

STATE OF NEW HAMPSHIRE

WLP FOR

COMMISSIONER
Jared S. Chicoine



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1-800-735-2964

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FAX No. 271-1526

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www.energy.nh.gov

DEPUTY COMMISSIONER
Christopher J. Ellms, Jr.

DEPARTMENT OF ENERGY

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

January 21, 2022

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

REQUESTED ACTION

Authorize the New Hampshire Department of Energy (DOE) to amend a contract with Horizon Residential Energy Services NH, LLC (VC #218691), Concord, NH, by increasing the contract amount by \$26,500 from \$67,904 to \$94,404 and by changing the scope to include expanded training and technical assistance (T&TA) services to Weatherization Assistance Program (WAP) partners in the state. This amendment also changes the responsibility of the contract from the NH Office of Strategic Initiatives (OSI) to the DOE. Responsibility for the statewide Weatherization Assistance Program (NH WAP) was transferred from OSI to the DOE on July 1, 2021. The amendment is to be effective upon Governor and Executive Council approval, through June 30, 2022. The contract was originally approved on August 26, 2020, Item #34. 100% Federal Funds.

Funding is available in the following account:

<u>NH Department of Energy, Low Income Weatherization</u>		
		<u>FY 2022</u>
02-52-52-52010-18870000		
102-500731 Contracts for Program Services		\$ 26,500

EXPLANATION

The NH Department of Energy is responsible for administering NH WAP, which is funded by a grant from the US Department of Energy, a specific portion of which is to be devoted to training and technical assistance for Weatherization Program partners.

This contract includes the provision of quality assurance inspections of completed weatherization work, in-progress inspections of a portion of that work, and an expectation of participation in the T&TA work to benefit WAP participants around the state,

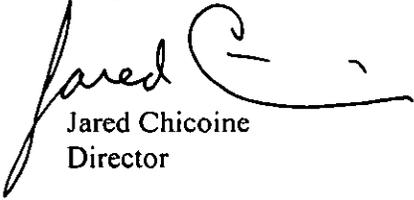
Since the date of the beginning of this contract, Horizon has added staff capacity in the area of WAP training and technical assistance, and the NH Department of Energy has lost two training and technical assistance

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
February 16, 2022
Page 2 of 2

contractors. This contract amendment with Horizon will make possible the continuation of necessary T&TA program work for the remainder of the contract period.

In the event Federal Funds are no longer available, General Funds will not be requested to support this contract.

Respectfully submitted,



Jared Chicoine
Director

JC/kms

Attachment(s)

NH DEPARTMENT OF ENERGY

SUBJECT: WEATHERIZATION ASSISTANCE PROGRAM PY20 T&TA CONTRACT WITH
HORIZON RESIDENTIAL ENERGY SERVICES, NHLLC

AMENDMENT

This Amendment, dated January 20, 2022, is between the State of New Hampshire, Department of Energy, 21 S. Fruit Street, Suite 10, Concord, Merrimack County, NH 03301 (hereinafter referred to as "Energy," the agency into which the original contracting agency, the NH Office of Strategic Initiatives, was absorbed on July 1, 2021) and Horizon Residential Energy Services, NHLLC (hereinafter referred to as the "Contractor").

Pursuant to an Agreement (hereinafter referred to as the "Agreement"), original Contract Number 1076443, as approved by Governor and Council on August 26, 2020 (Item #34), the Contractor has agreed to provide certain Services, per the terms and conditions specified in the Agreement in consideration of payment by Energy of certain sums as specified therein.

WHEREAS, pursuant to the provisions of Section 17 of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and only after approval of such modification or amendment by the Governor and Council; and

WHEREAS, The State and the Contractor have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing and of the covenants and conditions in the Agreement as set forth herein, the parties agree to the following:

1. **Amendment and Modification of Agreement.** The Agreement is amended and modified as follows:

- A) **Price Limitation:** Amend Subparagraph 1.8 of the Agreement by striking the current sum of \$67,904.00 and inserting in place thereof the total sum of \$94,404.00 wherever it occurs.
- B) **Exhibit B – Scope of Work:** Amend Exhibit B by adding Section VI immediately after the current Section V. Section VI to read as follows:

"VI. This section amends Exhibit B of the contract, to identify additional Contractor T&TA activities and responsibilities to be carried out in the last six months of WAP PY21 (January through June, 2022).

"In addition to the Contractor's training and technical assistance (T&TA) responsibilities described in paragraphs III.G and III.H.9 and V.G of the original contract, this amendment identifies the following additional T&TA responsibilities to be carried out by the Contractor in the period from January through June of 2022, the last six months of WAP PY21 and the last six months of the current contract between Horizon Residential Energy Services, NHLLC, and the New Hampshire Department of Energy, which took management responsibility for the contract from the former NH Office of Strategic Initiatives on July 1, 2021.

