

**STANDARD CONTRACT FOR SERVICES**

1. **Parties.** This is a contract for services between the State of Vermont, Buildings and General Services (hereinafter called “State”), and GDS Associates, Inc., with a principal place of business in Bedford, New Hampshire, (hereinafter called “Contractor”). Contractor’s form of business organization is incorporated. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of comprehensive investment-grade energy audits or energy resiliency assessment as defined in 2022 Acts and Resolves No.172 Sec. 2. Detailed services to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$1,250,000.00.

4. **Contract Term.** The period of Contractor’s performance shall begin on April 25, 2024, and end on April 24, 2026. The contract can be extended for an additional twenty-four months upon mutual agreement of both parties.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:

**a. For the Contractor:**

Name: Matthew Siska

Phone: 603-656-0336

Email: [matt.siska@gdsassociates.com](mailto:matt.siska@gdsassociates.com)

**b. For the State:**

Name: Brian Sewall

Phone: 802-622-4291

Email: [brian.sewall@vermont.gov](mailto:brian.sewall@vermont.gov)

9. **Attachments.** This contract consists of 11 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/7/2023)

10. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment B

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

By the State of Vermont:

By GDS Associates, Inc.:

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Jennifer M.V. Fitch

Name: \_\_\_\_\_

Title: Commissioner - Buildings and  
General Services

Title: \_\_\_\_\_

**ATTACHMENT A – STATEMENT OF WORK**

The Contractor shall:

**A. Building Energy & Renewables Assessment**

The Contractor will prepare a report documenting the building systems, performance issues, major findings, on-site renewable recommendation, battery storage feasibility, and a master list of all energy resilience measures found during the investigation period. The master list shall include the name of the system or equipment, a description of the problem or deficiency, recommended solutions, cost estimation for implementation, and estimates for energy savings. After the report has been submitted and reviewed, if BGS, the Building Owner, and/or Efficiency Vermont find the report to be inadequate, the Contractor must update the report as requested. When all entities are satisfied with the report, Contractor must send package including organized building information to BGS and the Building owner and their representative if applicable with instructions to retain such data for future use. The assessment shall also include:

1. Recommendations for improvements that reduce the operating and maintenance costs, enhance comfort, and reduce energy intensity in a municipal building or facility, including:
  - a. The improvement or replacement, or both, of heating, ventilation and air conditioning systems.
  - b. The use of a renewable energy source for heating systems, provided that recommendations for the use of a heating system that uses fossil fuels is not eligible.
  - c. Improvements to the buildings or facilities thermal envelope.
2. An evaluation on the reasonableness of battery storage and EV charging stations and recommended locations, as applicable.
3. An evaluation of the potential for on-site renewable energy generation options and recommendation on the one most feasible, as applicable.
4. An estimate of costs for each recommendation.
5. An estimate of system and equipment life cycle costs and consumption data; and
6. the potential to phase the scope of work and suggest a prioritized order of completion separate from the energy assessment scope.

**B. Investment Grade Assessment**

Prepare a report documenting the building systems, performance issues, major findings, and a master list of all energy conservation measures found during the investigation period. The master list shall include the name of the system or equipment, a description of the problem or deficiency, recommended solutions, cost estimation for implementation, and estimates for energy savings. These recommendations shall be listed in order of cost magnitude; Low/no cost improvements with a simple payback equal to or less than 2 years, improvements with a simple payback greater than 2 years. All energy savings calculations must be provided for review.

1. Breakdown of energy source and end use:

Documentation of existing baseline systems and equipment and corresponding identified ECMs. Describe all major systems, equipment and controls and a description of how they are controlled and when equipment operates. Note if the current operation should be changed and why.

**2. Analysis of existing Building Owner Programs:**

Review and provide an overview of maintenance, training, and capital improvement programs and how these programs can integrate ECMs.

**3. Summary of building related documentation:**

Coordinate and consolidate existing facility and systems documentation that is available, including drawings, O&M manuals, sequence of operations, and any other applicable information that may help the Building Owner operate their building(s) more efficiently.

