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# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
25 Capitol Street - Room 120  
Concord, New Hampshire 03301  
[Office@das.nh.gov](mailto:Office@das.nh.gov)

Charles M. Arlinghaus  
Commissioner  
(603) 271-3201

Joseph B. Bouchard  
Assistant Commissioner  
(603) 271-3204

Catherine A. Keane  
Deputy Commissioner  
(603) 271-2059

August 4, 2021

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

### REQUESTED ACTION.

Authorize the Department of Administrative Services to enter into a contract with Energy Systems Group, Newburgh, IN; vendor code #689765, in the amount of \$50,358.00 to perform a detailed investment grade audit. The contract will be effective upon Governor and Council approval and end on October 31<sup>st</sup>, 2021. 14% General Funds and 86% Transfers from Other Agencies.

Funding is available in the accounts as follows:

Department of Administrative Services - Division of Plant & Property Management - Bureau of General Services			
<i>Building</i>	<i>Account Number</i>	<i>Title</i>	<i>Amount</i>
Emergency Operations Center	10-014-1415-2081-20810000-048-500226	Contractual Maint. Bldg & Grounds	\$9,928.00
Materials & Research, DOT	10-014-1415-2952-29520000-048-500226	Contractual Maint. Bldg & Grounds	\$4,303.00
Mechanical Services, DOT	10-014-1415-2952-29520000-048-500226	Contractual Maint. Bldg & Grounds	\$12,608.00
Pillsbury Street - Old Labor	10-014-1415-2085-20850000-048-500226	Contractual Maint. Bldg & Grounds	\$1,350.00
Supreme Courthouse	10-014-1415-2144-21440000-048-500226	Contractual Maint. Bldg & Grounds	\$6,024.00
Walker Building	10-014-1415-2094-20940000-048-500226	Contractual Maint. Bldg & Grounds	\$16,145.00
		<b>TOTAL</b>	<b>\$50,358.00</b>

### EXPLANATION

The Department of Administrative Services developed a Request for Proposals to implement guaranteed energy conservation measures at six state owned buildings located in Concord, NH. The six buildings are:

<i>Agency</i>	<i>Facility Name</i>
<b>Department of Administrative Services, General Services</b>	Emergency Operations Center
	Materials & Research, DOT
	Mechanical Services, DOT
	Pillsbury Street - Old Labor
	Supreme Courthouse
	Walker Building

These savings will be utilized to offset the cost of the measures with a payback of 20 years or less. In accordance with RSA 21-I:19-d the cost of the energy and fossil fuel reduction improvements must be financed within 20 years from guaranteed energy cost savings through a performance contract and requires no upfront capital from the State.

Notification of the RFP was released to several firms within the industry. The RFP was also posted on the Department of Administrative Services web site. Bids were received from three Energy Service Companies. The RFP requested that the Energy Service Companies propose their energy and fossil fuel saving measures for the following categories: lighting systems and controls, building automated control systems, HVAC, premium efficiency motors and variable frequency drives, building envelope, water conservation, domestic hot water systems and renewable energy systems. In accordance with Executive Order 2016-3 state agencies are required to reduce fossil fuel usage by 40 percent from the base year of 2005 by 2025. A project such as this one makes progress towards this goal without investment from the capital budget.

A five member review team comprised of representatives from Department of Administrative Services, Department of Environmental Services and the Department of Natural & Cultural Resources, (collectively referred to as "the State") rated each proposal using criteria established and published in the RFP. The criteria were broken down into the following areas: energy savings (20%), presentation and responsiveness to the RFP (5%), qualifications, experience and resources (10%), technical approach (35%), project cost (20%) and management approach (10%). Based on the evaluation criteria, Energy Systems Group was chosen as the highest ranking proposal. Attached is a copy of the consensus-based scoring.

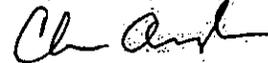
The development of an energy saving performance contract requires an initial investment grade audit that provides more detailed information needed to negotiate and finalize the energy saving performance contract and determine whether the State will enter into a guaranteed energy performance project with Energy Systems Group. If the detailed investment grade audit fails to come within 15% of Energy Systems Group, original bid proposal's projected energy savings; there will be no charge to the State. If the detailed investment grade audit recommendations fall within 15% of the original bid

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August 4, 2021  
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proposal and the project goes forward, the cost of the detailed investment grade audit will be included in the performance contract costs. However, should the detailed investment grade audit fall within 15% and should for any reason the State decides not to go forward, the State will be obligated to pay Energy Systems Group, \$50,358.00. Authorization is requested to pay Energy Systems Group, in the unlikely event that the State is unable to go forward with a guaranteed energy saving performance contract. If the detailed investment grade audit falls within the established criteria, the State fully intends to proceed with a guaranteed energy saving performance contract that will be subject to Governor and Council approval.

Based on the foregoing, I am respectfully recommending approval of the contract with Energy Systems Group.

