
5. Present recommendations for specific testimony topics.
6. Attend/participate in Technical Conferences, as needed.
7. Draft pre-filed written testimony (and exhibits) for review by Attorney General.
8. Finalize pre-filed testimony.
9. Respond to Information Requests served on Attorney General pertaining to the Consultant's written testimony.
10. Review and summarize the data requests and responses, comments and other parties' testimony and Company rebuttal testimony
11. Prepare surrebuttal testimony (if necessary) responding to issues raised by the Company in rebuttal testimony, as well as other intervenor rebuttal testimony.
12. Assist the Attorney General's Office in the cross-examination of Company and other intervenor witnesses.
13. Present direct oral testimony at evidentiary hearings and cross-examination by the Company and intervenors.
14. Assist the Attorney General's Office in developing Initial and Reply Briefs.
15. Review the Company's compliance filings (as necessary) after issuance of a Department final order.
16. Other support and analytical tasks that may be requested.

**SPECIAL TERMS FOR CONTRACTS ISSUED  
PURSUANT TO THE GREEN COMMUNITIES ACT**

**CONTRACT ATTACHMENT B**

STATUTORY AUTHORITY

This contract for services is being issued in accordance with G.L. c. 12, § 11E as modified by §4 of Chapter 169 of the Acts of 2008.

By executing this contract the contractor acknowledges that the Attorney General's Office undertakes no financial responsibility for services rendered under this contract and that no funds have been obligated or encumbered by the Attorney General's Office for any service being procured hereunder. The contractor further acknowledges that payment under this contract will be made by the utility company pursuant to the statute set out above. The Attorney General's obligation to manage the contract and invoices submitted pursuant to it are contained in the Invoice and Payment Provisions section below.

INVOICE AND PAYMENT PROVISIONS

From time to time as work progresses under this contract, but not more frequently than monthly, the contractor shall submit invoices to the Office of Ratepayer Advocacy to the attention of the Assistant Attorney General (AAG) assigned to the docket for approval. Invoices shall be in a form as determined by the AAG but shall clearly identify the number of hours spent on the project, the hourly rate (if a labor hour contract), the amount and type of expenses and the percentage of project completion as of the date of costs being invoiced. The contractor shall also provide an estimate to complete the project.

Invoices shall be reviewed by the AAG to ensure that costs incurred are commensurate with progress under the contract. The AAG shall enter into discussions with the contractor in the event, in his or her opinion, adequate progress is not being made. Disputes under this paragraph shall be brought to the attention of the Chief, Office of Ratepayer Advocacy for resolution.

Upon approval of the invoice, the AAG shall forward a copy of the invoice noting approval to the utility company for payment and, in accordance with the statute, shall direct the utility company to make payment by a date certain. A copy of the letter directing payment shall be provided to the contractor. The contractor shall immediately notify the AAG in the event payment is not received by the date directed.