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STATE OF NEW HAMPSHIRE

COMMISSIONER
Jared S. Chicoine

DEPUTY COMMISSIONER
Christopher J. Ellms, Jr.

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DEPARTMENT OF ENERGY
21 S. Fruit St., Suite 10
Concord, N.H. 03301-2429

December 20, 2023

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

REQUESTED ACTION

Pursuant to RSA 365:37, authorize the New Hampshire Department of Energy (Department) to enter into a contract with ICF Resources, L.L.C., of Reston, Virginia, Vendor #478005, for an amount not to exceed $667,165, to provide expertise in quantitative research to conduct a benchmark survey that will assess the current state of awareness and understanding by New Hampshire energy consumers of the benefits of energy efficiency, effective upon Governor and Executive Council approval through November 30, 2025, with the option to renew for up to two additional years with Governor and Executive Council approval. **Funding is 100% Other.**

Funding will be available pursuant to RSA 365:37 in the account, General Consultants, as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

	FY 24	FY25	FY26	Total
02-52-52-520010-13820000-046-500464:	$250,430	$250,430	$166,305	$667,165

EXPLANATION

The Department respectfully requests authority to enter into a contract in an amount not to exceed $667,165 with ICF Resources, L.L.C., a consulting firm that has significant expertise in the benefits of energy efficiency.

The Department issued a Request for Proposals (RFP) on July 27, 2023. The notice of the RFP was published in the Union Leader for three days and was posted on the Department's website and the procurement website at the Department of Administration. The Department received six responses to its RFP. An evaluation team made up of Amanda Noonan, the Consumer Services Director; Elizabeth Nixon, the Electric Director; and Paige Relf, a Program Specialist II reviewed the six RFP responses. One proposal was deemed incomplete and, therefore, not evaluated. ICF Resources, L.L.C. was determined to be the highest scoring qualified proposal.

No General Funds are requested for this contract. Funds will be collected pursuant to 365:37, which permits the Department to obtain experts and assess the costs to the regulated electric utilities who are mandatory parties to the proceeding.

Your consideration of this request is appreciated.

Respectfully submitted,

Jared S. Chicoine
Commissioner

RFP #2023-016					
Scoring Team Member:				Date of Review:	
Bidder:	Broadreach Public Relations, LLC	Cookson Communications	Güd Marketing, Inc.	ICF Resources, L.L.C.	Millenium Agency
Employee and Subcontractor Qualifications: Qualifications, technical expertise, certifications, and knowledge and practical experience that the organization or individual possesses, including that of the staff and any subcontractors proposed to be assigned to the engagement, providing services directly relevant to the specified scope of services. (Maximum Point Score: 15)	13	12	14	15	13
Proposed Scope of Work: Clarity and appropriateness of proposed approach to development and implementation of a public education campaign, prioritization and coordination of initiatives, proposed allocation of resources and time for critical tasks, proposed scope of work, and detailed project schedule for completion of the work within the contract period. (Maximum Point Score: 25)	19	22	21	25	21
Experience: Experience and qualifications in providing similar services, including communication strategy, marketing and development and implementation of statewide or broad-based public education campaigns, in New Hampshire as well as other states, and the ability to perform all major disciplines necessary to develop and implement the scope of work (Maximum Point Score: 25)	21	23	25	25	22
Budget: Shows fiscal responsibility, reasonableness of services and costs, including the hourly rates and the number of hours allocated to the project, and an understanding of available project funds. (Maximum Point Score: 20)	9	10	9	11	20
Responsiveness to RFP: Overall responsiveness to the requirements of the RFP, including completeness, clarity, and quality of proposal. (Maximum Point Score: 15)	10	13	10	14	10
Total Score	72	80	79	90	86
Price	$798,425	$705,474	$800,000	$667,165	$369,500

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 Department of Energy		1.2 State Agency Address 21 S. Fruit St., Ste. 10, Concord, NH 03301	
1.3 Contractor Name ICF Resources, L.L.C.		1.4 Contractor Address 1902 Reston Metro Plaza, Reston, VA 20190	
1.5 Contractor Phone Number 978-973-3517	1.6 Account Unit and Class 13820000-500464	1.7 Completion Date November 30, 2025	1.8 Price Limitation $667,165
1.9 Contracting Officer for State Agency Amanda O. Noonan		1.10 State Agency Telephone Number 603-271-2431	
1.11 Contractor Signature Joseph McGrath Date: Nov 16 2023		1.12 Name and Title of Contractor Signatory Joseph McGrath, Senior Director, Contracts	
1.13 State Agency Signature Jared C. Date: 11/30/23		1.14 Name and Title of State Agency Signatory Jared S. Chicoine, Commissioner	
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: Christopher G. Aslin On: 12/5/2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials JM
Date 11-16-23

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials

Date 11-14-23

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials JGC
Date 11-16-23

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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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 hereof.

Contractor Initials AG

Date 11-16-23

EXHIBIT A

SPECIAL PROVISIONS

1. The Contractor agrees to maintain confidential all information to which it has access until such time as it is instructed otherwise by the Department.

