

COMMISSIONER
Jared S. Chicoine

STATE OF NEW HAMPSHIRE

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DEPARTMENT OF ENERGY

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

April 23, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
New Hampshire State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Energy (Department) to enter into a contract with GDS Associates, Inc. (GDS), Bedford, NH, Vendor #171472, in an amount not to exceed \$27,000 to conduct technical monitoring of projects funded under the Department’s School Energy Efficiency Development (SEED) Grant Program, effective upon Governor and Executive Council approval, through September 30, 2026. **100% Federal Funds.**

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

02-52-52-520510-63940000-102-500731	<u>FY 2025</u>
Contracts for Program Services	\$27,000

EXPLANATION

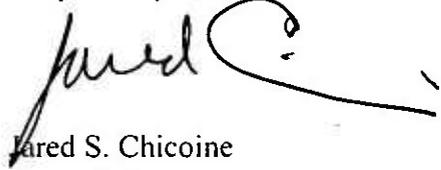
The Department respectfully requests approval to enter into a contract in an amount not to exceed \$27,000 with GDS to conduct technical monitoring services for three projects funded through the SEED Grant Program. The SEED Grant Program offers competitive grant funding to public schools for the implementation of energy efficiency projects. GDS will conduct periodic site inspections for the purposes of quality control, program compliance, and to observe and interview workers regarding project health and safety. GDS will also submit reports to the Department to document project progression and document the energy savings effectiveness of the implemented measures.

The Department issued a Request for Proposals on August 1, 2024, RFP #2024-010, seeking proposals from qualified professionals to serve as the technical monitor for the SEED Grant Program. Proposals were accepted until December 24, 2024. The Department received two proposals which were reviewed and scored by an Evaluation Team made up of five State employees. GDS received the highest score of 97.

Her Excellency, Governor Kelly A. Ayotte
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In the event Federal Funds are no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jared S. Chicoine", with a large, stylized flourish at the end.

Jared S. Chicoine
Commissioner

RFP #2024-010 School Energy Efficiency Development (SEED) Grant Program Technical Monitor		Date of Review: 1/7/25
Scoring Team Member: Emily Tomasi, Renewable Energy Fund Program Specialist, Alexis LaBrie, Grants Program Coordinator, Brittney Mitchell, Weatherization Program Specialist, Lucia Roth, State Energy Program Associate, and Megan Stone, Legislative Liaison		
Bidder:	Weston & Sampson	GDS Associates, Inc.
Quality and Clarity of Proposal: Overall responsiveness to the requirements of the RFP, including completeness, clarity, and quality of proposal. (Maximum Point Score: 15)	11	14
Essential Proposal Requirements: Proposer meets all eligibility requirements, general requirements and conditions, and proposal submission requirements. (Maximum Point Score: 10)	8	10
Qualifications of Proposer: The proposer has provided work experience, references, and description of the Technical Monitor. (Maximum Point Score: 15)	10	15
Relative Project Experience: The proposer has relative project experience to the proposed project. (Maximum Point Score: 35)	25	35
Confidence in Proposer's Ability to Meet General Requirements and Conditions (Maximum Point Score: 10)	6	10
Budget: Shows fiscal responsibility and understanding of available project funds. (Maximum Point Score: 15)	12	13
Total Score (Out of 100)	72	97
Price (Total Amount Proposed)	\$9,000 (Proposal for 1 project)	Not to Exceed \$27,000 (Proposal for 3 projects)
Funding	No	Yes

FORM NUMBER P-37 (version 2/23/2023)

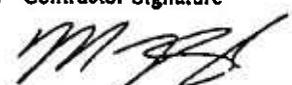
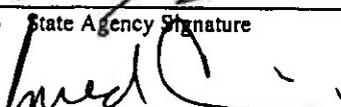
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 GDS Associates, Inc.		1.4 Contractor Address 15 Constitution Drive, Ste. 1E, Bedford, NH 03110	
1.5 Contractor Phone Number 603-656-0336	1.6 Account Unit and Class 63940000-102	1.7 Completion Date September 30, 2026	1.8 Price Limitation \$27,000
1.9 Contracting Officer for State Agency Lucia Roth, Program Specialist		1.10 State Agency Telephone Number 603-271-0843	
1.11 Contractor Signature  Date: 3/18/2025		1.12 Name and Title of Contractor Signatory Matthew Siska, Principal	
1.13 State Agency Signature  Date: 3/20/25		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:  On: 4/4/2025			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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.