Respectfully submitted,



Charles Arlinghaus,  
Commissioner

Attachments

STATE OF NEW HAMPSHIRE  
 Bureau of Purchase and Property  
 RFP 2021-254  
 1/28/2021 @ 12:00 PM  
 Energy Performance Contracting Services  
 Department of Administrative Services

CATEGORIES	AVAILABLE POINTS	Energy Systems Group	Ameresco	Energy Efficiency Investments, Inc.
TOTAL SCORES	100	82.8	72.8	46.2

Attachment C -- Form P-37

RFP #2021-254

Subject: Performance Contract for six (6) state-owned facilities in Concord, NH

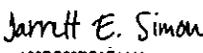
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name  NH Department of Administrative Services		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name  Energy Systems Group, LLC		1.4 Contractor Address 9877 Eastgate Court Newburgh, IN 47630	
1.5 Contractor Phone Number  (812) 471-5000	1.6 Account Number  Multiple	1.7 Completion Date  October 31, 2021	1.8 Price Limitation  \$50,358.00
1.9 Contracting Officer for State Agency  Donald Perrin		1.10 State Agency Telephone Number  (603) 271-7774	
1.11 Contractor Signature <small>DocuSigned by:</small>  Date: 6/30/2021 11:24 PM CDT		1.12 Name and Title of Contractor Signatory  Jarrett E. Simon, Vice President	
1.13 State Agency Signature   Date: 7/21/21		1.14 Name and Title of State Agency Signatory Charles Arlinghaus, Commissioner Department of Administrative Services	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By: <i>Takmina Rakhmatova</i> On: 7/22/2022			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials OS  
YES  
 Date 6/30/2021 | 11:00

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

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

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

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

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

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

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

**9. TERMINATION.**

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

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

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Date 6/30/2021 | 11:2

hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

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

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

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

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such

amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter here

Contractor Initials <sup>DS</sup> YES  
Date 6/30/2021 | 11::

## EXHIBIT A

### Special Provisions

1. **Provision 14.1.2:**

**Remove provision 14.1.2**

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

2. **Provision 14.3:**

**Amend 14.3 with the following language:**

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days ~~after~~ ~~prior to~~ the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

## EXHIBIT B Agreement to Perform an Investment Grade Audit

AGREEMENT, entered into as of August 4, 2021, by and between Energy Systems Group ("Contractor" or "Vendor") a corporation with a principal place of business at 9877 Eastgate Court, Newburgh, IN 47630 and the Department of Administrative Services ("State") a department of the State of New Hampshire with a principal place of business at 25 Capitol Street, Concord, NH (individually, a "Party" or collectively, the "Parties").

Now, therefore, in consideration of these premises and the mutual promises herein expressed, State and Contractor agree as follows:

**BASIS:**

The basis for this Agreement is:

Department of Administrative Services (hereinafter called "the State") owns 6 facilities in Concord, NH (hereinafter called "the Facilities"). State desires to improve the energy efficiency of certain facilities that it owns and occupies by means of an energy performance contract. The State has solicited competitive proposals, evaluated Contractor's response, and wishes to engage Contractor to conduct an Investment Grade Audit of the facilities to determine whether the State should proceed with an energy reduction project by means of an energy performance contract.

Contractor has made a preliminary assessment of the Facility and submitted a proposal in response to a State issued RFP, to provide certain services and equipment. The Contractor provides services and other measures designed to reduce energy consumption or energy costs. The Contractor is willing to guarantee that the State will realize energy cost savings during each year of the term of an energy performance contract, calculated and adjusted according to accepted terms.

The work to be performed at the Facility by Contractor (the "Project") will identify the Measures to be installed and other services, if any, to be provided by Contractor.

1. **DEFINITIONS:**

**Baseline Energy Use.** A calculation of energy uses of a building or piece of equipment over a specified period used to project energy use had the project not been implemented.

**Energy Conservation Measures (ECM).** A measure to reduce energy use or costs, such as the installation of equipment or systems, or modification of equipment or systems, or revised operation and maintenance procedures.

**Guaranteed Performance.** The annual energy unit and cost savings, which the Contractor guarantees will be realized by the State as a result of the Project, will be calculated in accordance with the methodology (i.e., the International Performance Measurement and Verification Protocol (IPMVP) Options A and B) described in the original RFP and agreed to by Contractor in its RFP response. The Parties agree that the final M&V Plan will be negotiated and mutually agreed to during the development of the IGA. Excess annual energy units and cost savings obtained by the State beyond the Contractor's annual guarantee cannot be used as a credit by the Contractor in any previous or subsequent years of the contract term and will not be applied for any shortfall in

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guaranteed energy units or cost savings during the contract term. Measures must be grouped by building for ease of calculating loan repayments and the total project must meet the 20 year payback requirement. All energy and cost savings derived from the implementation of this project will be retained by the State.

Energy unit savings will be the basis of the performance guarantee and guaranteed cost savings are extrapolated from the energy unit savings and baseline utility costs. Since energy costs fluctuate, the Contractors must meet the guaranteed annual energy unit savings as a requirement of the performance guarantee. In no instance will guaranteed cost savings be used as the sole condition for meeting the performance guarantee. Further, as required in NH RSA 21-I:19-d (f), the State shall recover all implementation costs within 20 years from the date of project implementation at existing energy prices. The contract shall require that the public utility or energy services provider be repaid only to the extent of energy cost savings guaranteed by the contractor to accrue over the term of the contract.

