



JOHN H. LYNCH
GOVERNOR

STATE OF NEW HAMPSHIRE
OFFICE OF ENERGY AND PLANNING
107 Pleasant Street, Johnson Hall
Concord, NH 03301-3834
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www.nh.gov/oep

October 4, 2012

His Excellency, Governor John H. Lynch
And the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

The Office of Energy and Planning (OEP) requests authorization to enter into a Contract Agreement with GDS Associates, Inc. (GDS) (Vendor # 171472), Marietta, GA (with a branch in Manchester, NH), in the amount of \$15,000.00 for facilitation services and strategic implementation assistance for the New Hampshire Building Energy Code Compliance Collaborative, a working group of key energy code compliance stakeholders advancing building energy code compliance in New Hampshire, effective from the date of Governor and Council approval through June 15, 2013.

100% Federal Funds.

Funding is available in account, State Energy Program as follows:

<u>Office of Energy & Planning, State Energy Program</u>	<u>FY 2013</u>
01-02-02-024010-6510	\$15,000.00
102-500731	

EXPLANATION

OEP established the New Hampshire Building Energy Code Compliance project (NHBECC) in 2010 as one mechanism to improve compliance efforts with the state's energy building code. This project convened a panel of the state's key energy code compliance stakeholders with the goal of preparing the New Hampshire Energy Code Compliance Roadmap (Roadmap), a comprehensive manual to guide the state's compliance efforts. This in-depth resource analyzes energy code compliance in New Hampshire and identifies key actions and metrics that will measure improved adherence to code.

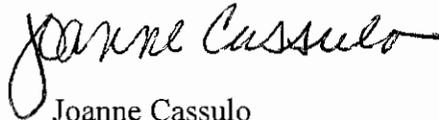
If approved, this contract for facilitation services and strategic implementation assistance will build upon the work of the foregoing NHBECC project: it will facilitate prioritization and implementation of measures outlined in the Roadmap and provide a framework for future

education and outreach programs that will support efforts to promote compliance efforts. This contract also includes facilitation of at least twelve meetings for the Collaborative, up to thirty-six hours, as well as planning and oversight meetings with OEP. Administrative services will include provision of meeting notes and agendas, and arranging venues.

OEP publicly issued a request for proposals on July 26, 2012. Two organizations submitted proposals. A selection team was created and conducted interviews with both of the organizations and developed scores for the proposals, with GDS ranking the highest. The scores of the bidders are attached.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this project.

Sincerely,

A handwritten signature in black ink that reads "Joanne Cassulo". The signature is written in a cursive style with a large initial "J".

Joanne Cassulo
Interim Director

JC:st

Enclosures

**State Energy Program
New Hampshire Building Energy Code Compliance Project
EVALUATION
For Request for Proposals**

Proposal to be reviewed: Facilitation Services and Strategic Implementation Assistance

Names of Bidders:

1. GDS Associates, Inc.
2. Cx Associates

On the Reviewing Team:

1. Susan Thorne – Office of Energy and Planning
2. Laura Richardson – The Jordan Institute

Scoring Criteria for RFP's	Possible Points	GDS	Cx
Completeness and Overall Quality of the Proposal	30	25.5	22.5
Experience facilitating diverse professional stakeholder groups; particularly those related to building energy code compliance	30	29.5	20.5
Ability to complete project on schedule	30	29.5	25.5
Proposed cost	10	10	10
Total Points	100	94.5	78.5
Bid Amount		\$15,000.00	\$15,000.00

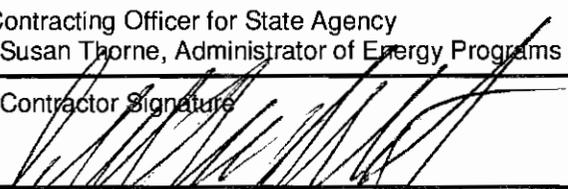
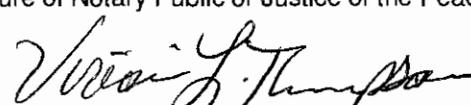
Subject: Base SEP NH Building Energy Code Compliance project – RFP II – Facilitation Services and Strategic Implementation Assistance