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.

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.

EXHIBIT A

SPECIAL PROVISIONS

1. The legally binding and enforceable documents under this contract include 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards); 10 CFR 420 (State Energy Program); and the New Hampshire State Energy Program Bipartisan Infrastructure Law Special Terms and Conditions. The New Hampshire Department of Energy (Department) reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds, disbarment of Contractor personnel, suspension and/or disbarment of Contractors, their employees and/or subcontractors from present or future contracts, and such other legal remedies as determined to be appropriate by the New Hampshire Department of Justice in the enforcement of rules and regulations pertaining to the State Energy Program Bipartisan Infrastructure Law.
2. GDS Associates, Inc. hereinafter "the Contractor," agrees to provide services to implement the School Energy Efficiency Development (SEED) Grant Program Technical Monitor Grant as detailed in the scope of work.
3. The costs charged under this contract shall be determined as allowable under the cost principles detailed in 2 CFR 200 Subpart E – Cost Principles.
4. Program and financial records pertaining to this contract shall be retained by the Contractor for three years from the date of submission of the final expenditure report or, for awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, as stated in 2 CFR 200.334-338 – Retention Requirements for Records.
5. The Department shall have the right to issue periodic notices, memos, and updated reporting forms and information which shall become binding documents for the Department and Contractor under this contract.
6. Contractor shall notify Department of any media inquiries and responses and copies of published media clippings and broadcasts. The Department shall have the right to participate in any meetings with media.
7. The Department shall have the right to publicize progress of this program.
8. Contractor shall not begin billable work until approval of a final budget by the Department. The Department at any time, in its sole discretion, may terminate the contract or postpone or delay all or any part of this contract, upon written notice.
9. **RESTRICTION ON ADDITIONAL FUNDING.** It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining

additional Federal funds under any other law of the United States, except if authorized under that law.

10. COPELAND ANTI-KICKBACK ACT. All contracts and sub-grants in excess of \$2,000.00 for construction or repair shall comply with Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Contractor, subcontractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The sub-contractor should report all suspected violations to the Department.
11. PROCUREMENT. Sub-Contractor shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards).
12. CLOSE OUT OF CONTRACT. All final required reports and reimbursement requests shall be submitted to the State within 60 days of the completion date (Agreement Block 1.7).
13. STATE INSPECTION: Without limiting the rights established under paragraphs 7 and 9 of the general provisions, between the Effective Date and the Completion Date, the Contractor shall grant to the State and the United States Department of Energy (U.S. DOE), or any person designated by them, the ability to inspect project and program sites, interview workers, and inspect and monitor financial payroll records and transactions. Contractor shall provide the Department and U.S. DOE, or any person designated by them, with access to all administrators, vendors, facilities, work sites, employees of the Contractor(s), financial or other records, and assistance to ensure their safety and convenience for the performance of site visits and evaluations.
14. These provisions flow down to all sub-grantee and/or sub-contractor(s).
15. This is not a Research and Development (R&D) award. The Department's indirect cost rate is 25.1 percent.
16. Prohibition on Boycotting Israel

For the purposes of this Section, the terms shall be defined as follows:

"Boycotting Israel" means engaging in refusals to deal, terminating business activities, or other similar commercial actions intended to limit commercial relations with persons doing business in Israel or in Israeli-controlled territories when the actions are taken (1) in compliance with or adherence to calls for a boycott of Israel other than those boycotts to which Pub. L. No. 96- 78, § 8, 93 Stat. 522 (1979) applies; or (2) in a manner that

discriminates on the basis of nationality, national origin, or religion that is not based on a legitimate business reason.