**Investment Grade Audit.** A survey of existing energy systems of a Facility for the purpose of proposing Energy Conservation Measures (ECMs) and verifying that the proposed ECMs are guaranteed to generate energy consumption and cost savings and meet the financial requirements within twenty years. The results of an Investment Grade Audit are presented in a written report that includes a methodology for the calculation of the Baseline Energy Use and a description of physical conditions, equipment counts, nameplate data and control strategies. For each ECM recommended, the Investment Grade Audit generally provides equipment counts, implementation costs, efficiency levels or performance characteristics of the equipment comprising the proposed ECMs, on-going maintenance costs, annual energy and cost savings, the useful life of the ECM and a life-cycle cost analysis. Projected energy savings must account for interaction among recommended Energy Conservation Measures. See Section 3 and the State RFP #2021-254 "Energy Performance Contracting Services for six (6) state-owned facilities in the Concord, NH." The results of the Investment Grade Audit are presented in a written report.

**Measurement and Verification.** The process of monitoring and measuring the energy consumption of a facility or specific equipment or systems, before and after Project implementation, to determine if guaranteed or predicted energy savings are being realized. The International Measurement and Verification Protocols will be used to measure and monitor all installed ECMs.

**Project.** An energy and energy-related cost reduction program that may include design, engineering, procurement, installation of equipment, ongoing maintenance, measurement and verification, and other services.

**Total Project Cost.** All costs associated with the development and implementation of an energy performance contract, which may include, but are not limited to: the comprehensive energy audit; ECM design, procurement and installation; financing fees; construction contract bonds; interest charges; training of facility staff; measurement and verification; equipment operation and maintenance; project management; the energy performance guarantee; and Contractor overhead and profit.

2. The Contractor shall perform an Investment Grade Audit of the following facilities:

<u>Agency</u>	<u>Facility Name</u>
Department of Administrative Services, General Services	Emergency Operations Center
	Materials & Research, DOT
	Mechanical Services, DOT
	Pillsbury Street - Old Labor
	Supreme Courthouse
	Walker Building

The Contractor shall gather and analyze information and data and propose a project to the State in a comprehensive energy audit report that would reduce the State's expenses for energy, water and related operations. The Investment Grade Audit shall be conducted at the Contractor's own expense, subject to the Exhibit B payment terms. The Contractor shall conduct an on-site survey of the facilities and shall interview appropriate State personnel to learn the operating characteristics of the facilities and the existing equipment and systems therein.

The Investment Grade Audit shall identify all feasible energy conservation, load management, building envelope, water conservation; and renewable resource options for which the total cost savings benefits are expected to exceed implementation costs, including financing, over the term. The comprehensive energy audit shall also address the following options specifically identified by the State:

- Building Automated Control Systems
- Building Envelope
- Domestic Hot Water Systems
- Electric Distribution System and Transformers
- Equipment e.g. Compressors
- Heating, Ventilation and Air Conditioning
- Lighting Systems and Controls, including exterior lighting
- Plug-Load Control
- Premium Efficiency Motors and Variable Frequency Drives
- Renewable Energy
- Water Conservation
- Additional Measures

3. Contractor shall certify in writing that Contractor has a plan to coordinate all activities involving handling, transport, and disposal of hazardous materials, including asbestos, affected by the installation of Measures under this Agreement. Provided; however, that the State will enter directly into contracts with third parties for necessary handling, transport or disposal of hazardous materials (other than for mercury-containing lamps and PCB-containing ballasts) discovered by

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Contractor, as a part of such plan. If no hazardous materials are involved or affected, Contractor shall so assert.

The Investment Grade Audit shall present a detailed analysis and discussion of the Contractor's proposed ECMs at the State's facilities. It shall include a methodology for the calculation of the baseline energy use and a description of physical conditions, equipment counts, lighting audits, nameplate data, and control strategies prior to project implementation.

For each measure recommended, the Investment Grade Audit shall provide equipment counts, implementation costs, efficiency levels or performance characteristics of the equipment comprising the proposed measure, on-going maintenance costs, annual energy and cost savings, and the useful life of the measure. Projected energy savings must account for interaction among recommended measures.

There shall be a separate section in the comprehensive energy audit report for each building and an executive summary which lists all proposed ECMs with the implementation cost, estimated energy cost savings, useful life of the equipment, and the simple payback for each measure.

The report shall incorporate the following format:

**Changes from the Original Proposal** – provide a complete description of what changes have occurred from the original proposal to the completed Investment Grade Audit and explain why these changes were necessary. Include at a minimum for each ECM:

- Changes in quantities of equipment or fixtures,
- Changes in installation or equipment costs,
- Changes in equipment type and/or specifications,
- Changes in the implementation timeline, and
- Changes in the scope of work.

**Measure Descriptions** – provide a complete description of each proposed measure, which will include at a minimum:

- The proposed upgrade, replacement, or operational change;
- Existing equipment and fixture inventories;
- Waste recycling measures;
- Quantities, and make and model of all proposed new equipment;
- Interface between the proposed measure and existing equipment; and
- A cost and savings summary (Form E-2) and savings guarantees

**Operation and Maintenance Services and Responsibilities** – provide a complete description of the maintenance services that the Contractor will provide and a complete description of any maintenance actions for which the State will retain responsibility.