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Office of Energy and Planning		1.2 State Agency Address 107 Pleasant Street, Johnson Hall Concord, NH 03301	
1.3 Contractor Name GDS Associates, Inc.		1.4 Contractor Address 1181 Elm Street Suite 205 Manchester, NH 03101	
1.5 Contractor Phone No. 603-656-0336	1.6 Account Number 01-02-02-024010-6510 102-500731 Activity: 02SP13BL	1.7 Completion Date June 15, 2013	1.8 Price Limitation \$15,000.00
1.9 Contracting Officer for State Agency Susan Thorne, Administrator of Energy Programs		1.10 State Agency Telephone Number (603) 271-2155	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Scott Albert, Principal and Northeast Region Manager	
1.13 Acknowledgment: State of <u>New Hampshire</u> County of <u>Hillsborough</u> On <u>9/14/12</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]  VIVIAN L. THOMPSON, Notary Public My Commission Expires April 18, 2017			
1.13.2 Name and Title of Notary Public or Justice of the Peace <u>Vivian L. Thompson, Office Manager</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Joanne Cassulo, Interim Director	
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:  On: <u>9-18-12</u>			
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

Contractor Initials *SMA*
Date *9/14/12*

(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 waiver 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.

SMF
9/14/12

EXHIBIT A

Scope of Services

- A. Project Title:** NH Building Energy Code Compliance project – Strategic Implementation Facilitation
- B. Project Period:** The contract will commence upon approval by Governor and Council and will have a completion date of June 15, 2013. The NH Office of Energy and Planning (OEP) at any time, in its sole discretion, may terminate the contract or postpone or delay all or any part of this contract, upon written notice. The contract period referenced in Attachment I, Proposal, has been changed to the dates stated in this paragraph.
- C. Objectives:** GDS Associates, Inc. hereinafter referred to as “the Sub-Recipient” or “the Contractor” agrees to a contract to provide Facilitation assistance in accordance with the standards outlined in the most recent Request for Proposals, dated July 26, 2012.
- D. Deliverables:** Meeting minutes and an agenda for every facilitated meeting of the Collaborative shall be produced and distributed to Collaborative members and OEP as described in the Scope of Work (below).

Scope of Work:

Provide strategic facilitation implementation assistance for the New Hampshire Building Energy Code Compliance Collaborative

Background:

In 2009, Governor John Lynch joined other governors in providing assurances to the U.S. Secretary of Energy calling for development of plans to achieve 90% compliance with the 2009 International Energy Conservation Code (2009 IECC) for residential buildings and ANSI/ASHRAE/IESNA Standard 90.1-2007 for commercial buildings (or equivalent codes) by the year 2017. For New Hampshire, this assurance met a federal condition for the state to receive \$25.8 million in ARRA-State Energy Program (SEP) stimulus funding.

To help the State achieve 90% compliance, OEP created and led the New Hampshire Building Energy Code Compliance project (NHBECC). This now-complete ARRA project convened the original NHBECC Collaborative, a stakeholder panel of the state’s key energy code compliance players which informed development of the New Hampshire Energy Code Compliance Roadmap (Roadmap), a comprehensive manual to guide the state’s compliance efforts.

The contracted scope of work supports the implementation phase of building energy code compliance in New Hampshire, to be guided by the Roadmap and a newly constituted Collaborative comprised of new and past members who can champion measures needed to achieve compliance. The Collaborative will strategically prioritize measures identified in the Roadmap, then work with its constituencies to effect them. This work will coordinate with and be supplemented by education and outreach programs for energy code compliance to be provided under a separate forthcoming contract.

Tasks to be Performed:

- 1. Facilitate at least 12 meetings of the Collaborative during the period starting in October 2012 and ending in June 2013. The meeting schedule shall be flexible and defined by the Collaborative, with the expectation that it shall include regular monthly meetings. Facilitated meeting time covered in this contract is thirty-six (36) hours.

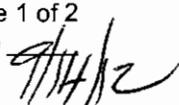
Contractor Initials  P37 Exhibit A
Page 1 of 2
Date 

Exhibit A – Scope of Services: Base State Energy Program – NH Building Energy Code Compliance project
RFP II – Facilitation Services and Strategic Implementation Assistance
Contract between NH Office of Energy and Planning and GDS Associates, Inc.