If the State receives evidence that the Contractor is Boycotting Israel, the State shall determine whether the Contractor is Boycotting Israel. A statement indicating that the Contractor engaged in an action of Boycotting Israel or has taken any action of Boycotting Israel at the request, in compliance with, or in furtherance of calls to boycott Israel, may be considered as one type of evidence that the Contractor is, or has been, participating in act of Boycotting Israel. An expressive activity, alone, directed at a specific person or a governmental action may not be considered evidence of an action of Boycotting Israel.

A determination by the State that the Contractor is engaged in an action of Boycotting Israel constitutes an Event of Default.

17. During the duration of the contract the Contractor and any subcontractors must maintain a valid and active Unique Entity Identifier (UEI) registration in SAM.gov.

EXHIBIT B

SCOPE OF SERVICES

1. The Contractor agrees to work in consultation with, and at the direction of, the Department to oversee and ensure the implementation of the SEED Grant program funded projects (Projects) for the 2024-2025 award period.
2. The Contractor shall:
 - a. Perform periodic inspections of the Projects for purposes of quality control; program compliance; and to observe and interview workers regarding project health and safety.
 - b. Assist the Department to ensure Projects regulations are followed, including, but not limited to ensuring that:
 - i. All appropriate measures are included on work orders;
 - ii. Installed measures are allowed, effective, and of good quality workmanship;
 - iii. Installed measures are relative to the work plan; and
 - iv. All installed measures meet New Hampshire building codes and best practices.
 - c. Meet with the Project manager for further Project details, following the Technical Monitor's selection.
 - d. Write and submit reports to the Department following all Project inspections.
 - i. All reports will include photographs that visually document Project progress.
 - ii. At a minimum, site visits will be conducted before the Project begins and at the Project's conclusion.
 - iii. An all-encompassing final report on the Projects for the grant period will need to be submitted to the Department on or before October 15, 2026. Final reports will include a description on the quality of work, the scope of work completed, energy savings effectiveness of the implemented measures, and pictures documenting project completion.
 - e. As necessary, make additional site evaluations in the event of a poor project report.
3. The Contractor will be supervised by the Department State Energy Program Manager.
4. The Contractor will work in collaboration with the Department's Davis-Bacon and Related Acts (DBRA) selected contractor, as needed.

EXHIBIT C

PAYMENT TERMS

1. This Contract commences upon approval by Governor and Executive Council and concludes on September 30, 2026.
2. In consideration of the satisfactory performance of the obligations described in Exhibit B, the State agrees to pay an amount not to exceed \$27,000 (Contracted Amount) to the Contractor pursuant to the terms and conditions specified in this Exhibit C.
3. Payment to the Contractor is on a cost-reimbursement basis. Drawdowns from the total Contracted Amount will be paid to the Contractor only after written documentation is submitted to the Department. Disbursement of the Contracted Amount shall be made in accordance with the procedures established by the State and limited to minimum amounts needed; and be timed to be in accordance with the actual, immediate cash requirements of the Contractor in carrying out the purpose of the program. The Contractor must make timely payments to (sub)contractors in accordance with the contract provisions. The Department will accept a monthly payment request if the Contractor so chooses. Final invoicing is due to the Department by October 15, 2026.
4. Costs incurred prior to final grant agreement approval by the Governor and Executive Council are not eligible for reimbursement.
5. Each reimbursement request shall provide a detailed listing of project expenses incurred with supporting documentation, which will include time traveled, cost of each visit, price per hour, and any other cost relative to services to conduct oversight of the project(s). The Contractor shall document all project expenditures for which reimbursement is requested with appropriate back-up documentation, including, but not limited to, receipts, invoices, bills, and other similar documents for all project vendors, contractors, and subcontractors.
6. All obligations of the State, including the continuance of any payments, are contingent upon the availability and continued appropriation of federal funds for the services to be provided.

