



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



**Thomas S. Burack, Commissioner**

May 2, 2013

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

Sole Source

**REQUESTED ACTION**

Authorize the Department of Environmental Services (DES) to enter into a **SOLE SOURCE** contract with Vermont Energy Investment Corporation (VEIC), (Vendor Code #160473) Burlington, VT in the amount of \$20,000.00 for technical assistance in conducting an economic analysis of a statewide plan to increase cost effective energy efficiency, effective upon Governor and Council approval through June 30, 2013. 100% Other Funds.

Funding is available in the account as follows:

	<u>FY 2013</u>
03-44-44-443010-5925-102-500731	\$20,000.00
Dept Environmental Services, OEP Clean Cities, Contracts for Program Services	

**EXPLANATION**

The Office of Energy and Planning (OEP) entered into a contract with VEIC (approved February 6, 2013, Item 4) for technical assistance in the development of a statewide plan to increase use of cost effective energy efficiency. OEP subsequently entered into a Memorandum of Agreement with DES to work with VEIC in support of development of the energy efficiency plan (approved February 20, 2013, Item 3). The original VEIC project proposal included a certain level of economic analysis. Since the start of the project additional analysis has been identified that is necessary to fully evaluate and determine the economic impacts of an energy efficiency policy in New Hampshire. The purpose of the contract submitted for approval today between DES and VEIC is to increase the scope of the analysis already being conducted by VEIC and their team. Because this additional work ties directly to the work already being done under the OEP-VEIC contract this is put forth as a **sole source** contract.

This agreement has been approved as to form, substance, and execution by the Office of the Attorney General. In the event that the Federal funds become no longer available General funds will not be requested to support this program.

We respectfully request your approval.

Thomas S. Burack  
Commissioner

Subject: VEIC Technical Assistance

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, PO Box 95, Concord, NH 03302-0095	
1.3 Contractor Name Vermont Energy Investment Corporation		1.4 Contractor Address 128 Lakeside Avenue, Burlington, VT 05401-4894	
1.5 Contractor Phone No. 802-658-6060	1.6 Account Number 03-44-44-443010-5925- 102-500731	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$20,000.00
1.9 Contracting Officer for State Agency Rebecca Ohler, Energy Programs Manager		1.10 State Agency Telephone Number 603-271-6749	
1.11 Contractor Signature <i>Linda Gibson</i>		1.12 Name and Title of Contractor Signatory <i>Linda Gibson, Director of Administration</i>	
1.13 Acknowledgment: State of <u>Vermont</u> County of <u>Chittenden</u> On <u>May 1, 2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [SEAL] <i>Frances B. Huessy</i>			
1.13.2 Name and Title of Notary Public or Justice of the Peace <i>Frances B. Huessy My commission expires 2/10/2015</i>			
1.14 State Agency Signature <i>Thomas S. Burack</i>		1.15 Name and Title of State Agency Signatory Thomas S. Burack, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution)  By: <i>[Signature]</i> On: <i>5-1-13</i>			
1.18 Approval by the Governor and Executive Council  By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.  
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**  
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):  
8.1.1 failure to perform the Services satisfactorily or on schedule;  
8.1.2 failure to submit any report required hereunder; and/or  
8.1.3 failure to perform any other covenant, term or condition of this Agreement.  
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:  
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;  
8.2.2 give the Contractor a written notice specifying the Event

of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

#### **15. WORKERS' COMPENSATION.**

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**Exhibit A – Scope of Services:  
Energy Efficiency Statewide Plan  
Expanded Economic Analysis**

This contract agreement (hereinafter, "Agreement") is entered into by and between Vermont Energy Investment Corporation, Burlington, Vermont 05401 (hereinafter "VEIC") and the New Hampshire Department of Environmental Services, Concord, NH 03302 (hereinafter "DES").

**1. Project Period:**

This Agreement is effective from the date of Governor and Executive Council approval through the completion date of June 30, 2013.