- Operation services to be performed by the Contractor
- Operation services to be performed by the State
- Training Services to be performed by the Contractor
- Maintenance services to be performed by the Contractor

- Maintenance to be performed by the State
- Repair response times and agreements

**Measurement and Verification Plan** – document the methods that will be used to calculate energy savings and convert them to cost savings, including the baseline that savings will be measured against and any provisions for modifying the baseline. Information to be provided includes:

- an energy baseline and the methodology used for the calculation of baseline energy consumption;
- the International Performance Measurement and Verification Protocol method to measure energy savings for each conservation measure and/or energy type after ECMs have been installed;
- the method to verify ECM compliance with requirements of standards of service and comfort;
- the method of determining guaranteed energy unit and cost savings and compliance with standards of service and comfort annually throughout the Term;
- the utility rate schedules to be used for calculating energy cost savings; and
- A clearly defined performance guarantee which indicates energy unit savings will be the basis of the guarantee and that guaranteed cost savings are extrapolated from the energy unit savings and baseline utility costs. Also include an outline of the process for reimbursing the state for any shortfall in the energy unit savings guarantee. In no instance will guaranteed cost savings be used as the sole condition for meeting the performance guarantee.

To establish the baseline, provide supporting documentation on:

- building physical condition;
- hours of use or occupancy;
- area of conditioned space;
- area of unconditioned space;
- inventory of energy consuming equipment or systems;
- energy consuming equipment operating conditions and loads; and
- standards of service and comfort observed (e.g. light levels and temperatures).

Describe the manner in which the Contractor shall secure the energy performance guarantee.

**Installation Schedule** – provide for each measure, a proposed implementation schedule with the following milestones:

- Design completed
- Permits
- Submittals (plans and specifications)
- Equipment/material acquisition
- Mobilization
- Installation
- Clean up
- Startup/testing, commissioning, initial Measurement and Verification
- Final inspection and project acceptance

- Post installation submittals
- Periodic Measurement and Verification, annual true-ups
- Training

**Subcontractor and Equipment Vendor/Brand Schedules** - provide a list of subcontractors (or possible subcontractors), and equipment brands and vendors.

**Compensation Schedule** - The Compensation Schedule should indicate any progress payments for construction through Project Acceptance and any regular payments after Project Acceptance for ongoing monitoring, operating, and maintenance services, if applicable.

**Environmental Impact** - Provide projected annual greenhouse gas reduction quantities for the total project based on the guaranteed energy savings. Utilize the following conversion coefficients in determining the gas reduction quantities for the type of energy indicated.

**Electricity Savings (MM = 1 million, 3,412 MMBtu/MWh)**

Carbon Dioxide	244.52 lb/MMBtu	834.31 lb/MWh
Sulfur Dioxide	0.53 lb/MMBtu	1.80 lb/MWh
Nitrous Oxides	0.21 lb/MMBtu	0.73 lb/MWh

Source: NH DAS, 2013

**#2 Oil (Sulfur content 0.5%, M = 1 million, 0.139 MMBtu/gal)**

Carbon Dioxide	161.27 lb/MMBtu	22.38 lb/gal
Sulfur Dioxide	1.022 lb/MMBtu	0.142 lb/gal
Nitrous Oxides	0.00187 lb/MMBtu	0.00026 lb/gal

**Natural Gas (MM = 1 million, 0.1 MMBtu/therm (100 ft<sup>3</sup>))**

Carbon Dioxide	116.98 lb/MMBtu	11.70 lb/therm
Sulfur Dioxide	0.00059 lb/MMBtu	0.000082 lb/therm
Nitrous Oxides	0.0022 lb/MMBtu	0.0003 lb/therm

**Propane (MM = 1 million, 0.09101 MMBtu/gal)**

Carbon Dioxide	139.05 lb/MMBtu	12.65 lb/gal
Sulfur Dioxide	0.0006 lb/MMBtu	0.00009 lb/gal
Nitrous Oxides	0.006 lb/MMBtu	0.0009 lb/gal

Sources:

EIA (2012). Voluntary Reporting of Greenhouse Gases Program Fuel Emission Coefficients.

EPA (2011). AP-42, Fifth Edition, Compilation of Air Pollutant Emission Factors, Volume 1: Stationary Point and Area Sources.

Standards of Service and Comfort for the State facilities shall be as follows:

In conditioned areas, space temperatures will be maintained between 68°F and 76°F dry bulb (please consult with each agency about range) during the heating season and scheduled occupied periods. In no instance shall the lowest temperature in the building fall below 68°F during occupied periods). These temperature requirements shall also apply to buildings that have central cooling systems. In buildings with ventilation systems, outside air cannot be reduced below the quantities found in ASHRAE standard 62.1-2016, "Ventilation for Acceptable Indoor Air Quality." Where control is available in office spaces, 20-60% relative humidity shall be maintained during periods scheduled for occupancy, or maintained at present building set points. Data centers shall have humidity settings that meet their own standards.