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT D

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
ALTERNATIVE I - FOR CONTRACTORS OTHER THAN INDIVIDUALS**

**U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
U.S. DEPARTMENT OF EDUCATION - CONTRACTORS
U.S. DEPARTMENT OF AGRICULTURE - CONTRACTORS
U.S. DEPARTMENT OF LABOR
U.S. DEPARTMENT OF ENERGY**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by Contractors (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a Contractor (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Lucia Roth, State Energy Program Manager
New Hampshire Department of Energy, 21 South Fruit Street, Suite 10, Concord, NH 03301

- (A) The Contractor certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT E

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

CERTIFICATION REGARDING LOBBYING

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
U.S. DEPARTMENT OF EDUCATION - CONTRACTORS
U.S. DEPARTMENT OF AGRICULTURE - CONTRACTORS
U.S. DEPARTMENT OF LABOR
U.S. DEPARTMENT OF ENERGY

Programs (indicate applicable program covered):

- Low-Income Home Energy Assistance Program
Weatherization Program
State Energy Program Bipartisan Infrastructure Law

Contract Period: Upon G&C approval through September 30, 2026

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

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

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

Contractor Representative Signature: Matthew Siska, Principal
Contractor's Representative Title

Contractor Name: GDS Associates, Inc. Date: March 18, 2025

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT F

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

- (1) By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, may terminate this transaction for cause or default.
- (4) The prospective primary participant shall provide immediate written notice to the Department to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- (7) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the Department may terminate this transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd**

*Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions*

- (11) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l) (b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (12) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

*Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions
(To Be Supplied to Lower Tier Participants)*

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

 Contractor Representative Signature	Matthew Siska, Principal Contractor's Representative Title
GDS Associates, Inc. Contractor Name	March 18, 2025 Date

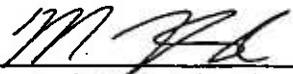
NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT G

CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

	Matthew Siska, Principal
Contractor Representative Signature	Contractor's Representative Title
GDS Associates, Inc.	March 18, 2025
Contractor Name	Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT H

CERTIFICATION
Public Law 103-227, Part C
ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this application the applicant/Contractor certifies that it will comply with the requirements of the Act.

The applicant/Contractor further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all sub-contractors shall certify accordingly.

	Matthew Siska, Principal
Contractor Representative Signature	Contractor's Representative Title
GDS Associates, Inc.	March 18, 2025
Contractor Name	Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT I

U.S. Department of Energy Assurance of Compliance Nondiscrimination in Federally Assisted Programs

OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Information Resources Management Policy, Plans, and Oversight, Records Management Division, HR-422 - GTN, Paperwork Reduction Project (1910-0400), U.S. DOE, 1000 Independence Avenue, S.W., Washington, DC 20585; and to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

GDS Associates, Inc. (Hereinafter called the "Contractor") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385) and Title 10, Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Contractor agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Contractor receives Federal assistance from the U.S. DOE.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Contractor by the U.S. DOE, this assurance obligates the Contractor for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Contractor for the period during which the Federal assistance is extended to the Contractor by the U.S. DOE.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Contractor's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Contractor agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Contractor shall require any individual, organization, or other entity with whom it subcontracts, sub-grants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the sub-recipient shall be required to sign a written assurance form; however, the obligation of both recipient and sub-recipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Contractor agrees to compile and maintain information pertaining to programs or activities developed as a result of the Contractor's receipt of Federal assistance from the U.S. DOE. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the U.S. DOE to be relevant to the obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Contractor agrees to submit requested data to the U.S. DOE regarding programs and activities developed by the Contractor from the use of Federal assistance funds extended by the U.S. DOE. Facilities of the Contractor (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Contractor's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the U.S. DOE specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U.S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Contractors by the U.S. DOE, including installment payments on account after such data of application for Federal assistance which are approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Contractor.

Contractor Certification

The Contractor certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Contractor upon written request to the Department).