**4. Building Controls System Information:**

Document the building control system manufacturer(s), model numbers, latest software upgrades, assessment of the accuracy of available sequences of operations, points list and trending capability and capability for remote monitoring. Provide a list of issues found while reviewing or obtaining this information and all recommendations necessary to improve the controls systems.

**Analysis of Energy Conservation Measures:**

1. **Implementation Cost Estimate:** The estimated cost of labor and materials to fully implement the measure.
2. **Annual Energy Impacts:** The energy impact calculation estimates the change in annual electrical (kWh), water (kgal), fuel (MMBTU), and/or renewable energy usage for a given measure.
3. **Annual Energy Cost Impact:** The cost impact calculation values the water, energy and demand changes at current customer rates due to implementation of measures.
4. **Operations and Maintenance cost impacts:** Estimated change in O&M costs expected to result from the measure. For instance, changing out a motor prior to the end of its useful life will result in expected O&M savings at the end of that equipment's useful life.
5. **Training recommendations to ensure the ECM improvements persist over the life of the measure.**
6. **All calculated kWh savings, KW coincidence peak savings, MMBtu savings and other savings associated with ECMs, estimates must be provided in Excel format or similar with all assumptions identified, quantified, and referenced.**
7. **After the report has been submitted to BGS and the building owner, a follow-up meeting with BGS, the Contractor, the building owner, and a representative of Efficiency Vermont shall occur to discuss findings of the report. If BGS, the Building Owner, and/or Efficiency Vermont find the report to be inadequate, the Contractor must update the report as requested and send the report to the entities listed above to be reviewed. When all entities are satisfied with the report, Contractor must send package including organized building information to BGS and the Building owner and their representative if applicable with instructions to retain such data for future use.**

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**ATTACHMENT B – PAYMENT PROVISIONS**

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
  - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
  - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall not be submitted more frequently than monthly.
5. Invoices shall be submitted to the State at the following address: [Brian.Sewall@Vermont.gov](mailto:Brian.Sewall@Vermont.gov)
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:

**A.1 Fixed Price Deliverables-MERP Level 1 Energy Resilience Assessment**

BGS Maintenance District	Description	Conditioned Space (space that is incorporated into the heating/cooling load)	Unconditioned Space (all other space required for the assessment EXCEPT parking lots*)
District 1- Montpelier / Barre / Berlin	0 to 5,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.27	\$0.13
	5,001 to 10,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.26	\$0.13
	10,001 to 20,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.25	\$0.12
	20,001 to 50,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.24	\$0.12
	50,001 or greater square feet of building space (\$/ft. <sup>2</sup> )	\$0.24	\$0.12
District 2- Waterbury / Hyde	0 to 5,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.27	\$0.13
	5,001 to 10,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.26	\$0.13
	10,001 to 20,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.25	\$0.12

Park / Middlesex	20,001 to 50,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.24	\$0.12
	50,001 or greater square feet of building space (\$/ft. <sup>2</sup> )	\$0.24	\$0.12
District 3- Northwest	0 to 5,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.29	\$0.14
	5,001 to 10,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.28	\$0.13
	10,001 to 20,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.27	\$0.13
	20,001 to 50,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.26	\$0.12
	50,001 or greater square feet of building space (\$/ft. <sup>2</sup> )	\$0.26	\$0.12