2. In accordance with the provisions of RFP 2023-016, the contract term may be extended by up to two additional years to conduct the same or similar work and the not-to-exceed amount may be increased, all at the sole option of the State, contingent upon satisfactory contractor performance, projected requirements for similar consulting services, and Governor and Executive Council approval.

3. In accordance with New Hampshire Executive Order No. 2023-05, boycotting Israel shall be grounds for termination of the contract.

EXHIBIT B

SCOPE OF SERVICES

The Contractor will be hired and supervised by the Department to perform the consulting work, and will work at the direction of, and in consultation with, the Department. The Contractor will be expected to work collaboratively with the Department to design and develop a public education campaign that will improve knowledge and understanding of energy efficiency, how various energy efficiency measures work, how energy efficiency benefits not just individual New Hampshire energy consumers but all New Hampshire energy consumers, and how to engage in energy efficiency activities.

The Contractor will work with the Department to identify a vision for the campaign and will provide the strategy for achieving that vision, identify the target audiences, define how to best reach those audiences, and develop the messaging to support the project goal. The Contractor will act as the project manager and be responsible for the implementation of the campaign. Annual funding for this initiative is limited, and prioritization of initiatives and a phased in approach will be necessary to ensure the most effective use of funds. The Contractor shall provide anticipated time-horizons for the different elements of this multi-year campaign.

Specific tasks will include but would not be limited to:

- Identification of the communication channels and tactics best suited to reach the different target audiences and the development of content and messaging for each communication channel and each audience.
- Creation of website content around what energy efficiency is, how various energy efficiency measures work, the benefits for individual New Hampshire energy consumers and all New Hampshire energy consumers, and how consumers can access and engage in energy efficiency activities.
- Creation of other collateral material to support the campaign, which may include short form video, storytelling, etc.
- Creation of a resource library, which could include a calendar of statewide events that promote energy efficiency.

The Contractor shall conduct an initial project scoping meeting with the Department. Subject to continued funding, the Department anticipates this will be a two-year engagement with the possibility of an extension for a third year at the discretion of the Department and subject to Governor and Executive Council approval. As annual funding for the campaign is limited, the purpose of the meeting is to review and refine the scope, tasks and project approach requirements; review the prioritization of the deliverables; establish a project plan, with key deliverables and milestone dates; and establish project management and communication protocols to ensure that the information needs of both the Department and the Contractor are satisfied.

In the process of preparing each deliverable, the Contractor will work closely with Department to facilitate input and feedback. The work of the Contractor will be subject to an evaluation of progress achieved against the above-mentioned scope and tasks to take place after completion of the key deliverables identified during the meeting to discuss the scope of the project.

EXHIBIT C

CONTRACT AMOUNT, TERMS AND METHODS OF PAYMENT

1. Estimated Budget: ICF Resources, L.L.C. (Contractor) will charge for professional consulting services for time involved and expenses incurred for an amount not to exceed $667,165. Contractor shall provide labor for the services described in Exhibit B at the following hourly rates:

Labor Category	Labor Rate Year 1 ($/hour)	Labor Rate Year 2 ($/hour)
Junior Analyst	$78.17	$80.91
Analyst	$92.74	$95.99
Technical Specialist	$118.10	$122.23
Senior Technical Specialist	$127.69	$132.16
Manager I	$144.65	$149.71
Manager II	$162.66	$168.35
Senior Manager	$174.10	$180.19
Billing Specialist	$188.42	$195.01
Associate Director	$202.35	$209.43
Director	$229.86	$237.91
Senior Director	$258.49	$267.54
Executive Director	$294.12	$304.41
Partner	$327.78	$339.25

In addition, Contractor may expend and be reimbursed for travel in an amount of $1,085, video production in the amount of $20,997, and media buys in the amount of $386,612, all subject to preapproval by the Department. These budgeted amounts may be adjusted by the Department in its sole discretion in order to accommodate completion of the work within the price limitation below.

2. Price Limitation: The contract shall not exceed $667,165.

3. Method of Payment: Payment to be made on satisfactory completion of the assigned work on the basis of monthly invoices reviewed and approved by the Department. All invoices shall be supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of out-of-pocket expenses incurred for travel, video production, and media buys along with copies of receipts. Invoices shall provide adequate back up including the dates and hours worked per individual during the month and the detailed description of the service provided during those hours. Invoices shall be submitted by email to Amanda Noonan at amanda.o.noonan@energy.nh.gov or mailed to her attention at Business Office, New Hampshire Department of Energy, 21 South Fruit Street, Suite 10, Concord, New Hampshire 03301-2429.

Contractor Initials [illegible]
Date 11-16-23

Payments hereunder are contingent upon the availability of funds collected pursuant to RSA 374-F, VI-a(a)(1), allocated under RSA 374-F, VI-a(b), and assessed pursuant to RSA 365:37. The Department shall assess the costs of the contract to the appropriate party(ies) and, upon payment of the assessment, shall process payment to the Contractor.