“Upon approval of this contract amendment by the New Hampshire Governor and Executive Council, Contractor will expand its T&TA activities with the NH weatherization network of Community Action Programs and their contractors and will:

1. Provide management of the statewide Weatherization Technical Committee, its meeting arrangements, agendas, and notes. The ongoing tracking of “in progress” technical discussions and decision-making sometimes may require more than one meeting of the Technical Committee in order to be concluded, and sometimes may require the scheduling of special meetings or the establishment of special working groups in order to meet necessary deadlines or other obligations.
2. Provide answers to technical questions from the field regarding use of the Field Guide and the SWS, and provide field instruction or mentoring for any weatherization program staff member or subcontractor staff member seeking to improve personal field skills and abilities and/or general weatherization services outcomes for clients. Such instruction may occur by any means deemed appropriate by the Contractor, from telephone and/or video conversations to on-the-job-site collaboration, and will be provided at no cost to the recipient.
3. Provide support to the NH Department of Energy’s WAP Manager in the preparation of the T&TA portion of the annual WAP State Plan that is due to US DOE in the first week of May each year. Key support will be in the development of content for the T&TA planning template, which is an essential element of the WAP State Plan, and some review of the narrative text of the plan will be part of the responsibilities in this area as well. Involvement in this planning exercise will include the creation and use of a statewide T&TA needs assessment to assist in the design of a T&TA plan for the program year that will begin on July 1, 2022.
4. Seek to create new, or take advantage of existing, opportunities to provide field training using third-party contracted trainers, particularly for weatherization installers and crew chiefs, but for other key weatherization personnel as well, such as energy auditors, quality control inspectors, and administrative staffers. Third-party training professionals may come from accredited training centers or be independent trainers with sufficient history in the weatherization of residential dwellings to be able to provide high quality instruction.
5. Provide such other support for, and involvement in, the T&TA component of weatherization work in New Hampshire as may become evident from field observation or become necessary in order to keep the program current with advances in technology and program management. Weatherization work in New Hampshire is a strong collaboration between WAP and the utilities’ Home Energy Assistance program, and Contractor will work closely with both programs so that clients receive the best weatherization outcomes possible.”

C) Amend Exhibit C, subparagraph A, by changing the contracted amount for PY21 only, as follows: “In consideration of the satisfactory performance of the Services set forth in Exhibit B, and with the expectation that the following sums are sufficient to allow Contractor to complete the scope of work described there, the State agrees to pay the Contractor, Horizon Residential Energy Services NH, LLC, a sum not to exceed \$33,283.50 during WAP PY20 (July 1, 2020, to June 30, 2021), and not to exceed \$61,120.50 during WAP PY21 (July 1, 2021, to June 30, 2022).” The total contracted amount presented in Exhibit C is, thereby, equal to the amount named in “A) Price Limitation” above: \$94,404.00.

2. **Continuance of Agreement.** Except as specifically amended and modified by the Terms and Conditions of this Amendment, obligations of the parties hereunder shall remain in full force and effect in accordance with the terms and conditions set forth in the Agreement as it existed immediately prior to this Amendment.

CONTRACT AMENDMENT NH DEPARTMENT OF ENERGY

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

STATE OF NEW HAMPSHIRE
Department of Energy

By: [Signature]
Jared Chicoine, Commissioner

Horizon Residential Energy Services, NHLLC.

By: [Signature]
Kevin Hanlon, Owner

State of New Hampshire
County of Rockingham

On this 20th day of January, 2022, before me, Heather Marie Daigle
~~Kevin Hanlon~~,
the undersigned officer, personally appeared Kevin Hanlon, who
acknowledged himself/herself to be the owner of Horizon Residential Energy
Services, NHLLC, a corporation, and that he/she being authorized so to do, executed the foregoing
instrument for the purposes contained therein

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

[Signature]
Notary Public/Justice of the Peace
My Commission expires: 9-1-26



Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]

Assistant Attorney General

Date: 1/24/2022

I hereby certify that the foregoing contract was approved by the Governor and Council of the State of New Hampshire at their meeting on _____, 2021.

OFFICE OF THE SECRETARY OF STATE

By: _____

Title: _____

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HORIZON RESIDENTIAL ENERGY SERVICES NH LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on March 16, 2007. 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: 574159

Certificate Number : 0005639198



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of January A.D. 2022.

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

William M. Gardner
Secretary of State



Mail: 75 S. Main St., Unit 7 PMB 185, Concord, NH 03301 www.horizon-res.com Ph: 603-369-4833

CERTIFICATE OF AUTHORITY

I, Kevin Hanlon, hereby certify that I am the sole member of Horizon Residential Energy Services NH, LLC and have been the sole member since March 2007.

I certify that I am authorized to bind the LLC.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification and evidence that I have full authority to bind the LLC.

Signed: KJH

Date: 1/20/2022

STATE OF NEW HAMPSHIRE, County of Rockingham

On this 20th day of January, 2022, before me, Heather Daigle, the undersigned officer, personally appeared Kevin Hanlon, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Heather Daigle

My commission expires: 9-1-26





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/19/2022

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

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

PRODUCER Santo Insurance Inc 224 Main Street, Suite 2A Salem NH 03079		CONTACT NAME: Diane StCyr PHONE (A/C, No, Ext): E-MAIL ADDRESS: Diane.StCyr@relationinsurance.com FAX (A/C, No):	
INSURED Horizon Residential Energy Services Nh, Lic 10 Ferry St, Suite 310 Concord NH 03301		INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Ins Co NAIC # 22292 INSURER B: Travelers Indemnity Company of America 25666 INSURER C: Worldwide Ins. Group INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 21/22 Master COI **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OHV9057842	03/17/2021	03/17/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			OHV9057842	03/17/2021	03/17/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB4K197044	03/17/2021	03/17/2022	PER STATUTE <input type="checkbox"/> OTH-ER <input checked="" type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			SP2010621K	03/17/2021	03/17/2022	Limit 2,000,000 Ded per claim 1,000

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

Kevin Hanlon is excluded from the Workers Compensation policy.