- a. Facilitation of the October 2012 initial meeting under this contract will follow the Collaborative's Kick-off meeting in September and will coordinate with it. While the Kick-off meeting (under separate contract) will have focused on forming the Collaborative, the October meeting will set a context for the Collaborative, to include but not be limited to the following:
 - i. Overview of NH Building Energy Code Compliance Roadmap and NHBCC Program
 - ii. Set framework for Collaborative process - establish an on-going internal process which is effective, organized, informed, respectful, collaborative
 - iii. Establish goal and expectation that the Collaborative shall become self-sustaining by the end of this contract.
 - iv. Strategically prioritize Roadmap measures for implementation
 - b. Additional Meetings –
 - i. In advance of each facilitated Collaborative meeting, the contractor shall participate in a phone conference with the Collaborative management team planning the meeting, to preview intent, items and deliverables.
 - ii. Meet with OEP periodically to review project status.
2. Administrative work shall include the following:
- a. Schedule and secure meeting venues and publicize them to Collaborative stakeholders at least three weeks in advance
 - b. Produce a meeting agenda for each meeting, and distribute to Collaborative stakeholders and OEP at least one week in advance.
 - c. Produce meeting minutes and distribute to Collaborative stakeholders and OEP within one week of each meeting.

This agreement consists of the following documents: P-37, Exhibits A, B and Attachment 1, which are all incorporated herein by reference as if fully set forth herein.

P37 Exhibit A
Page 2 of 2
Date 9/14/12

Contractor Initials *SMH*

EXHIBIT B

Contract Price, Terms and Methods and Conditions of Payment

- A.** In consideration of the satisfactory performance of the services described and determined by the State, the State agrees to pay GDS Associates, Inc. (GDS) and amount not to exceed \$15,000.00, based on the billing rates attached in the Proposal.
- B.** The Sub-Recipient will submit an itemized monthly invoice with supporting documentation to the NH Office of Energy and Planning (OEP) for loans and/or grants awarded. OEP will reimburse Sub-recipient from the total contracted amount not to exceed \$15,000.00.
- C.** OEP agrees to make payments to GDS Associates, Inc. within 30 days from the receipt of approved invoices.
- D.** 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.

SMA

7/14/12



August 28, 2012

Attachment I

GDS Associates, Inc. Proposal

Dated August 10, 2012



GDS Associates, Inc.
Engineers and Consultants

PROPOSAL

To: Susan Thorne

From: Scott Albert

Date: August 10, 2012

Subject: NH Office of Energy and Planning – State Energy Program

Meeting Facilitation and Administrative Assistance RFP – GDS Proposal

On behalf of GDS Associates, Inc., I am pleased to provide the following proposal to facilitate and administer meetings for the NH Building Energy Code Compliance Collaborative (Collaborative) for the time period from October 2012 through December 2013.

Given the significant previous work that OEP has completed, with GDS assistance, regarding development of a NH Building Energy Code Compliance Roadmap, I believe that we are uniquely qualified to serve in this important facilitation and administrator assistance role. We look forward to helping the OEP move ahead with the formation of an engaged and well-functioning Collaborative and appreciate your consideration.

Purpose

As specified in the RFP, the OEP is looking to hire an individual to help organize, facilitate and administer at minimum 12 meetings for the NH Collaborative during the time period beginning in October 2012 and ending in December 2013. Administrative work shall include scheduling, securing, publicizing meeting locations, and developing and distributing meeting notes and agendas for each meeting to the Collaborative members. A critical component of this effort will be to set a positive tone within this newly forming group to increase likelihood of its evolution into an effective, informed and respectful group that will be capable of working in a self-sustaining and collaborative manner. For this proposal, GDS is pleased to put forth Scott Albert (Principal and GDS Northeast Region Manager) to serve in the requested facilitation role. Back office and note taking support will also be provided for this meeting facilitation project by Meaghan White (GDS Analyst) and Administrative Assistant staff where needed.