**2. Project Description and Purpose:**

DES seeks to ensure an economic analysis of increasing investment in energy efficiency through the adoption of an Energy Efficiency Resource Standard (EERS) and other policy mechanisms addresses potential impact on customer bills as well as estimate job and income impacts in the state. The purpose of this contract is to expand the scope of the economic analysis agreed to in the contract between the Office of Energy and Planning (OEP) and VEIC as approved by the NH Governor and Executive Council on February 6, 2013, Item #4 (herein after "OEP-VEIC contract"). DES will provide a total of \$20,000 to VEIC to expand the originally proposed economic analysis to include bill, income, and job impacts.

**3. Attachments to this Agreement:**

Attached to this agreement are documents that further guide program administration and requirements:

- a. Exhibit B: Project Costs
- b. Exhibit C: Special Provisions
- c. Exhibit D: Lobbying

**4. VEIC Scope of Services and Responsibilities:**

VEIC shall perform, or cause to be performed, the following tasks:

- 4.1. Identify a primary point of contact for all communication regarding administration of the Agreement. This individual shall be responsive to requests for information about this Agreement, the project, invoices, financial or other monitoring, etc.
- 4.2. Expand the economic analysis agreed to under the OEP-VEIC contract to include two additional tasks:
  - 4.2.1. Task 9 - a high-level bill impact analysis of a proposed EERS being contemplated in the rest of the study, and
  - 4.2.2. Task 10 - a high-level macroeconomic analysis of the jobs and income effects of a proposed EERS.
- 4.3. Both Tasks 9 and 10 will be conducted in conjunction with Tasks 4 and 5 of the OEP-VEIC contract and results will be included in the draft report to be provided to OEP by June 30, 2013.
  - 4.3.1. The tasks shall be accomplished by June 30, 2013, using the methods described in the "Proposed Additional Tasks for the Existing Scope of Work for the Contract Agreement Between New Hampshire Office of Energy and Planning and Vermont Energy Investment Corporation for DOE Award # DE-EE0005463, CDFA # 81.119 Entitled: Competitive State Energy Program - Energy Efficiency Statewide Plan" submitted to DES electronically April 18, 2013
- 4.4. Completion of the tasks include the following deliverables:
  - 4.4.1. No more than four Bill Impact Tables, one for each market segment.
  - 4.4.2. A two to five page section of the draft report that summarizes the results and ramifications of the analysis.

- 4.4.3. A table summarizing the economic multipliers that are being used, which includes citations that document the source and applicability of each value.
- 4.4.4. A table of investments in energy efficiency by year for 20 years that includes Program Cost, Incentive Costs and the change in electricity demand.
- 4.4.5. A table summarizing the job and income effects of the efficiency investments over a 20 year period.
- 4.4.6. A written and illustrated three to five page portion of the draft report that summarizes the macroeconomic impacts of the proposed EERS.
- 4.5. VEIC shall submit monthly invoices to DES for hours and direct costs incurred in carrying out the contract for itself and its subcontractors. These invoices must include proper backup documentation for all direct costs and conform to the budget and hourly wages referenced in Exhibit B to this contract. VEIC shall keep financial records relating to this contract for at least three years from the date of termination and provide access to such records to OEP, other state and federal officials upon request.
- 4.7. VEIC, its sub-contractors and vendors shall follow all applicable rules, regulations, and laws of the State and Federal government, including 10 CFR 600 and all attachments listed in paragraph 3 of this Exhibit A.
- 4.8. VEIC, its sub-contractors and vendors will utilize generally accepted accounting principles to exercise effective control of funds, such that costs charged to OEP are reasonable, allowable and applicable, per federal guidelines. To show that such controls are in place, VEIC shall submit to DES a copy of an audited financial report within 90 days of the end of its next fiscal year; such report shall remain confidential if it is so marked by VEIC. Should VEIC expend in excess of \$500,000 in federal funds in a fiscal year, it is required by federal regulations to have an A133 audit performed, and to share the results of such audit with DES.
- 4.9. VEIC shall remain the primary contractor of DES and all subcontractors shall be accountable to VEIC. VEIC shall provide advance notice of and obtain consent from DES prior to entering into any subcontracts not described in VEIC's proposal.