CERTIFICATE HOLDER

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

Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
James Santo

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CHRISTOPHER T. SUNUNU
GOVERNOR

AUG12'20 AM 9:08 DAS
STATE OF NEW HAMPSHIRE
OFFICE OF STRATEGIC INITIATIVES
107 Pleasant Street, Johnson Hall,
Concord, NH 03301-3834
Telephone: (603) 271-2155
Fax: (603) 271-2615

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DIVISION OF PLANNING
DIVISION OF ENERGY
www.nh.gov/osi

APPROVED BY GOVERNOR
& COUNCIL ON: 8/26/20
AGENDA ITEM: #34
PO#1076443

August 3, 2020

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

REQUESTED ACTION

Authorize the Office of Strategic Initiatives (OSI) to enter into a contract with Horizon Residential Energy Services NH, LLC (VC #218691), Concord, NH, in an amount not to exceed \$67,904.00 to provide quality assurance inspection services for the federally funded NH Weatherization Assistance Program (NH WAP), effective upon Governor and Executive Council approval, through June 30, 2022. 100% Federal Funds.

Funding is available in the account as follows with the authority to adjust encumbrances in each of the State Fiscal Years through the Budget Office if needed and justified.

Office of Strategic Initiatives, Low Income Weatherization

	<u>FY 2021</u>	<u>FY 2022</u>
01-02-02-024010-77060000		
102-500731 Contracts for Program Services	\$33,283.50	\$34,620.50

EXPLANATION

OSI is responsible for administering New Hampshire's statewide Weatherization Assistance Program (NH WAP). The objective of the program is to weatherize homes to reduce energy consumption, to improve safety, and to reduce energy costs for low income households. Priority is given to the elderly, the disabled, households with children, and households with high energy usage. The state's five Community Action Agencies (CAAs) are the WAP subgrantees delivering the program in New Hampshire, under separate contracts with OSI.

The New Hampshire Weatherization Assistance Program is funded by a grant from the United States Department of Energy (US DOE). US DOE regulations require that a minimum of 10% of all units completed under this program in NH be inspected for quality of workmanship, quality and appropriateness of installed measures, accuracy of billing, and program compliance. For each of the program years covered here, that requires a minimum of twenty-two (22) quality assurance inspections of completed units. In addition, OSI has chosen to meet US DOE health and safety inspection requirements by annually completing at least two "in process" inspections of weatherization jobs in the service territory of each NH WAP

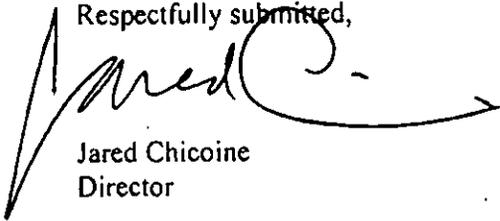
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
August 12, 2020
Page 2 of 2

Subgrantee. This proposed contract includes both types of inspections, and requires reports that must be provided to OSI in writing in accordance with the NH WAP *Policies and Procedures Manual*.

OSI issued a request for proposals (RFP) on June 11, 2020, with a deadline for proposals of June 26, 2020. Horizon Residential Energy Services NH, LLC, was the only bidder for the contract and was selected as Contractor after OSI reviewed and approved the proposal. Horizon met or exceeded all contract requirements delineated in the RFP. OSI's previous work with this contractor – which includes a two-year contract in 2016 and 2017 for which Horizon competed against two other bidders, and a two-year contract in 2018 and 2019 – has demonstrated the contractor's expertise and has proved to be an excellent collaboration, fully satisfying all federal and state requirements.

In the event Federal Funds are no longer available, General Funds will not be requested to support this contract.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Jared Chicoine', with a long horizontal flourish extending to the right.

Jared Chicoine
Director

JC/kms

Attachment(s)

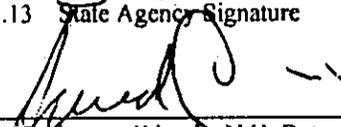
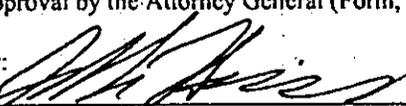
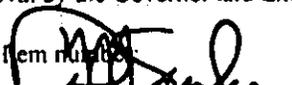
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Office of Strategic Initiatives		1.2 State Agency Address Johnson Hall, 107 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Horizon Residential Energy Services NH, LLC		1.4 Contractor Address 10 Ferry Street, Unit 310 Concord, NH 03301	
1.5 Contractor Phone Number 603-369-4833	1.6 Account Number 01-02-02-024010-77060000-102-500731 02WXNT20	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$67,904.00
1.9 Contracting Officer for State Agency Kirk Stone		1.10 Agency Phone Number 603-271-2155	
1.11 Contractor Signature  Date: 7/22/20		1.12 Name and Title of Contractor Signatory Kevin Hanlon, Owner	
1.13 State Agency Signature  Date: 7/29/20		1.14 Name and Title of State Agency Signatory Jared Chicoine, Director	
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: 7/30/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number:  DEPUTY SECRETARY OF STATE AUG 26 2020			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors; including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

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

NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

EXHIBIT A

SPECIAL PROVISIONS

- A. The Contractor agrees that the Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, or of the State of New Hampshire shall have access to and the right to:
- (1) Examine any of the Contractor's or any subcontractor's records that pertain to and involve transactions relating to this contract or a subcontract hereunder; and
 - (2) Interview any officer or employee regarding such transactions. The Contractor shall insert a clause including this paragraph, in all subcontracts under this contract. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer/Grant Manager under the Government prime contract.
- B. The Contractor, unless exempted from this requirement under 2 CFR 25.110, agrees to maintain and keep active its information in SAM (the federal "System for Award Management") until the Contractor submits the final report required under this award or receives the final payment, whichever is later.
- C. The Contractor agrees that if, during the life of this contract, the Contractor becomes listed as "debarred" in SAM, then OSI will have cause to terminate the contract.
- D. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), 10 CFR 440 dated February 1, 2002 (Weatherization Assistance Program), the New Hampshire Weatherization Assistance Program State Plan, New Hampshire Weatherization Assistance Program Policies and Procedures Manual, and the New Hampshire Weatherization Field Guide are all considered legally binding and enforceable documents under this contract. OSI reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds, suspension of Contractor personnel, disbarment of Contractor personnel, disbarment of Contractor from 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 Weatherization Assistance Program.
- E. In paragraph 10 of the general provisions, the following sentence shall be deleted: "The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in Exhibit A."
- F. The costs charged under this contract shall be determined as allowable under the cost principles detailed in 2 CFR 200 Subpart E - Cost Principles.