Statement of Qualifications

GDS Associates, Inc. is a 170+ person engineering and management consulting firm, founded in 1986. GDS is headquartered in Marietta, Georgia and has over six additional offices across the country, including our Northeast Region Office located in Manchester, New Hampshire. Our firm has substantial depth and direct, practical experience in policy planning, designing, delivering and evaluating energy efficiency, local codes, educational trainings, marketing and

outreach programs. We have an especially strong local presence and well-established network here in New Hampshire.

GDS, and specifically Scott and Meaghan bring extensive experience working with various collaborating agencies and stakeholders to begin adoption and implementation of such energy code policies across the state, including: the U.S. Department of Energy's Building Energy Codes Program, the Alliance to Save Energy's Building Code Assistance Project, the Northeast Energy Efficiency Partnerships, the Consumers Union, the NH Public Utilities Commission, the NH Gas/Electric Utilities, among many others members of the past NHBCC Stakeholder Panel.

GDS is acutely aware of the unique challenges New Hampshire faces in bring together, developing and implementing a highly-successful Collaborative, resulting in a strong compliance approach. Specifically, in regards to this RFP, GDS was selected, as part of a competitive bidding process, as the lead consultant to design, develop and implement the comprehensive NH Building Energy Code Compliance (NHBCC) Program. A key deliverable of the NHBCC Project included development of the NH Energy Code Compliance Roadmap (Roadmap) as a guide to meet the State's commitment to achieve 90% compliance with the 2009 International Energy Conservation Code (IECC) by the year 2017. In addition, to managing the entire NHBCC program, GDS brought together and facilitated the, first of its kind for NH, NH Energy Code Stakeholder Panel. For this effort, we will build off our local presence and the solid relationships that our staff already has with many of the targeted stakeholders.

All work will be led by Scott Albert, Principal and Region Manager of GDS Associates' Northeast Region Office located in Manchester, NH. Based on Mr. Albert's and the rest of our staff's intimate familiarity with the state's specific current energy code compliance circumstances, and our combined years of experience with local, regional and national energy efficiency program design, delivery and evaluation, the OEP is ensured on-target, innovative, high quality deliverables, and unparalleled professionalism and responsiveness in all aspects of this important project.

In addition to the recently completed NH Building Energy Code Compliance Roadmap project, GDS has been involved in numerous other projects that included significant effective meeting facilitation as a key component. Following is a list of two additional projects:

- New Hampshire Energy Efficiency Technical Potential Study – where multiple parties (utilities, regulators and other key stakeholders), having diverse interests and agendas, worked together to provide input, direction and feedback on key project details
- New York State Energy Research and Development Authority Market Characterization and Assessment Contractor – where multiple parties (program evaluators, program staff, regulators and other interested stakeholders) were often called together for meetings to solicit input, direction and feedback on key program issues

Cost and Payment Schedule

The following table provides names, titles and billing rates that will be used for this effort. Copies of resumes can be made available upon request.

Name	Title	Rate
Scott Albert	Principal & Northeast Region Manager	\$184.50
Meaghan White	Analyst	\$103.50
Admin/Research Assistant		\$49.50

Including all estimated expenses, the overall budget for this proposal totals a fixed/not-to-exceed price of \$15,000.00.

Task	Hours	Rate	Total
Meeting Prep (emails, agenda printing, name tags, etc.)	12	\$49.50	\$594.00
Meeting Facilitation	36	\$184.50	\$6,642.00
Meeting Travel & Expenses (gas/tolls, printing)	12	-	\$828
Meeting Minutes	43	\$103.50	\$4,452
Meeting Agendas (and follow-up/OEP status meetings)	24	\$103.50	\$2,484.00
Total:	-	-	\$15,000.00

Central Contractor’s Registry and Other Certification/Contractual Items

GDS is registered on the Central Contractor’s Registry (CCR). The Federal Government has recently migrated the CCR site along with others to a new comprehensive site called SAM (System for Award Management). Please refer to Appendix A for up-to-date proof of this registration (SAM-CCR Status), along with our DUNS number, and a NH Secretary of State’s Certificate of Good Standing. A certificate of vote/authority, along with a current certificate of insurance should already be on file with the OEP, but can be provided again prior to contract finalization if needed.