Representative Name and Title: Matthew Siska, Principal

Signature: 

Date: March 18, 2025

Contractor name, address, phone number:

GDS Associates, Inc.
15 Constitution Drive, Suite 1E
Bedford, NH 03110
603-656-0336

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
2) Amount of award
3) Funding agency
4) NAICS code for contracts / ALN program number for grants
5) Program source
6) Award title descriptive of the purpose of the funding action
7) Location of the entity
8) Principal place of performance
9) Unique identifier of the entity (UEI #)
10) Total compensation and names of the top five executives if:
a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the Department and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Handwritten signature of Matthew Siska, Principal
Contractor Representative Signature Authorized Contractor Representative Name & Title

GDS Associates, Inc. March 18, 2025
Contractor Name Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI number for your entity is: MLGLXTFJ49K3

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT K

CERTIFICATION REGARDING BUILD AMERICA, BUY AMERICA (Buy America) COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees to review and report on grant recipients' compliance with the provisions of the Build America, Buy America Act (Buy America) Pub. L. No. 117-58, §§ 70901-52 under the Infrastructure Investment and Jobs Act (IIJA), Pub. L. No. 117-58, as well as the *Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure* memorandum from the Office of Management and Budget (OMB) dated April 18, 2022, and further OMB or U.S. DOE guidance once issued.

Buy America seeks to strengthen Made in America Laws and bolster America's industrial base, protect national security, and support high-paying jobs. Buy America requires that the Department and the Contractors of federal funding shall ensure that "none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States."

Definitions:

Infrastructure includes, at a minimum, the structures, facilities, and equipment for, in the United States:

- Roads, highways, and bridges;
- Public transportation;
- Dams, ports, harbors, and other maritime facilities;
- Intercity passenger and freight railroads;
- Freight and intermodal facilities;
- Airports;
- Water systems, including drinking water and wastewater systems;
- Electrical transmission facilities and systems;
- Utilities;
- Broadband infrastructure;
- Buildings and real property; and
- Facilities that generate, transport, and distribute energy.

Further, the "infrastructure" in question must either be publicly owned or serve a public function; privately owned infrastructure that is not open to the public, such as a personal residence, is not considered "infrastructure" for purposes of this requirement. In cases where the "public" nature of the infrastructure is unclear, the Contractor should contact the Department. The Department will consult with the U.S. DOE which will render a determination.

Project means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Construction Materials includes an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives – that is, or consists primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall.

Domestic content procurement preference means and refers to the same thing as “Buy America Preference.” These terms mean all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Buy America Preference:

None of the funds provided to a grant recipient may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

The Contractor and any of its subcontractors, will, along with any grant recipient, provide the best available documentation illustrating compliance with the Buy America Preference. The Department reserves the right to request additional information from the Contractor to further demonstrate compliance with the Buy America preference. Compliance may be met by providing the following:

1. A written statement from the manufacturer demonstrating that the iron, steel, manufactured products, or construction materials purchased from that manufacturer were produced in the United States.
2. Photographic evidence that the iron, steel, manufactured products, or construction materials were produced in the United States.
3. Other documentation pre-approved by the Department.

Waivers:

When necessary, grant recipients may seek a waiver from the Buy America Preference requirements. Any issued waiver is made by the U.S. DOE. The grant recipient must contact the Department with its intent to seek a waiver from the Buy America Preference requirements. The Department will submit the waiver request on behalf of the grant recipient to U.S. DOE. Requests to waive the application of the Buy America Preference must be in writing. Waiver requests are subject to public comment periods of no less than 15 days, as well as review by the OMB. Current timeframe estimate from request to approval is 45-60 days.

Waivers must be based on one of the following justifications:

1. Applying the Buy America Preference would be inconsistent with the public interest (Public Interest);
2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (Nonavailability); or

3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (Unreasonable Cost).

Requests to waive the Buy America Preference must include the following:

- Waiver type (Public Interest, Nonavailability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the Contractor made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- Total estimated project cost, with estimated Federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated Federal share and recipient cost share breakdowns;
- A brief description of the project, its location, and the specific infrastructure involved;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, country(ies) of origin, and relevant PSC and NAICS codes for each;
- A justification statement – based on one of the applicable justifications outlined above—as to why the items in question cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The U.S. DOE and the Department may request, and the grant recipient must provide, additional information for consideration of this waiver. The U.S. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. The Department will provide Contractor with a copy of any approved waiver.