**STANDARD HOURS OF OPERATION**

<i>Agency/Building</i>	<i>Street</i>	<i>City</i>	<i>Zip Code</i>	<i>Square Footage</i>	<i>Usage Type</i>	<i>Area</i>	<i>Base Hours of Operation</i>
<i>General Services</i>							
<i>Emergency Operations Center</i>	<i>224 Sheep Davis Road</i>	<i>Concord</i>	<i>03301</i>	<i>67,644</i>	<i>Data Center</i>	<i>All</i>	<i>M-F (24hrs/day), COVID 19 (24hrs/day- 7 days/wk)</i>
						<i>Housekeeping</i>	<i>M-F 3:00 PM - 11:30 PM</i>
<i>Materials &amp; Research, DOT</i>	<i>5 Hazen Drive</i>	<i>Concord</i>	<i>03301</i>	<i>29,318</i>	<i>Office</i>	<i>All</i>	<i>M-F 6:00 AM - 4:00 PM</i>
						<i>Housekeeping</i>	<i>M-F 4:30 PM - 8:30 PM</i>
<i>Mechanical Services, DOT</i>	<i>226 Sheep Davis Road</i>	<i>Concord</i>	<i>03301</i>	<i>85,900</i>	<i>Repair Services</i>	<i>All</i>	<i>M-F 7:00 AM - 3:30 PM (Weekend Hours = Snowstroms etc.)</i>
						<i>Housekeeping</i>	<i>M-F 5:00 PM - 9:00 PM</i>
<i>Pillsbury Street - Old Labor</i>	<i>19 Pillsbury Street</i>	<i>Concord</i>	<i>03301</i>	<i>9,198</i>	<i>Office</i>	<i>All</i>	<i>M-F 7:00 AM - 4:30 PM</i>
						<i>Housekeeping</i>	<i>M-F 5:00 PM - 7:00 PM</i>
<i>Supreme Courthouse</i>	<i>1 Charles Doe Drive</i>	<i>Concord</i>	<i>03301</i>	<i>41,045</i>	<i>Courthouse</i>	<i>All</i>	<i>M-F 7:00 AM - 6:00 PM</i>
						<i>Housekeeping</i>	<i>M-F 6:00 AM - 3:00 PM</i>
<i>Walker Building</i>	<i>21 S. Fruit Street</i>	<i>Concord</i>	<i>03301</i>	<i>110,000</i>	<i>Office</i>	<i>All</i>	<i>M-F 8:00 AM - 4:30 PM</i>
						<i>Housekeeping</i>	<i>M-F 5:00 PM - 9:00 PM</i>

During unoccupied periods, the heating and/or cooling systems may be turned off. However, the systems must be so designed that before any high or low temperatures or humidity conditions that could damage equipment in the spaces can occur, the heating and/or cooling system will restart and control the temperature or humidity as required. In any case, temperatures must be restored to the 68°F - 76°F range by the start of the next occupied period.

Hot water to kitchen areas will be supplied at a temperature of 120°F. Domestic hot water for bathrooms, showers and hygiene purposes shall be delivered at a temperature between 85°F and 110°F. All other domestic hot water temperature requirements must meet applicable NH plumbing code standards.

Minimum lighting levels shall be in accordance with applicable Illumination Engineering Society (IES) standards for each type of space and activity as of the time of the Measure installation. It is recommended a sampling of light level readings be taken at various locations before considering lighting upgrade options. This will assure post-retrofit light levels will be adequate and that lighting upgrades will not be based on existing light levels which may be below or above IES standards.

The key personnel assigned responsibility for the conduct of the comprehensive energy audit shall be identified in writing prior to the commencement of the comprehensive energy audit, and shall be subject to the approval of the State. Proposed changes in the key personnel also shall be subject to State approval.

The State agrees to allow the Contractor access to its facilities during normal working hours for the purpose of gathering information required for the Investment Grade Audit and to cooperate with the Contractor in providing timely, complete, accurate, and pertinent information. If it has not already done so, the State shall furnish, or cause its energy suppliers to furnish, accurate and complete data concerning energy usage for the facilities for a recent 24-month period.

The Contractor agrees that this Investment Grade Audit shall be completed and delivered to the State within 8 weeks of the signing of this Agreement by both parties.

Within 15 business days of receipt of the Investment Grade Audit, the State may request in writing additional information about any proposed measures. In such event the Contractor agrees to provide, at no additional cost to the State, detailed engineering and financial calculations and to identify all assumptions and inputs underlying the recommended ECMs and services. The Contractor will submit the requested information within 15 business days of receipt of the request from the State. Upon receipt of the information from the Contractor, the State may, within 5 days of receipt of the initial response from the Contractor, request additional information about the recommended program. The Contractor shall have 10 days to respond to the second and any subsequent requests for information, and the State shall have 10 days to respond. These requests for information may involve attempts to resolve deficiencies in or material objections to the proposed Project. This process may continue until (a) the parties resolve the deficiencies and objections and the State accepts the comprehensive energy audit report; (b) the State and the Contractor mutually select an acceptable engineering firm to decide whether the recommended ECMs are feasible and the proposed costs and savings are reasonable; or (c) either party decides to pursue its legal rights in an appropriate forum. The State shall not be responsible for expenses incurred by the Contractor for providing additional information needed to clarify, review or modify the Investment Grade Audit after the initial presentation by the Contractor.