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Date 7/22/20
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- G. Program and financial records pertaining to this contract shall be retained by the Contractor for three (3) years from the date of submission of the final expenditure report or, for rewards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, as stated in 2 CFR 200.333 – Retention Requirements for Records.
- H. Close out of contract – All final required reports and reimbursement requests shall be submitted to the State within thirty (30) days of the completion date (Agreement Block 1.7).

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Date 7/22/20
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NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

EXHIBIT B

SCOPE OF SERVICES

This contract agreement (hereinafter "contract" or "agreement") is entered into, subject to the approval of the Governor and Executive Council, by and between Horizon Residential Energy Services NH, LLC, Concord, NH (hereinafter "Horizon" or "Contractor") and the New Hampshire Office of Strategic Initiatives, Concord, NH (hereinafter "OSI").

I. **Project Period:** The contract will commence upon approval of Governor and Executive Council and will have a completion date of June 30, 2022.

II. **Scope of Work:** Horizon agrees to perform quality assurance inspection services and other work necessary to report on such inspections for the New Hampshire Weatherization Assistance Program (WAP) for the WAP program years PY20 (July 1, 2020, to June 30, 2021) and PY21 (July 1, 2021, to June 30, 2022). OSI administers the NH WAP for the benefit of eligible low income households in accordance with the regulations set forth by the U. S. Department of Energy in 10 CFR 440 and 2 CFR 200 as amended, and in accordance with the provisions and procedures contained in the PY20 New Hampshire Weatherization Assistance Program (NHWAP) State Plan, the NH WAP *Policies and Procedures Manual (P&PM)*, *New Hampshire Weatherization Field Guide*, and as otherwise administered by OSI.

Periodically OSI may issue Subgrantee Guidance (SG) and Subgrantee Notices (SN). All such changes and additions shall be considered as incorporated into the NH WAP *Policies and Procedures Manual* and *Field Guide*. The Contractor agrees to alter the quality assurance inspection procedures in accordance with a SG, SN or other instructions, as necessary.

III. **Contractor Responsibilities in PY20 (from start of this contract to June 30, 2021):** The Contractor shall have the following responsibilities:

- A. The Contractor will perform a total of twenty-two (22) post-weatherization quality assurance (QA) inspections on randomly selected units, as detailed below:
 1. Four (4) in Community Action Program Belknap-Merrimack Counties' territory
 2. Two (2) in Community Action Partnership of Strafford County's territory
 3. Three (3) in Southwestern Community Services' territory
 4. Eight (8) in Southern New Hampshire Services' territory
 5. Five (5) in Tri-County Community Action Program's territory
- B. The Contractor will perform a total of ten (10) in-progress health and safety inspections on randomly selected units, two in each of the five Community Action Agency (CAA) territories.
- C. Post-weatherization QA inspections will be performed to assess the quality and completeness of WAP work, and to evaluate program compliance by the responsible CAA office. The QA Inspector will evaluate and report on the extent to which the WAP work meets the expectations as set out in the P&PM and the *Weatherization Field Guide*.
- D. The Contractor will assist OSI to ensure that program regulations are followed, including but not limited to ensuring that: all appropriate measures are included on work orders; installed measures are allowable,

Initials **K.H.**

Date **7/22/20**

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effective, and of good work quality; installed measures are comprehensive; and all measures meet program standards.

- E. In-progress QA inspections will observe and report on WAP work as it is underway on selected units, and will include interviews with workers regarding health and safety issues.
- F. All QA inspections require written reports in accordance with P&PM guidelines and procedures.
- G. The Contractor will, in the course of inspection work, take note of practices and techniques which could be improved, both in the CAA office and in the field, and will work with the OSI WAP Manager to develop and deliver training and technical assistance to address those practices and techniques.
- H. In conducting the QA Inspections, the Contractor shall:
 - 1. Randomly select the housing units on which QA inspections will be performed (see Section III A, above) based on the CAAs' units completed and in process during the WAP 2020 program year (PY20) and program year 2021 (PY21). OSI reserves the right to request additional quality assurance inspections if it determines that such additions are necessary and possible within the budget and time frame.
 - 2. In collaboration with the CAAs, schedule a review of client file information and on-site unit inspections for each of the randomly selected units. Review of client files shall occur prior to visiting a client's home and performing the inspection. File review consists of, but is not limited to, reviewing reports, forms, work orders, and invoices for complete and accurate information.
 - 3. Using the software auditing tool, review audit and modeling files completed by the CAA to determine the cost effectiveness of measures applied to the home and to confirm that all appropriate measures were installed.
 - 4. Perform comprehensive final QA inspections utilizing P&PM and *Weatherization Field Guide* standards, including a review of the quality of workmanship. Field inspections should also include the verification of building dimensions, spaces, surfaces, window and door values and quantities, heating and domestic hot water systems etc., and verifying installed insulation. Verify ventilation requirements using ASHRAE 62.2-2016, the standard which should be used by the CAA to complete the project.
 - 5. Final QA inspections require appropriate test-out diagnostics, including but not limited to, CAZ, combustion appliance, ambient CO, pressure pan, and fan flow testing.
 - 6. Digital photographs must be taken to document both poor quality and good quality work, and must be saved in conjunction with the inspection report.
 - 7. A written report, based on the file review and on in-field findings and observations, will be drafted for OSI review on each inspection prior to finalizing for delivery to the CAA.
 - 8. Contractor shall perform two health and safety inspections on randomly selected in-progress projects in each of the five CAA jurisdictions during each of the two years of the contract period, and shall provide a written report on each such inspection in the same manner as reports of quality assurance inspections. Health and safety inspections may include but not be limited to observing and interviewing workers and reporting on adherence to OSHA regulations, EPA RRP regulations, DOE Lead Safe Weatherization requirements, worker use of personal protective equipment etc., in accordance with Chapter 9 of the P&PM and the CAA management plans.
 - 9. Take note of weatherization management and installer practices in order to isolate and identify deficiencies, inefficiencies, poor practices, etc., for later use as impetus for targeted training and technical assistance to the CAA WAP management and its field staff and contractors.