**5. NH Department of Environmental Services Responsibilities:**

DES shall:

- 5.1. Identify a primary point person for all communication regarding this Agreement;
- 5.2. Ensure timely response to all requests for clarification or project modification(s);
- 5.3. Work with VEIC to gather input from stakeholders necessary to complete the described economic analysis;
- 5.4. Submit all required reports and respond to all inquiries regarding the program OEP as required.
- 5.5. Provide payment within 30 days of receipt of an invoice that meets state and federal standards for completeness and allowable costs, provided that VEIC is not in violation of one or more terms of this contract.

**Exhibit B – Project Costs: Method and Terms of Payment  
Energy Efficiency Statewide Plan  
Expanded Economic Analysis**

**1. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY DES**

The following terms shall apply to this agreement:

- 1.1. "Project Costs" shall mean all reimbursable costs, including administrative costs, incurred by a Business in performance of Project Activities. Project Costs include, but are not limited to; work accomplished to meet Tasks in Exhibit A, record keeping, reporting, audits, and oversight of Subcontractors, monitoring, verification, and compliance with all federal, state, and local laws, rules, and regulations and this contract;
- 1.2. "Administrative Costs" shall mean all expenses directly or indirectly incurred by VEIC and its subcontractors in the administration of the Project as determined by New Hampshire Department of Environmental Services (DES) to be eligible and allowable for payment in accordance with the approved Project budget and cost standards set forth in *10 CFR 600 Subpart B – Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutes of Higher Education, Hospitals, and Other Non-Profit Organizations*, as revised from time to time;
- 1.3. Payment of Project Costs: Subject to the terms and conditions of this agreement, DES agrees to pay VEIC all Project and Administrative Costs, provided, however, that in no event shall the total of all payments made by DES pursuant to this Agreement exceed the Grant Amount as set out in Exhibit A - Scope of Services Section 2, and provided further that all Project Costs shall have been incurred prior to the Completion Date as noted in Exhibit A- Scope of Services Section 1; and
- 1.4. Review by DES; Disallowance of Costs: At any time during the performance of the Project Activities, and upon receipt of the monthly invoices, progress reports, closeout report, monitoring, or audited financial report, DES may review all Project Costs incurred by VEIC or any Subcontractor and all payments made to date. Upon such review, DES shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform VEIC of any such disallowance. If DES disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, DES may deduct the amount of disallowed costs from any future payments under this Agreement or require that VEIC refund to DES the amount of the disallowed costs.

**2. PROJECT BUDGET**

- 2.1 In consideration of the satisfactory performance of the Services set forth in Exhibit A, the State agrees to pay VEIC, including its subcontractors, in total, a sum not to exceed \$20,000.00 in accordance with the budget in Table 1:

**Table 1: Overall Budget**

Personnel	\$ 6,160	\$ 13,683	\$ -	\$ 19,843
Travel	\$ 100	\$ 57	\$ -	\$ 157
Other Direct Costs	\$ -	\$ -	\$ -	\$ -

- 2.2 Mileage required to perform Project Activities related to meetings, presentations, focus groups shall be reimbursed at a the current gas rate of \$0.56.5 cents/mile; and
- 2.3 Additional costs incurred by VEIC or its subcontractors will be reimbursed by DES on an actual cost basis, including supplies, materials, contractual services, research, and transportation.
- 2.4 VEIC is permitted to reallocate up to \$4,000 (20% of the total award) across consultant costs and expenses noted in the budget. If additional reallocation of funds is needed, VEIC must receive written approval from DES.

**3. METHOD AND TERMS OF REIMBURSEMENT FOR PROJECT COSTS**

- 3.1. VEIC will submit at least monthly, an itemized invoice with supporting documentation to DES for Project and Administrative Costs incurred. DES will reimburse VEIC from the total contracted amount not to exceed \$20,000. All costs incurred prior to an agreement being entered into will be at the risk of VEIC. All agreements VEIC enters into with subcontractors will need to be pre-approved by DES.
- 3.2. Timing of Payments: Within thirty (30) days of the receipt by DES of requests for reimbursement from VEIC specifying all costs incurred, DES agrees to reimburse VEIC for costs, except that reimbursement may be withheld until DES determines that a particular project activity or portion of the project activity hereunder has been satisfactorily approved and completed; and
- 3.3. Disbursement of funds by DES does not constitute acceptance of any item as an eligible cost.