This Agreement in no way binds the State or the Contractor to enter into any future agreement for any purpose.

This Agreement shall become effective and binding upon approval by the New Hampshire Governor and Executive Council pursuant to RSA 4:15.

Contractor Initials <sup>OS</sup> JES  
Date 6/30/2021 | 11:24

## EXHIBIT C

### Payment Terms

1. The Investment Grade Audit shall be conducted at the Contractor's own expense, subject to Paragraph 3 below.
2. The Contractor shall be solely responsible for any and all costs incurred by the Contractor for work performed by the Contractor in preparation of the Investment Grade Audit prior to the Governor and Executive Council approval of this agreement. The State shall have no obligation to reimburse the Contractor for its expenses relating to the work performed in the preparation of the Investment Grade Audit prior to approval by the Governor and Executive Council.
3. If the State elects not to proceed after accepting the Contractor's Investment Grade Audit, or if the State and Contractor cannot agree on the contents or manner of incorporation of the Investment Grade Audit within 30 days after its submission, then this Agreement shall terminate and the State shall pay the Contractor \$50,358.00 as compensation for the preparation of the Investment Grade Audit, unless:
  - a. The Investment Grade Audit does not comply with the terms of the Agreement,
  - b. The total energy savings set forth in the Investment Grade Audit are less than 85% of the total energy savings proposed by the Contractor in its proposal, unless the quantity and scope of ECMs changes as a result of changes such as the following: different building operating assumptions provided by the State, addition or removal of ECMs from the project scope by the State, or changes in financial parameters as noted in item 3. c. below,
  - c. The net financial benefit set forth in the Investment Grade Audit is less than 85% of the net financial benefit proposed by Contractor in its proposal, unless changes in financial assumptions occur relative to those made in the RFP response, including factors such as the following: interest rate, finance term, energy rates, added M&V or O&M requirements, changes in building codes, added costs for scope not providing additional energy savings such capital improvements or architectural enhancements, and extended or phased construction schedule, or
  - d. An agreement between the Contractor and the State that provides for an alternative compensation arrangement.

In these events, the State shall have no obligation to reimburse the Contractor for the cost of preparing the Investment Grade Audit and may use any information contained in the report or implement any of its recommendations with no cost or obligation to the Contractor. All such documents prepared or furnished by Contractor pursuant to this Agreement are instruments of service. Such documents are not intended or represented to be suitable for reuse by the State or others on extensions of the proposed project or on any other project. Any reuse without written verification or adaptation for the specific purpose intended will be at the State's sole risk and without liability or legal exposure to Contractor, or to Contractor's independent professional associated or consultants. In addition, Contractor does not assume responsibility to the State for (i) any anticipated energy savings projections, or (ii) any claims relating to or arising from the installation of any recommendations contemplated by the work contained herein if the State selects another firm for the design and implementation of the ECMs or chooses to implement the ECMs with its own forces.

4. Payment shall be paid within thirty (30) days after receipt of invoice. Said payment shall be made by means of a check mailed to the address in Paragraph 1.4 of this contract. Upon such payment, the Investment Grade Audit shall be the property of the State.

5. If the total energy savings set forth in the Investment Grade Audit are within 15% of the Contractor's original proposal and the State enters into a Performance Contract with the Contractor based on the State's "Model Agreement for Guaranteed Energy Performance," the cost of the Investment Grade Audit shall be included in the cost of the Performance Contract.

Insert Certificate of Authority, SOS Authorization, Certificate of Insurance

*(Limited partnership, Limited liability professional partnership or LLC)*

**Certificate of Authority # 3**

**Limited Partnership or LLC Certification of Authority**

**I, Jarrett E. Simon**, hereby certify that I am an officer of

*(Name)*

Energy Systems Group, LLC, a limited liability partnership

*(Name of Partnership or LLC)*

under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization **shall remain valid for thirty (30) days** from the date of this Certificate.

**DATED:** July 22, 2021

**ATTEST:** Jarrett E. Simon  
Jarrett E. Simon  
Vice President

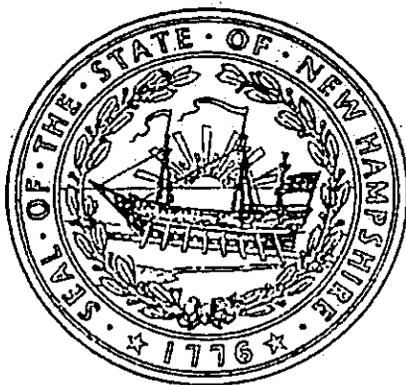
State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ENERGY SYSTEMS GROUP, LLC is a Indiana Limited Liability Company registered to do business in New Hampshire as VESCO - ENERGY SYSTEMS GROUP on April 05, 2013. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 689765

Certificate Number: 0005402264



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of July A.D. 2021.