Thanks again for your consideration. We look forward to assisting the New Hampshire Office of Energy and Planning with this exciting and important effort.

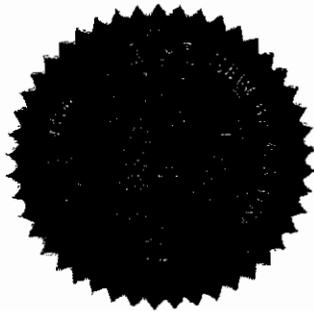
Appendix A

SAM Search Results			
List of records matching your search for			
gds+ associates+			
ENTITY	GDS ASSOCIATES, INC.	Status: Active	
DUNS: 151012085	+4:	CAGE Code: 1V6J9	DoDAAC:
Delinquent Federal Debt?: No	Address: 1850 PARKWAY PL SE STE 800		
State/Province: GEORGIA	City: MARIETTA		
	ZIP Code: 30067-8260		
ENTITY	GDS ASSOCIATES INCORPORATED	Status: Active	
DUNS: 932574874	+4:	CAGE Code: 1SK33	DoDAAC:
Delinquent Federal Debt?: No	Address: 32832 N 66TH ST		
State/Province: ARIZONA	City: CAVE CREEK		
	ZIP Code: 85331-5726		

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 GDS ASSOCIATES, INC. a(n) Georgia corporation, is authorized to transact business in New Hampshire and qualified on September 13, 1999. 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 1st day of August, A.D. 2012

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTES

(Corporate Authority)

I, J. Steven Shurbutt, Executive Vice President of GDS Associates, Inc. (hereinafter the "Corporation"), a corporation and validly existing under the laws of the State of Georgia, hereby certify that: (1) I am the designated Corporate Officer of the Corporation responsible for oversight of the Corporation's contracting policies and contract administration; and (2) that the Board of Directors of the Corporation have authorized the execution of corporate contracts pursuant to the Resolution of the Board of Directors set forth in Attachment A hereto, which will remain in full force and effect until amended by the Board of Directors.

The person(s) holding the below listed position(s) are authorized to execute and deliver on behalf of the Corporation the contracts or other instruments for the sale of products and services, as set forth in Attachment A hereto:

Richard F. Spellman	President	John W. Chiles	Stockholder
J. Steven Shurbutt	Executive Vice President	Lynn M. Lanier	Stockholder
James W. Daniel	Vice President and Secretary	John W. Hutts	Stockholder
David M. Brian	Vice President and Treasurer	Roy M. Lewis	Stockholder
Jack D. Madden	Vice President	Bruce W. Walter	Stockholder
Robert C. Smith	Vice President	Scott M. Albert	Stockholder
Kevin M. Mara	Vice President	Seth W. Brown	Stockholder
Daniel E. Heller	Vice President, CFO and Asst. Sec.	Brent A. Saylor	Stockholder
		Richard J. Hackner	Stockholder
		Christopher C. Dawson	Stockholder
		Ellen S. Blumenthal	Stockholder
		Joseph F. Danes	Stockholder
		Charles E. Loy	Stockholder
		Matthew S. Pamperin	Stockholder
		Garrett D. Cole	Stockholder

IN WITNESS WHEREOF, I have hereunto set my hand as the Executive Vice President of the corporation this 27th day of August, 2012

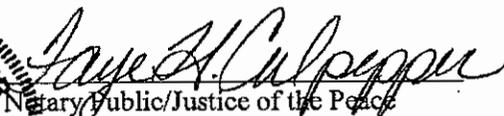

Executive Vice President

STATE OF GEORGIA
COUNTY OF COBB

On this 27th day of August, 2012, before me, Faye H. Culpepper the undersigned Officer, personally appeared J. Steven Shurbutt who acknowledged her/himself to be the Executive Vice President of GDS Associates, Inc., a corporation and that she/he as such Corporate Officer being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.