Contractor Representative Signature

Matthew Siska, Principal
Authorized Contractor Representative Name & Title

GDS Associates, Inc.
Contractor Name

March 18, 2025
Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT L

CERTIFICATION REGARDING NHPA and NEPA COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees to review and report on grant recipients' compliance with the provisions of the National Environmental Policy Act (NEPA) 42 U.S.C. §4321 et seq., rules promulgated thereunder (40 CFR Parts 1500-1508), guidance documents issued by the Office of Management and Budget or the U.S. DOE, the Department executed Historic Preservation Programmatic Agreement, and U.S. DOE Office of Energy Efficiency and Renewable Energy (EERE) GFO-SEP-IIJA-ALRD-2022A (NEPA Determination – SEP BIL 2022).

The Contractor agrees to review and report on grant recipients' compliance with Section 106 of the National Historic Preservation Act (NHPA) and the Department executed Historic Preservation Programmatic Agreement prior to authorizing the use of funds.

The grant recipients agree that they will fund activities that are within the Bounded Categories pursuant to the NEPA Determination-SEP 2022, which include:

1. Administrative activities associated with management of the designated state and management of programs and strategies to encourage energy efficiency and renewable energy, including energy audits.
2. Development of plans including but not limited to Transmission & Distribution plans and state energy conservation plans that may require feasibility studies, preparation of preliminary project design, outreach, and technical support to local governments, Indian Tribes and affected stakeholders. All project activities identified and funded from this ALRD must be listed within the Bounded Categories. Projects not listed within these Bounded Categories would require submission of an Environmental Questionnaire (EQ-1).
3. Development and implementation of programs and strategies to encourage energy efficiency and renewable energy such as policy development and stakeholder engagement.
4. Development and implementation of classroom training programs.
5. Development and implementation of building codes including inspection services, and associated activities to support code compliance and promote building energy efficiency.
6. Implementation of financial incentive programs including rebates and energy savings performance contracts for existing facilities; grants and loans to support energy efficiency, renewable energy and energy/water saving projects. All project activities funded under a financial incentive program must be listed within the Bounded Categories or would require submission of an Environmental Questionnaire (EQ-1).
7. Funding commercially available energy or energy/water efficiency or renewable energy upgrades, provided that projects adhere to the requirements of the respective Recipient's DOE executed Historic Preservation Programmatic Agreement, are installed in existing buildings, do not require structural reinforcement, no trees are removed, are appropriately sized and are limited to:

- a. Installation of insulation.
 - b. Installation of energy efficient lighting.
 - c. HVAC upgrades (to existing systems).
 - d. Weather sealing.
 - e. Purchase and installation of energy efficient or energy/water efficient home appliances and equipment (including, but not limited to, energy or water monitoring and control systems, and thermostats).
 - f. Retrofit of energy efficient pumps and motors, for such uses as wastewater treatment plants, where it would not alter the capacity, use, mission or operation of an existing facility.
 - g. Retrofit and replacement of windows and doors.
 - h. Installation of Combined Heat and Power System—systems sized appropriately for the buildings in which they are located, not to exceed peak electrical production at 300kW.
8. Development, implementation, and installation of onsite renewable energy technology from renewable resources, provided that projects are installed in or on an existing structure or within the boundaries of a facility (defined as an already disturbed area due to regular ground maintenance), do not require structural reinforcement, no trees are removed, are appropriately sized, and are limited to:
- a. Solar Electricity/Photovoltaic—appropriately sized system or unit not to exceed 60 kW.
 - b. Battery storage, if applicable, would be attached to a structure (e.g., inside a garage), or within the boundaries of a facility.
 - c. Wind Turbine—20 kW or smaller.
 - d. Solar Thermal (including solar thermal hot water)—system must be 200,000 BTU per hour or smaller.
 - e. Ground Source Heat Pump—5.5 tons of capacity or smaller, horizontal/vertical, ground, closed-loop system
 - f. Biomass Thermal—3 MMBTUs per hour or smaller system with appropriate Best Available Control Technologies (BACT) installed and operated.
9. Installation of fueling pumps and systems for fuels such as compressed natural gas, hydrogen, ethanol and other commercially available biofuels, (but not storage tanks) installed on the site of a current fueling station.
10. Purchase of alternative fuel vehicles.
11. Installation of electric vehicle supply equipment (EVSE), including testing measures to assess the safety and functionality of the EVSE, restricted to existing footprints and levels of previous ground disturbance, within an existing parking facility defined as any building, structure, land, right-of-way, facility, or area used for parking of motor vehicles. All activities must use reversible, non-permanent techniques for installation, where appropriate, use the lowest profile EVSE reasonably available that provides the necessary charging capacity; place the EVSE in a minimally visibly intrusive area; use colors complementary to surrounding environment, where possible, and are limited to the current electrical capacity. This applies to Level 1, Level 2, or Level 3 (also known as Direct Current (DC) Fast Charging) EVSE. Installation of EVSE on Tribal Lands, or installations of EVSE that may affect historic properties located on Tribal Lands, is excluded from this Bounded Category, without first contacting your DOE Project Officer who will coordinate with the DOE NEPA Specialist.