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

William M. Gardner  
Secretary of State

Filed  
Date Filed: 04/05/2013  
Business ID: 689765  
William M. Gardner  
Secretary of State

# State of New Hampshire

Filing fee: \$ 50.00  
Fee for Form SRA: \$ 50.00  
Total fees: \$100.00  
Use black print or type.

Form FLLC-1  
RSA 304-C:175

## APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED LIABILITY COMPANY

PURSUANT TO THE PROVISIONS of the New Hampshire Limited Liability Company laws, the undersigned hereby applies for registration to transact business in New Hampshire and for that purpose submits the following statement:

FIRST: The name of the limited liability company is ENERGY SYSTEMS GROUP, LLC

SECOND: The name which it proposes to register and do business in New Hampshire is  
ENERGY SYSTEMS GROUP, LLC VESCO - Energy Systems  
Group

THIRD: It is formed under the laws of Indiana

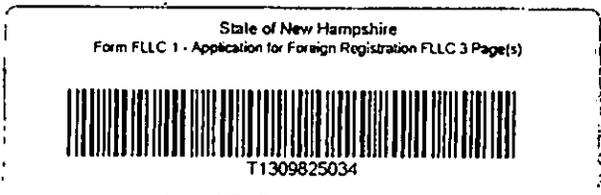
FOURTH: The date of its formation is May 21, 1997

FIFTH: The nature of the business or purposes to be conducted or promoted in New Hampshire is  
Performance Contracting Energy service Performance  
Contracting

SIXTH: The name of its registered agent in New Hampshire is CT Corporation System

and the street address, town/city (including zip code and post office box, if any) of its registered office is  
(agent's business address in New Hampshire) 9 Capitol Street, Concord, NH 03301

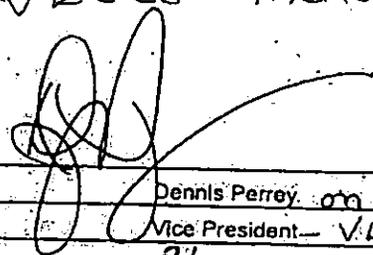
SEVENTH: The sale or offer for sale of any ownership interests in this business will comply with the requirements of the New Hampshire Uniform Securities Act (RSA 421-B).



APPLICATION FOR REGISTRATION AS A  
FOREIGN LIMITED LIABILITY COMPANY

Form FLLC-1

VESCO - member (Cont.)

\*Signature:   
Print or type name: Dennis Perrey on behalf of VESCO  
Title: Vice President - VESCO  
Date signed: 2/21/13 3:15

Complete address of person signing: 4655 Rosebud Lane  
Newburgh, IN 47630

To receive your ANNUAL REPORT REMINDER NOTICE by email, please enter your email address here:  
licensing@energysystemsgroup.com

\* Shall be executed on behalf of the foreign limited liability company by a person with authority to do so under the laws of the state or other jurisdiction of its formation, or, if the foreign limited liability company is in the hands of a receiver, executor, or other court appointed fiduciary, trustee, or other fiduciary, it must be signed by that fiduciary.

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Mail fees, DATED AND SIGNED ORIGINAL AND FORM SRA to: Corporation Division, Department of State, 107 North Main Street, Concord NH 03301-4989. Physical location: 25 Capitol Street, 3<sup>rd</sup> Floor, Concord, NH 03301.

**Form SRA – Addendum to Business Organization and Registration Forms  
Statement of Compliance with New Hampshire Securities Laws**

**Part I – Business Identification and Contact Information**

Business Name: Energy Systems Group, LLC

Business Address (include city, state, zip): 4655 Rosebud Lane, Newburgh, IN, 47630

Telephone Number: (812) 471-5000 E-mail: licensing@energysystemsgroup.com

Contact Person: Dennis Perrey

Contact Person Address (if different): \_\_\_\_\_

**Part II – Check ONE of the following items in Part II. If more than one item is checked, the form will be rejected. [PLEASE NOTE: Most small businesses registering in New Hampshire qualify for the exemption in Part II, Item 1 below. However, you must insure that your business meets all of the requirements spelled out in A), B), and C):**

1.  Ownership interests in this business are exempt from the registration requirements of the state of New Hampshire because the business meets ALL of the following three requirements:  
 A) This business has 10 or fewer owners; and  
 B) Advertising relating to the sale of ownership interests has not been circulated; and  
 C) Sales of ownership interests – if any – will be completed within 60 days of the formation of this business.
2.  This business will offer securities in New Hampshire under another exemption from registration or will notice file for federal covered securities. Enter the citation for the exemption or notice filing claimed - \_\_\_\_\_
3.  This business has registered or will register its securities for sale in New Hampshire. Enter the date the registration statement was or will be filed with the Bureau of Securities Regulation - \_\_\_\_\_
4.  This business was formed in a state other than New Hampshire and will not offer or sell securities in New Hampshire. !!!

**Part III – Check ONE of the following items in Part III:**

1.  This business is not being formed in New Hampshire.
2.  This business is being formed in New Hampshire and the registration document states that any sale or offer for sale of ownership interests in the business will comply with the requirements of the New Hampshire Uniform Securities Act.