BGS Maintenance District	Description	Conditioned Space (space that is incorporated into the heating/cooling load)	Unconditioned Space (all other space required for the assessment EXCEPT parking lots*)
District 4-Northeast	0 to 5,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.30	\$0.14
	5,001 to 10,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.29	\$0.14
	10,001 to 20,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.28	\$0.13
	20,001 to 50,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.27	\$0.13
	50,001 or greater square feet of building space (\$/ft. <sup>2</sup> )	\$0.27	\$0.13
District 5-Southwest	0 to 5,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.32	\$0.15
	5,001 to 10,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.30	\$0.15
	10,001 to 20,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.30	\$0.14
	20,001 to 50,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.28	\$0.13
	50,001 or greater square feet of building space (\$/ft. <sup>2</sup> )	\$0.28	\$0.13
District 6-Southeast	0 to 5,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.32	\$0.15
	5,001 to 10,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.31	\$0.15
	10,001 to 20,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.30	\$0.14
	20,001 to 50,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.29	\$0.14
	50,001 or greater square feet of building space (\$/ft. <sup>2</sup> )	\$0.29	\$0.14

**A.2 Fixed Price Deliverables-MERP Level 2 Energy Resilience Assessment**

BGS Maintenance District	Description	Conditioned Space (space that is incorporated into the heating/cooling load)	Unconditioned Space (all other space required for the assessment EXCEPT parking lots*)
District 1- Montpelier / Barre / Berlin	0 to 5,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.45	\$0.22
	5,001 to 10,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.44	\$0.21
	10,001 to 20,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.42	\$0.20
	20,001 to 50,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.40	\$0.19
	50,001 or greater square feet of building space (\$/ft. <sup>2</sup> )	\$0.40	\$0.19
District 2- Waterbury / Hyde Park / Middlesex	0 to 5,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.45	\$0.22
	5,001 to 10,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.44	\$0.21
	10,001 to 20,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.42	\$0.20
	20,001 to 50,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.40	\$0.19
	50,001 or greater square feet of building space (\$/ft. <sup>2</sup> )	\$0.40	\$0.19
District 3- Northwest	0 to 5,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.48	\$0.23
	5,001 to 10,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.46	\$0.22
	10,001 to 20,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.45	\$0.21
	20,001 to 50,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.43	\$0.20
	50,001 or greater square feet of building space (\$/ft. <sup>2</sup> )	\$0.43	\$0.20



BGS Maintenance District	Description	Conditioned Space (space that is incorporated into the heating/cooling load)	Unconditioned Space (all other space required for the assessment EXCEPT parking lots*)
District 4-Northeast	0 to 5,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.50	\$0.24
	5,001 to 10,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.48	\$0.23
	10,001 to 20,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.47	\$0.22
	20,001 to 50,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.45	\$0.21
	50,001 or greater square feet of building space (\$/ft. <sup>2</sup> )	\$0.45	\$0.21
District 5-Southwest	0 to 5,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.52	\$0.25
	5,001 to 10,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.51	\$0.24
	10,001 to 20,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.49	\$0.23
	20,001 to 50,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.47	\$0.22
	50,001 or greater square feet of building space (\$/ft. <sup>2</sup> )	\$0.47	\$0.22
District 6-Southeast	0 to 5,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.54	\$0.26
	5,001 to 10,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.52	\$0.25
	10,001 to 20,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.51	\$0.24
	20,001 to 50,000 square feet of building space (\$/ft. <sup>2</sup> )	\$0.48	\$0.23
	50,001 or greater square feet of building space (\$/ft. <sup>2</sup> )	\$0.48	\$0.23

**B. Hourly Labor Rates:**

Service Category/Title of Positions	Hourly Rate
Jeremy Blanchard, Senior Project Manager	\$231.00
Josh Duckwall, Senior Project Manager	\$231.00
Joe Rando, Project Manager	\$220.50
Alyssa Gianotti, <b>Lead Contact</b> , Project Engineer	\$183.50
Jackie Wengenroth, Engineer	\$162.75

Service Category/Title of Positions	Hourly Rate
Noah Fioravante, Associate Engineer	\$136.50
Jennifer Thornton, Senior Project Coordinator	\$147.00
Maddy Reed, Project Coordinator	\$94.50

**C. This contract can be extended up to one (1) additional 24-month period with mutual agreement between both parties at a rate not to exceed 4%.**

*Remainder of page intentionally left blank.*

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 7, 2023**

**“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 7, 2023) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.**