Contractor Initials
Date 11-15-16

State of New Hampshire
Department of State

CERTIFICATE OF EXISTENCE

OF

ICF RESOURCES, L.L.C.

This is to certify that **ICF RESOURCES, L.L.C.** is registered in this office as a **Delaware Limited Liability Company** to transact business in New Hampshire on 10/30/2023 11:15:00 AM.

Business ID: **945772**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of October A.D. 2023.

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name:	ICF RESOURCES, L.L.C.	Business ID:	945772
Business Type:	Foreign Limited Liability Company	Business Status:	Good Standing
Business Creation Date:	10/30/2023	Name in State of Formation:	ICF RESOURCES, L.L.C.
Date of Formation in Jurisdiction:	02/17/1989		
Principal Office Address:	1902 Reston Metro Plaza, Reston, VA, 20190, USA	Mailing Address:	1902 Reston Metro Plaza, Reston, VA, 20190, USA
Citizenship / State of Formation:	Foreign/Delaware		
		Last Annual Report Year:	N/A
		Next Report Year:	2024
Duration:	Perpetual		
Business Email:	legal@icf.com	Phone #:	703-934-3000
Notification Email:	legal@icf.com	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / 541611 - Administrative Management and General Management Consulting Services	

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Principals Information

Name/Title	Business Address
James Morgan / Manager	1902 Reston Metro Plaza, Reston, VA, 20190, USA

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name:	C T Corporation System
Registered Office Address:	2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA
Registered Mailing Address:	2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
No records to view.			

Filing History Address History View All Other Addresses Name History Shares

Businesses Linked to Registered Agent Return to Search Back

ICF RESOURCES, L.L.C.
ASSISTANT SECRETARY CERTIFICATE

The undersigned, Rosemarie Jones, hereby certifies:

I am the duly elected and appointed Assistant Secretary of ICF Resources, L.L.C., a Delaware Limited Liability Company (the "Company"), and in that capacity I have access to the company records, minute books and tax records of the Company, and am familiar with the matters therein contained and herein certified.

ICF International, Inc., a Delaware corporation, is the ultimate parent company (the "Parent") to multiple subsidiaries worldwide (the "ICF Companies"), including ICF Resources, L.L.C.

Pursuant to resolutions adopted and approved by the Parent's Board of Directors, such Board expressly granted and delegated defined authorities to one or more senior executives of the Parent, who are empowered to further delegate signature and other operational authority for the ICF Companies.

ROBERT TOTH has been duly elected and appointed Senior Vice President, Contracts and Administration of the Company, has been duly authorized to bind the Company to terms and conditions of bids, proposals, contracts and other actions by the authorized senior management of the Company, has authority to sign any and all documents necessary to complete the aforementioned, and such authorization is presently in full force and effect.

ROBERT TOTH is authorized to delegate authority to authorize other Company officials to bind the Company to terms and conditions of bids, proposals, contracts, and other specific actions related to RFP #2023-016 – Outreach and Education Consultant ("Matter") with the State of New Hampshire Department of Energy ("Company Client").

ROBERT TOTH has delegated his signature authority and authority to bind the Company regarding the Matter to Joseph McGrath, Sr Director, Contracts. Mr. McGrath is duly authorized to sign on behalf of the Company regarding the Matter. This Assistant Secretary Certificate is valid solely with respect to this Matter and this Company Client.

This authority is valid thirty (30) days prior to and remains valid for thirty (30) days from the date of this Certificate of Authority. It is understood that the State of New Hampshire will rely on this certificate as evidence that the persons listed above currently occupy the positions indicated and that they have full authority to bind the Company. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

IN WITNESS WHEREOF, I have executed this Assistant Secretary Certificate on this 27th day of November, 2023.

Rosemarie Jones, Assistant Secretary
ICF Resources, L.L.C.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 11/10/2023

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).

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURED
ICF Resources LLC
1902 Reston Metro Plaza
Reston VA 20190 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Great Northern Insurance Co.	20303
INSURER B:	Federal Insurance Company	20281
INSURER C:	ACE American Insurance Company	22667
INSURER D:	Continental Casualty Company	20443
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 570102666038 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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Prod-Comp/Op Incl. in Genl Agg X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			35812409 Package - Domestic	07/01/2023	07/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			7352-29-55 Automobile - All States	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		71754337 Workers Compensation	07/01/2023	07/01/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
D	E&O - Miscellaneous Professional-Primary			652011911 E&O Includes Cyber	07/01/2023	07/01/2024	Each Claim Overall Policy Agg.	$3,000,000 $3,000,000

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

State of New Hampshire is included as Additional Insured, as their interests may appear as respects to General Liability, and Automobile Liability.

As respects General Liability, Automobile Liability and Workers' Compensation, A waiver of subrogation is included, but only to the extent permitted by law.

CERTIFICATE HOLDER

Department of Energy
21 S. Fruit Street.,
Suite 10
Concord, NH 03301 USA

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

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570102666038

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