Activities/projects not listed under "Bounded Categories" including ground disturbing activities outside the boundaries of a facility (defined as an already disturbed area due to regular ground maintenance), structural improvements to facilities, and tree removal, are subject to additional NEPA review and approval by U.S. DOE. If the grant recipients want to fund activities that are not listed under "Bounded Categories," then the grant recipients agree to notify the Department and seek NEPA review through the Department. Activities requiring NEPA review are not authorized for Federal funding and the grant recipients may not undertake or fund those activities unless and until the U.S. DOE, through the Department, provides written authorization for those activities. The Contractor will document and report if activities not listed on the Bounded Categories are taking place at the work site, such as ground disturbance activities.

The grant recipient is responsible for identifying and promptly notifying the Department of extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project; and activities restricted elsewhere in Award No. DE-EE0010086.

The Department shall document conformance with the Bounded Categories listed above before commencement of any project.

The grant recipient agrees to complete the online U.S. DOE training on NEPA and Historic Preservation at www.energy.gov/node/4816816. The Department will provide the Contractor with notification if the grant recipients request to do work outside of the Bounded Categories that requires additional NEPA reviews.


Contractor Representative Signature

Matthew Siska, Principal
Authorized Contractor Representative Name & Title

GDS Associates, Inc.
Contractor Name

March 18, 2025
Date

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that GDS ASSOCIATES, INC. is a Georgia Profit Corporation registered to transact business in New Hampshire on September 13, 1999. 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: 182980

Certificate Number: 0007045755



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of February A.D. 2025.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

CERTIFICATE OF VOTES

(Corporate Authority)

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

The resolution has remained valid as of the time certificate is signed.

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

David M. Brian	President	William M. Bateman	Stockholder
Kevin J. Mara	Executive Vice President	Mathew M. Butler	Stockholder
Jack D. Madden	Senior Vice President & Treasurer	Matthew J. Siska	Stockholder
Kristin M. McAlpine	Vice President & Secretary	Jacob M. Thomas	Stockholder
Garrett D. Cole	Vice President	Braxton J. Underwood	Stockholder
Patrick S. Brin	Vice President & Asst. Treasurer	Ernesto A. Perez, Jr.	Stockholder
Christopher C. Dawson	Vice President	Breandan Mac Mathuna	Stockholder
Paul Huber	CFO, VP, & Asst. Sec.	Michele M. Slater	Stockholder
Roy M. Lewis	Chief Informational Officer	Jessica O. Rozier	Stockholder
John W. Chiles	Stockholder	Jeffrey Huber	Stockholder
Bruce A. Bennett	Stockholder	Steven Hunt	Stockholder
Matthew S. Pamperin	Stockholder	Anthony Hinkelmann	Stockholder
Claudiu Cadar	Stockholder		

IN WITNESS WHEREOF, I have hereunto set my hand as the Executive Vice President of the Corporation this 6th day of February 2025.