IV. Contractor Responsibilities in PY21 (from July 1, 2021, to June 30, 2022): Contractor responsibilities in PY21 will be similar to those in PY20 except that the number of required inspections may be modified based on the availability of federal funding and direction from OSI.

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V. Deliverables in both PY20 and PY21: The services and deliverables to be provided by the Contractor include:

- A. Submission of quality assurance and safety inspection reports in draft form to the OSI Weatherization Program Manager in MS Word format for review and comment prior to final delivery. Further drafts of the report must incorporate comments provided by OSI. Report format must conform to the requirements identified in Sections 6.1 and 6.1.1 of the P&PM and must be approved by OSI.
- B. Delivery of final reports to OSI within 14 calendar days of the field inspection, for OSI review within 21 calendar days of in-field inspection; delivery of final reports to CAA and OSI must occur within 30 calendar days of the in-field inspection, but no later than June 30, 2021, for PY20, and June 30, 2022, for PY21.
- C. Tracking of reports to ensure that CAA responses are received by OSI and the Contractor within 30 days of the delivery of the report to the CAA.
- D. Assistance to OSI in determining whether responses received from CAAs comply with program requirements.
- E. Re-inspection of previously inspected units where appropriate, if determined necessary by OSI.
- F. Providing feedback and recommendations to OSI for program training opportunities which may be needed to improve program services.
- G. Assisting OSI in the planning and, where appropriate, the delivery of training and technical assistance activities which address deficiencies and concerns observed in the field.
- H. Providing services on time and in a format that conforms to requirements in the P&PM.

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Date 7/22/20
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NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

EXHIBIT C

PAYMENT TERMS

- A. In consideration of the satisfactory performance of the Services set forth in Exhibit B, and with the expectation that the following sums are sufficient to allow Contractor to complete the scope of work described there, the State agrees to pay the Contractor, Horizon Residential Energy Services NH, LLC, a sum not to exceed \$33,283.50 during WAP PY20 (July 1, 2020, to June 30, 2021), and not to exceed \$34,620.50 during WAP PY21 (July 1, 2021, to June 30, 2022). The two program years will be managed separately; no unspent funds from PY20 will be available to meet expenses incurred in PY21.
- B. The Contractor will submit an itemized monthly invoice to OSI showing charges for the conduct of inspections, report preparation, administration, and travel activities, plus any preparation and delivery time required for training and technical assistance, all incurred while engaged in accomplishing the work scope set out in Exhibit B. Mileage is to be charged at the federal rate in force at the time of travel.
- C. OSI agrees to make payments to Horizon Residential Energy Services NH, LLC, within 30 days of receipt of invoice. OSI will not pay for partially completed unit inspections, as a unit must be fully inspected and a final report sent to the receiving community action agency with a copy to OSI before payment for the work will be made.
- D. All obligations of the State, including the continuance of any payments, are contingent upon the availability and continued appropriation of funds for the services to be provided.

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Date 7.22.20
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NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

STANDARD 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 GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS
US DEPARTMENT OF LABOR
US 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 grantees (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 grantee (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:

Director, New Hampshire Office of Strategic Initiatives,
107 Pleasant Street, Johnson Hall, Concord, NH 03301

- (A) The grantee 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 grantee'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 grantee'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;

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
ALTERNATIVE 1 - FOR GRANTEE'S OTHER THAN INDIVIDUALS, cont'd**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS
US DEPARTMENT OF LABOR
US DEPARTMENT OF ENERGY**

- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- (B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location).

10 Ferry Street, Unit 310,
Concord, NH 03301

Check if there are workplaces on file that are not identified here.

Horizon Residential Energy Services NH, ELC
Contractor Name

August 26, 2020, to June 30, 2022
Period Covered by this Certification

Kevin Hanlon, Owner
Name and Title of Authorized Contractor Representative


Contractor Representative Signature

7/22/20
Date

NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

STANDARD 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

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS
US DEPARTMENT OF LABOR
US DEPARTMENT OF ENERGY

Programs.(indicate applicable program covered):

- Community Services Block Grant
Low-Income Home Energy Assistance Program
Senior Community Services Employment Program
Weatherization Program

Contract Period: August 26, 2020, to June 30, 2022

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.