**4. REQUIRED DOCUMENTATION FOR DISBURSEMENT OF GRANT FUNDS**

- 4.1. Reimbursement requests for all Project and Administrative Costs shall be accompanied by proper supporting documentation in the amount of each requested disbursement along with a payment request form as supplied by DES, which shall be completed and signed by VEIC. Documentation may include invoices for supplies, equipment, services, contractual services, transportation and, where applicable, a report of salaries paid. Requests for reimbursement of costs incurred that have not been authorized explicitly in this document, or in writing by DES in advance of the actual expenditure may be disallowed.

**5. LIMITATIONS ON USE OF FUNDS**

- 5.1. Funds for this program are to be used in a manner consistent with this contract.
- 5.2. Project funds may not, without advance written approval by DES, be obligated prior to the Effective Date or subsequent to the Completion Date of the Project period; and
- 5.3. All obligations of the State, including the continuance of any payments, are contingent upon the availability and continued appropriation of funds for the services to be provided.

### Exhibit C – Special Provisions

1. Amend insurance requirements 14.1.1 as follows:

14.1.1 Comprehensive General Liability Insurance against all claims of bodily injury, death or property damage in the amount of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

**EXHIBIT D**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**CERTIFICATION REGARDING LOBBYING**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE – CONTRACTORS  
US DEPARTMENT OF LABOR  
US DEPARTMENT OF ENERGY**

Programs (indicate applicable program covered):  
Competitive State Energy Program

Contract Period: \_\_\_\_\_ Date of Governor and Council Approval through June 30, 2013

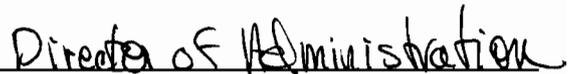
The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit D-H.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Contractor Representative Signature



Contractor's Representative Title



Contractor Name



Date

## Certificate of Authority

I, Beth Sachs, Secretary/  
Co-Founder of Vermont Energy  
Investment Corporation do  
Printed Name of Certifying Officer Title Name of Company

hereby certify that Linda Gibson is authorized to execute any documents  
Printed Name of Person Authorized to sign  
that may be necessary to enter into a contract with the State of New Hampshire.

In witness whereof, I have hereunto set my hand as the Secretary,  
Office/Position of Certifying Officer  
of Vermont Energy  
Investment Corporation, this 1 day of May, 2013.  
Name of Company

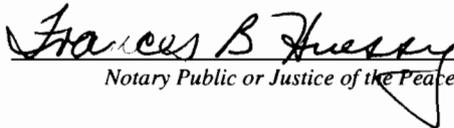
  
\_\_\_\_\_  
Signature of Certifying Officer

## Notarization

State of Vermont  
County of Chittenden  
On May 1, 2013, before me, Frances B. Huessey,  
Date Name of Notary or Justice of the Peace

the undersigned officer, personally appeared Beth Sachs, who  
Printed Name of Certifying Officer  
acknowledged him herself to be the Secretary, of the Vermont Energy Investment  
Office/Position Name of Company Corporation  
and that she he, being authorized to do so, executed the foregoing instrument for the  
purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public or Justice of the Peace

(affix seal)

Commission Expires: Feb. 10, 2015

# 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 Vermont Energy Investment Corporation a(n) Vermont corporation, is authorized to transact business in New Hampshire and qualified on May 9, 2012. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 30<sup>th</sup> day of April, A.D. 2013

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

William M. Gardner  
Secretary of State



Attachment A  
Vermont Energy Investment Corp.  
Contract Budget Estimate

<b>Budget Item</b>	<b>State Funding - 100%</b>	<b>Total Project Cost</b>
Expanded Economic Analysis	\$20,000.00	\$20,000.00