**Part IV – Certification of Accuracy**

(NOTE: The information in Part IV must be certified by: 1) all of the incorporators of a corporation to be formed; or 2) an executive officer of an existing corporation; or 3) all of the general partners or intended general partners of a limited partnership; or 4) one or more authorized members or managers of a limited liability company; or 5) one or more authorized partners of a registered limited liability partnership or foreign registered limited liability partnership.)

I (We) certify that the information provided in this form is true and complete. (Original signatures only)

Name (print): VESCO - MEMBERS Signature: [Signature]  
VP Date signed: 2/2/13

Name (print): \_\_\_\_\_ Signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

Name (print): \_\_\_\_\_ Signature: \_\_\_\_\_

Date signed: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/30/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> McGriff Insurance Services, Inc. P.O. Box 10265 Birmingham, AL 35202	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 800-476-2211	FAX (A/C, No):
	<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> CenterPoint Energy, Inc., including Energy Systems Group, LLC 9877 Eastgate Court Newburgh, IN 47630	<b>INSURER A :</b> Everest National Insurance Company	
	<b>INSURER B :</b> Associated Elec. & Gas Ins Svcs Ltd (AEGIS) AA-	
	<b>INSURER C :</b> See Attached	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
<b>INSURER F :</b>		

COVERAGES      CERTIFICATE NUMBER: Y6VQ4L37      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD Y/YD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> There is no XCU exclusion  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		EN4GL00088201	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 Fire Damage (any one fire) \$ 100,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	WLR67824805 (AOS) SCFC8782488A (W) WLR67824842 (AZ, CA, MA)	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Commercial Property - All Risk		POS834002P	10/01/2020	10/01/2021	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: RFP # 2021-254; Performance Contract for six (6) state-owned facilities in Concord, NH. Property Coverage: Replacement Value.

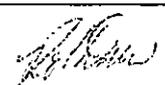
### CERTIFICATE HOLDER

NH Department of Administrative Services  
 25 Capitol Street  
 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



## CenterPoint Energy, LLC – Additional Casualty Terms and Conditions

### COMPENSATION AND EMPLOYERS LIABILITY POLICY:

#### Waiver of Subrogation

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.) This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

### DESIGNATED ORGANIZATION SCHEDULE:

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

### GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES:

#### Additional Insured

It is agreed that the unqualified word Insured whenever used includes any person or organization that the Named Insured is obligated to include as an additional Insured under this policy under contract or agreement prior to an "occurrence". However, the limit of liability and coverage available to any person or organization included as an additional Insured shall be no greater than as agreed to under contract or agreement, and subject always to the terms, conditions and limit of liability of this policy. Notwithstanding the provisions of the Blanket Additional Insured Endorsement, the coverage afforded to any person or organization included as an additional Insured will be primary insurance, without contribution from any valid and collectible insurance of such additional Insured, but only to the extent required by any contractual undertaking or agreement by the Named Insured.

#### Waiver of Subrogation

It is understood and agreed that the Company shall waive its rights of recovery against any person or organization but only if the Named Insured is obligated to effect such waiver, and only to the extent of such obligation, under any contractual undertaking or agreement prior to an "occurrence". This waiver does not apply in any jurisdiction or situation where such waiver is held to be illegal or against public policy.

**EXCESS LIABILITY POLICY:**

**Additional Insured**

**INSURED:** Each of the following shall be an "INSURED" under this policy to the extent set forth below:

- (1) the NAMED INSURED;
- (2) any person or organization, other than the NAMED INSURED, to such extent and for such limits of liability (subject always to the terms and Limits of Liability of this POLICY) as the NAMED INSURED has agreed in writing prior to an OCCURRENCE to provide insurance for such person or organization, except:
  - (a) any organization acquired or formed by the NAMED INSURED after the inception of the POLICY PERIOD;
  - (b) where such other person or organization has assumed the liability of the "INSURED" under contract; or
  - (c) where such other person or organization is engaged in a JOINT VENTURE with the NAMED INSURED in which the NAMED INSURED is not the operator or managing partner;

**WAIVER OF SUBROGATION**

**Subrogation**

- (1) The COMPANY shall have no right of recovery against any person or organization with respect to any OCCURRENCE to the extent that the INSURED has agreed with such person or organization before the OCCURRENCE to:
  - (a) waive its right of recovery against such person or organization; or
  - (b) reimburse such person or organization for the cost attributable to such person's or organization's liability for any OCCURRENCE caused in whole or in part by such person or organization.

CenterPoint Energy, Inc., including Energy Systems Group, LLC  
Workers' Compensation Insurers

Company

Policy Number

Indemnity Insurance Company of North America (43575)

WLRC67824805 (AOS)

ACE Fire Underwriters Insurance Company (20702)

SCFC6782488A (WI)

ACE American Insurance Company (24147)

WLRC67824842 (AZ, CA, MA)

**Commercial Property – All Risk:**

**Limits:**

**Limit of Liability: \$100,000,000**

**Deductibles: \$25,000 PD; 3,000,000 / 10 Days; 10 times the average daily value BI**