Handwritten signature of Kevin Hanlon
Contractor Representative Signature Kevin Hanlon, Owner Contractor's Representative Title
Horizon Residential Energy Services NH, LLC Contractor Name 7.22.20 Date

NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

STANDARD 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 NH Department of Health and Human Services' (DHHS) 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 DHHS 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, DHHS may terminate this transaction for cause or default.
- (4) The prospective primary participant shall provide immediate written notice to the DHHS agency 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. See the attached definitions.
- (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 DHHS.
- (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 DHHS, 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.
- (9) 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, DHHS 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

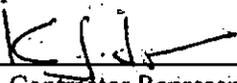
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (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 (1) (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.
- (2) 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

Kevin Hanlon, Owner

Contractor's Representative Title

Horizon Residential Energy Services NH, LLC

Contractor Name

7/22/20
Date

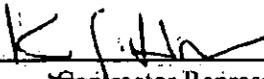
NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

STANDARD 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.



Contractor Representative Signature

Kevin Hailon, Owner

Contractor's Representative Title

Horizon Residential Energy Services NH, LLC

Contractor Name

7/22/20

Date

NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

STANDARD EXHIBIT H

CERTIFICATION

Public Law 103-227, Part C
ENVIRONMENTAL TOBACCO SMOKE

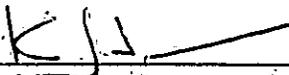
Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, 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/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee 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 subgrantees shall certify accordingly.



Contractor Representative Signature

Kevin Hanlon, Owner

Contractor's Representative Title

Horizon Residential Energy Services NH, LLC

Contractor Name

7/22/20

Date

NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

STANDARD 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. Department of Energy, 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.

Horizon Residential Energy Services NH, LLC, (hereinafter called the "Applicant") 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 Applicant 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 Applicant receives Federal assistance from the Department of Energy.

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 Applicant by the Department of Energy, this assurance obligates the Applicant 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 Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant for the period during which the Federal assistance is extended to the Applicant by the Department of Energy.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Applicant's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Applicant 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 Applicant shall require any individual, organization, or other entity with whom it subcontracts, subgrants, 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 subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. 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 Department of Energy to be relevant to the obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal assistance funds extended by the Department of Energy. Facilities of the Applicant (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant'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 Department of Energy 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.

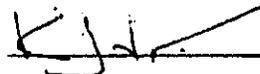
This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Applicants by the Department of Energy, including installment payments on account after such date of application for Federal assistance which are approved before such date. The Applicant 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 Applicant, 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 Applicant.

Applicant Certification

The Applicant 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 Applicant upon written request to DOE).

Kevin Hanton, Owner

Signature



Date

7/22/20

Horizon Residential Energy Services NH, LLC
10 Ferry Street, Unit 310, Concord, NH 03301
603-369-4833

NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

STANDARD 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 \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

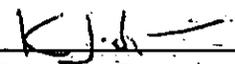
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the New Hampshire Office of Strategic Initiatives must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 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 New Hampshire Office of Strategic Initiatives and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.


Contractor Representative Signature

Kevin Hanlon, Owner

7/22/20
Horizon Residential Energy Services NH, LLC (Date)

Contractor initials: K.H.
Date: 7/22/20
Page 1 of 2
Award: DE-BE0007935, CFDA 81.042

NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

STANDARD 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 DUNS number for your entity is: 624197476

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: _____

Contractor initials: K.H.
Date: 7/22/20
Page 2 of 2
Award: DE-BE0007935, CFDA 81.042



Mail: 75 S. Main St., Unit 7 PMB 185, Concord, NH 03301 www.horizon-res.com Ph: 603-369-4833

CERTIFICATE OF AUTHORITY

I, Kevin Hanlon, hereby certify that I am the sole member of Horizon Residential Energy Services NH, LLC and have been the sole member since March 2007.

I certify that I am authorized to bind the LLC.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification and evidence that I have full authority to bind the LLC.

Signed: [Signature]

Date: 07/21/2020

STATE OF NEW HAMPSHIRE, County of Herrimack

On this 21st day of July, 2020, before me, María Acebrón, the undersigned officer, personally appeared Kevin Hanlon, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

María del Mar Acebrón

My commission expires: July 31, 2024



State of New Hampshire

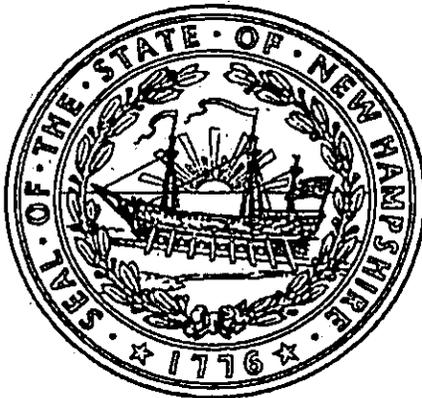
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HORIZON RESIDENTIAL ENERGY SERVICES NH LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on March 16, 2007. 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: 574159

Certificate Number: 0004939836



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of July A.D. 2020.