Notary Public/Justice of the Peace

Commission Expiration Date: 2/17/14

**RESOLUTION OF THE
BOARD OF DIRECTORS
OF
GDS ASSOCIATES, INC.
CONTRACT EXECUTION**

WHEREAS, GDS Associates, Inc.'s ("GDS Associates") Articles of Incorporation provide that the President or Executive Vice-President, and Secretary or Assistant Secretary, may execute contracts on behalf of GDS Associates;

WHEREAS, from time to time it is necessary for GDS Associates to designate other individuals who are authorized to execute contracts on behalf of GDS Associates and its affiliates and subsidiaries (collectively, "GDS"); and

WHEREAS, the Board desires to designate the officers and other individuals authorized to execute contracts on behalf of GDS.

NOW, THEREFORE, be it resolved that:

Article I

1.1 For purposes of this resolution authorizing certain officers and other individuals to execute contracts on behalf of GDS, the term "contracts" shall include, but not be limited to, formal contracts, letter agreements, purchase orders, confidentiality agreements and other forms of agreement.

Article II

Contracts with Vendors

2.1 The President, Executive Vice-President, Vice-President/Treasurer, and Vice President – Administrative Services of GDS Associates may execute on behalf of GDS, general corporate contracts for the purchase of goods and services (excluding subcontractor services) or sales of materials which have an individual value of \$5,000 or less, provided such purchases or sales have received Board approval, where required, are part of the approved budget for the current calendar year, or have received written approval by the appropriate Department Manager.

2.2 The President, Executive Vice-President, Vice-President/Treasurer, and Vice President – Administrative Services of GDS may on behalf of GDS execute general corporate contracts for the purchase of goods and services (excluding subcontractor consulting services) or sales of materials which have an individual value of more than \$5,000, upon authorization of the Board by resolution.

Article III

Consulting Contracts

3.1 The President, Executive Vice-President, Vice-President/Treasurer, and Vice President/Secretary of GDS may execute consulting contracts with clients, subcontractors to GDS, and primary contractors with third parties on behalf of GDS.

3.2 Stockholders of GDS Associates may execute consulting contracts with clients, subcontractors to GDS, and primary contractors with third parties on behalf of GDS, where the consulting services being provided are within their area(s) of expertise.

3.3 Stockholders of GDS Associates shall be responsible for assuring compliance with GDS Associates' contracting policies and procedures by employees under the Stockholder's direct or indirect supervision.

3.4 Notwithstanding Sections 3.1, 3.2 and 3.3, above, any contract involving a project that requires a professional engineering registration must be executed by an authorized individual under Sections 3.1 or 3.2 and who is a registered professional engineer in the appropriate professional discipline.

Article IV

Contracting Policies and Procedures

4.1 The Executive Vice-President is responsible for oversight of GDS Associates' contracting policies and contract administration.

4.2 Formal contracts, letter agreements, confidentiality agreements and other forms of contract which contain substantively similar provisions of a formal contract shall be reviewed by the Executive Vice-President, and at his/her discretion by GDS Associates' corporate counsel, prior to execution.

4.3 Where required for security or other corporate purposes, contracts executed on behalf of GDS shall be attested to by signature of the Secretary or Assistant Secretary (whichever is not executing the contract on behalf of GDS) and affixing the Corporate Seal.

Attachment A

4.4 Executed originals of all contracts, regardless of form, between GDS and others shall be submitted to and maintained by the Vice President – Administrative Services.

H:\90600\Board\Contract Execution as Approved.doc



139434

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2012

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

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

PRODUCER Commercial Lines – (404) 923-3700 Wells Fargo Insurance Services USA, Inc. 3475 Piedmont Road NE, Suite 800 Atlanta, GA 30305	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Property Casualty Co of America		25674
INSURER B: Charter Oak Fire Insurance Co.		25615
INSURER C: Continental Casualty Company		20443
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		

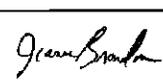
COVERAGES **CERTIFICATE NUMBER:** 3983905 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			6301093A647	03/01/2012	03/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			8101093A659	03/01/2012	03/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP1093A647	03/01/2012	03/01/2013	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB1093A60A	03/01/2012	03/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability			AEH254014291	03/01/2012	03/01/2013	\$5,000,000 C/m \$5,000,000 Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER NH Office of Energy and Planning 4 Chenell Drive Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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