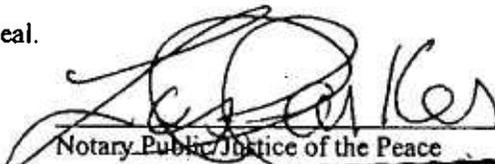


Executive Vice President

STATE OF GEORGIA
COUNTY OF COBB

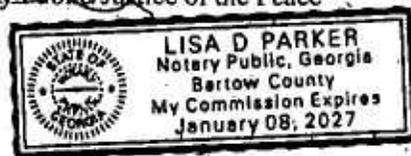
On this 13th day of March, 2025, before me Lisa D Parker, the undersigned Officer, personally appeared Kevin J. Mara who acknowledged her/himself to be the Executive Vice President of GDS Associates, Inc., a corporation and that she/he as such is authorized to do so, executed the foregoing instrument for the purposes therein contained.

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



Notary Public Justice of the Peace

Commission Expiration Date: January 8, 2027



CERTIFICATE OF VOTES

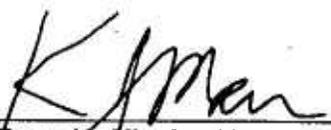
(Corporate Authority)

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

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

David M. Brian	President	Bruce A. Bennett	Stockholder
Kevin J. Mara	Executive Vice President	Patrick S. Brin	Stockholder
Jack D. Madden	Senior Vice President & Treasurer	William M. Bateman	Stockholder
Richard J. Hackner	Vice President & Secretary	Matthew S. Pamperin	Stockholder
Seth W. Brown	Vice President and Asst. Treasurer	Garrett D. Cole	Stockholder
Gary D. Brunault	Vice President	Mathew M. Butler	Stockholder
Brent A. Saylor	Vice President	Matthew J. Siska	Stockholder
Robert C. Smith	Vice President	Jacob M. Thomas	Stockholder
Paul Huber	CFO, VP, & Asst. Sec.	Braxton J. Underwood	Stockholder
Roy M. Lewis	Chief Informational Officer	Ernesto Perez	Stockholder
John W. Chiles	Stockholder	Kristin McAlpine	Stockholder
John W. Hutts	Stockholder	Breandan Mac Mathuna	Stockholder
Charles E. Loy	Stockholder		
Christopher C. Dawson	Stockholder		

IN WITNESS WHEREOF, I have hereunto set my hand as the Executive Vice President of the Corporation this 3rd day of June, 2021.


Executive Vice President

STATE OF GEORGIA
COUNTY OF COBB

On this 1st day of June, 2021 before me Faye H. Culpepper, the undersigned Officer, personally appeared Kevin J. Mara who acknowledged her/himself to be the Executive Vice President of GDS Associates, Inc., a corporation and that she/he as such is being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand




Notary Public/Justice of the Peace

Commission Expiration Date March 3, 2022

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

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

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

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

NOW, THEREFORE, be it resolved that:

Article I

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

Article II

Contracts with Vendors

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

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

Article III

Consulting Contracts

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

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

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

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

Article IV

Contracting Policies and Procedures

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

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

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

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

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

Client#: 155574

GDSASSOC

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/14/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

Table with columns for PRODUCER (USI Insurance Services, LLC CL), CONTACT NAME (Tina Currie), INSURER(S) AFFORDING COVERAGE (Liberty Insurance Corporation, Continental Casualty Company, Travelers Excess and Surplus Lines Co, Arch Insurance Company), and INSURED (GDS Associates, Inc.).

COVERAGES CERTIFICATE NUMBER: 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.

Main table listing insurance coverages: COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, WORKERS COMPENSATION AND EMPLOYERS' LIABILITY, Professional Liab, Cyber Liability, and EPL & Crime. Includes columns for INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS.

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

Table with two main sections: CERTIFICATE HOLDER (NH Department of Energy) and 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: Paula B. Belman).