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

William M. Gardner
Secretary of State



HORIZ-1

OP ID: LS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/26/2020

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

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

PRODUCER Santo Ins & Financial Serv LLC Salem 224 Main Street Suite 2A Salem, NH 03079 James A Santo	603-890-6439	CONTACT NAME: Leslie Sullivan PHONE (A/C, No, Ext): 603-890-6439 FAX (A/C, No): 603-890-6521 E-MAIL ADDRESS: leslie@santoinurance.com
	INSURER(S) AFFORDING COVERAGE	
INSURED Horizon Residential Energy Services NH, LLC 10 Ferry St, Suite 310 Concord, NH 03301	INSURER A: Hanover Insurance Co	22292
	INSURER B: Travelers Insurance Company	25666
	INSURER C: Mount Vernon Fire Insurance Co	26522
	INSURER D:	
	INSURER E:	
	INSURER F:	

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			OHV9057842	03/17/2020	03/17/2021	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMPI/OP AGG \$ 4,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			OHV9057842	03/17/2020	03/17/2021	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			UB4K197044 3A NH	03/17/2020	03/17/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional			SP2010621J	03/17/2020	03/17/2021	Occurrence 2,000,000 Aggregate 2,000,000

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

Kevin Hanlon is excluded from work comp coverage.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Office of Strategic Initiative Johnson Hall 107 Pleasant Street Concord, NH 03301	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 



HORIZ-1

OP ID: CZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/26/2020

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

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

PRODUCER Barrett Insurance, Inc. 1330 Hooksett Road Hooksett, NH 03106 Matthew Barrett 603-668-0686	CONTACT NAME: Matthew Barrett PHONE (A/C, No, Ext): 603-668-0686 E-MAIL ADDRESS:	FAX (A/C, No): 603-668-0666
	INSURER(S) AFFORDING COVERAGE	
INSURER A : MMG Insurance Company		NAIC # 15997
INSURED Horizon Residential Energy Sv 75 Main Street/Unit 7 PMB185 Concord, NH 03301		
INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :		

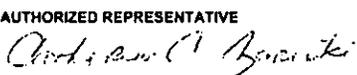
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		KA12120193	08/30/2019	08/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2012 FORD TRANSIT TK NMOLS6BN5CT099658

CERTIFICATE HOLDER CANCELLATION

State of New Hampshire Office of Strategic Initiative Johnson Hall 107 Pleasant Street Concord, NH 03301	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 



Mail: 75 S. Main St., Unit 7 PMB 185, Concord, NH 03301 www.horizon-res.com Ph: 603-369-4833

July 22, 2020

State of New Hampshire
Office of Strategic Initiatives
Johnson Hall
107 Pleasant St.
Concord, NH 03301

Horizon Residential Energy Services NH LLC has a current, approved registration in SAM, the System for Award Management database. The registration expires on November 6, 2020, before which Horizon Residential Energy Services NH LLC fully intends to renew the registration.

Please see screen shot below verifying the active registration.

The screenshot shows the SAM Status Tracker interface. At the top, there is a navigation bar with 'MY SAM', 'SEARCH RECORDS', 'DATA ACCESS', 'CHECK STATUS', 'ABOUT', and 'HELP'. A search bar is also present. Below the navigation bar, a message states: 'ALERT: SAM.gov will be down for scheduled maintenance Sunday, 06/14/2020 from 8:00 AM to 2:00 PM'. The main content area is titled 'SAM Status Tracker' and includes a 'Check Entity Registration Status' section. A 'Page Description' explains that users can verify an entity's registration status in SAM by entering a DUNS Number or CAGE Code. The status for 'HORIZON RESIDENTIAL ENERGY SERVICES NH LLC' is shown as 'Active'. Below this, a progress bar indicates that all registration steps are completed: Core Data, Assertions, Regs & Certs, POCs, Submit, Processing, and Active. Each step is marked with a checkmark and the word 'Completed'.



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Horizon RES NH LLC
July 22, 2020

Key Personnel for WAP Quality Assurance Inspection Contract covering WAP program years 2020 and 2021

Kevin Hanlon, Field QA Technician / Owner: Kevin will be the lead person for the QA responsibilities. Kevin has BPI HEP QA/QC accreditation. He has been conducting QA/QC tasks in the NH core utility program for over 12 years and has conducted and reported on cost effectiveness, installation quality and customer satisfaction. He is a certified HERS rater, HERS QA designee, and a BPI Certified building performance Quality Assurance / Quality Control monitor. He is a member of the Northeast HERS Alliance (<https://www.nehers.org>) and a past Treasurer of REPA-NH, a non-profit trade group dedicated to the building performance industry (www.repa-nh.org). Kevin has OSHA 30 occupational safety training; Renovation, Repair and Painting certification as well as 1-day Lead-safe Weatherization training.

Salary: \$62,000 Percentage of salary from OSI contract: 10% Total: \$6,200

Andy Gray, Field QA Technician: Andy graduated from Allegheny College in PA with a BS in Environmental Studies. He has been serving as a QA Technician with Horizon since 2012. Before coming to Horizon, he worked as Weatherization Program Manager at NH Office of Energy & Planning and then as Weatherization Coordinator at Southern NH Services. Andy is a BPI Certified Building Analyst. Andy has OSHA 30 occupational safety training; Renovation, Repair and Painting certification as well as 1-day Lead-safe Weatherization training.

Salary: \$55,000 Percentage of salary from OSI contract: 35% Total: \$19,250

Linda Hanlon, Business Manager: Linda joined Horizon-RES as Business Manager in 2007. She graduated from Salem State University with a BS in Business Administration. Before joining Horizon, she worked at several NH locations in an administrative/office management capacity.

Salary: \$48,000 Percentage of salary from OSI contract: 15% Total: \$7,200



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Kevin J. Hanlon

Owner - Horizon Residential Energy Services NH, LLC
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Concord, NH 03301
603-369-4833 • kevin@horizon-res.com

Objective

To provide consulting and inspection services for the weatherization industry.

Profile

Horizon Residential Energy Services NH, LLC (Horizon-RES) performs inspections required for the EPA ENERGY STAR® Homes Certification program.

Horizon-RES also provides Residential Energy Performance Surveys (energy audits) on existing homes. These audits may include: blower door pressure diagnostic testing to determine tightness, Infrared Imaging, if needed, and a comprehensive final report that provides the homeowner with an easy to understand listing, in priority order, of the most cost effective energy improvement measures for the home.

Horizon-RES conducts Quality Assurance inspections as a subcontractor for NH utilities Home Performance with ENERGY STAR® and Home Energy Assistance weatherization programs. Horizon-RES acts as an unbiased third party to inspect 10-100% of the subcontracted weatherization work as invoiced by the subcontractors under these programs. Horizon-RES conducts the inspections to verify the quality of the work performed, quantity of work invoiced, and to find the overall satisfaction of the work completed. Reports of the findings are then sent to the program director(s).

Horizon-RES can also serve as the verifier for NAHB Green Certification on new homes.

Skills Summary

Familiar with and able to use the following equipment / programs:

Equipment:

Blower Door, Combustion Analyzer and CO Detector, Manometer, Gas Leak Detector, Pressure Pan, Duct Blaster

Project Management, Report Preparation, Scheduling, Data Gathering using Work Wide Web, REM REMRate software, General office skills using Word, Excel, Access, Outlook, PowerPoint

Professional Experience:

• **OWNER, Horizon Residential Energy Services NH LLC, Concord, NH
March 2007 - Present**

Inspections for new home ENERGY STAR® Certification
Energy Auditor / BPI Analyst for existing homes.
Q.A. Consultant / Inspection
NAHB Green Verification and Certification

• **Energy Auditor/QA Inspection, Horizon Residential Energy Services, Concord, NH
April 2005 – March 2007**

Inspections for new home ENERGY STAR® Certification
Energy Auditor
Q.A. Consultant / Inspection
NAHB Green Verification and Certification

• **Energy Auditor, Affordable Energy Solutions, Milford, NH
July 2003 – February 2005**

Energy Auditor

Professional Certifications:

ENERGY STAR® Partner
BPI Certified Professional Building Analyst
BPI QCI – Residential
BPI QCI – Multi Family
RESNET HERS Rater
HERS Provider

Professional Affiliations:

REPA-NH, former Treasurer & BOD Member www.repa-nh.org
NE HERS Alliance www.energyratings.org
RESNET www.resnet.us

Educational Background:

High School Diploma, 1977, NE Reg HS, Wakefield Mass.
HERS Rater training, certification October 2003
HERS Rater QA training, certification November 2006
Yearly RESNET weatherization conferences
Many REPA training meetings
BPI Certification, June 2008
NAHB Green Certified, November 2008



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Andy Gray

Field QA Technician - Horizon Residential Energy Services NH, LLC
75 S. Main St., Unit 7 PMB 185
Concord, NH 03301
603-369-4833 • andy@horizon-res.com

Objective

To provide consulting and QA inspection services for the weatherization industry.

Skills Summary

Familiar with and able to use the following equipment / programs:

Equipment:

Blower Door, Combustion Analyzer and CO Detector, Manometer, Gas Leak Detector, Pressure Pan, Duct Blaster

Project Management, Report Preparation, Scheduling, Data Gathering using Work Wide Web
General office skills using Word, Excel, Access, Outlook, PowerPoint, Teams

Professional Experience:

• Field QA Technician, Horizon Residential Energy Services NH LLC, Concord, NH January 2012 - Present

Energy Auditor / BPI Analyst for existing homes.
Q.A. Consultant / Inspection
Technical Training Coordination

• Weatherization Coordinator, Southern NH Services, Manchester, NH September 2009 – December 2011

Energy Auditor
Q.A. Consultant / Inspection
Manage program operations and budget

• **Weatherization Program Manager, NH Office of Energy & Planning, Concord, NH
August 1999 – September 2009**

Federal Grant Management
Technical and Program Monitoring
Technical Training coordination

Professional Certifications:

BPI Certified Professional Building Analyst
BPI QCI – Residential
BPI QCI – Multi Family

Professional Affiliations:

REPA-NH, BOD Member www.repa-nh.org
RESNET www.resnet.us

Educational Background:

High School Diploma, Sunapee Jr/Sr High School
Allegheny College, 1999, B.A. Environmental Studies
REPA training meetings
BPI / QCI Certification



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Linda D. Hanlon

Business Manager - Horizon Residential Energy Services NH, LLC
75 S. Main St., Unit 7 PMB 185 Concord, NH 03301
603-369-4833 • linda@horizon-res.com

Skills Summary:

Familiar with and ability to administer use the following skills / programs:

Project Management, Report Preparation, Scheduling, Data Gathering using World Wide Web, REM
REMRate software, General office skills. Proficient in Word, Excel, Access, Outlook, PowerPoint.
Quickbooks Accounting software.

Professional Experience:

• Business Manager, Horizon Residential Energy Services NH LLC, Concord, NH March 2007 - Present

All aspects of business administration
Customer Service and support
QA / site visit support
Reporting, budgeting, forecasting
Payroll, billing, and insurance administration

• Custom Software Administrative Support, Lilly Software/Infor, Manchester, NH April 1998 – March 2008

Beta testing and troubleshooting custom software
Preparing custom software specs and quotes
General management and organization of custom software files

• Sales Administrative Support/ Product Buyer, DSU, Inc, Salem NH March 1995 – March 1998

Preparing quotes for circuit board design
Purchasing components from bill of materials for circuit board/product prototype

Educational Background:

High School Diploma, 1981, Saugus High School, Saugus, MA
B.S. Business Administration, 1985, Salem State University, Salem MA
