

28

COMMISSIONER  
Jared S. Chicoine

DEPUTY COMMISSIONER  
Christopher J. Ellms, Jr.



5F

TDD Access: Relay NH  
1-800-735-2964

Tel. (603) 271-3670

FAX No. 271-1526

Website:  
[www.energy.nh.gov](http://www.energy.nh.gov)

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

April 12, 2023

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

### REQUESTED ACTION

Authorize the New Hampshire Department of Energy (Department) to amend the contract with Horizon Residential Energy Services NH LLC (Vendor # 218691), Concord, NH by revising payment terms effective upon Governor and Executive Council approval through June 30, 2024. The original contract was approved by the Governor and Executive Council on November 22, 2022, Item #65. No additional funding is requested. **100% Federal Funds.**

### EXPLANATION

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, New Hampshire Department of Energy 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 Subgrantee. This proposed contract includes both types of inspections, and requires reports that must be provided to the New Hampshire Department of Energy in writing in accordance with the NH WAP Policies and Procedures Manual. In addition, this proposed contract includes management by the Contractor of weatherization training and technical assistance services for the entire statewide network of weatherization services providers.

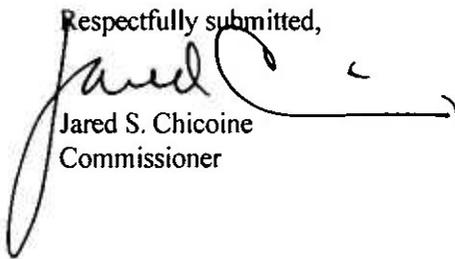
When the Contractor submitted its proposal under RFP 2022-003, it created a budget for a 24-month period but was only able to bill for services in just over 19 months of that 24-month period. This Amendment will allow the full amount of funding to be available for the Contractor to complete the project within its budget.

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

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
April 12, 2023  
Page 2 of 2

Your consideration of this request is appreciated.

Respectfully submitted,



Jared S. Chicoine  
Commissioner

Attachments

## CONTRACT AMENDMENT

This Contract Amendment (Amendment) is entered into this 10<sup>th</sup> day of MARCH, 2023, by and between the State of New Hampshire, acting by and through the New Hampshire Department of Energy (Department), 21 S. Fruit Street, Ste. 10, Concord, NH 03301, (hereinafter referred to as State) and Horizon Residential Energy Services NH LLC, (hereinafter referred to as the Contractor), collectively referred to as (the Parties).

WHEREAS, the Parties have entered into a contract, approved by the Governor and Executive Council on November 22, 2022, item #65 (hereinafter referred to as the Contract);

WHEREAS, the Parties desire to extend and amend the Contract as provided in this Amendment; and

WHEREAS, the Contract allows for amendments by an instrument in writing executed by both Parties;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Contract, and set forth herein, the Parties hereto do hereby agree as follows:

1. Paragraph A of Exhibit C of the existing Contract is amended to read 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 \$65,000 during WAP PY22 (July 1, 2022, to June 30, 2023), and a sum not to exceed \$65,000 plus any funds carried forward unspent from PY22 during WAP PY23 (July 1, 2023, to June 30, 2024).

2. This Amendment hereunder shall become effective upon approval by the New Hampshire Governor and Executive Council.

3. Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the Parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein.

IN WITNESS WHEREOF, the Parties hereto have set their hands the date first-written above.

**Horizon Residential Energy Services NH LLC**

By: \_\_\_\_\_

Kevin Hanlon, Owner

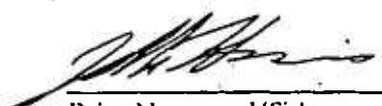
Date: 03/10/23

STATE OF NEW HAMPSHIRE  
Department of Energy

  
\_\_\_\_\_  
Jared S. Chicoine, Commissioner

Date: 3/10/2023

Approval by the Attorney General's Office (Form, Substance and Execution)

  
\_\_\_\_\_  
Print Name and Title  
Joshua Harrison, Asst. Atty. General.

Date: 3/23/2023

Approval by the Governor and Executive Council

G&C Item number: \_\_\_\_\_

G&C Meeting Date: \_\_\_\_\_

Contractor's Initials K.H.  
Date 03/10/23

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that 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: 0005849085



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 22nd day of August A.D. 2022.

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

David M. Scanlan  
Secretary of State

## Business Information

### Business Details

Business Name:	HORIZON RESIDENTIAL ENERGY SERVICES NH LLC	Business ID:	574159
Business Type:	Domestic Limited Liability Company	Business Status:	Good Standing
Management Style:	Member Managed		
Business Creation Date:	03/16/2007	Name in State of Formation:	Not Available
Date of Formation in Jurisdiction:	03/16/2007		
Principal Office Address:	10 Ferry St #310, Concord, NH, 03301, USA	Mailing Address:	75 So Main St, Unit 7 PMB 185, Concord, NH, 03301, USA
Citizenship / State of Formation:	Domestic/New Hampshire		
		Last Annual Report Year:	2023
		Next Report Year:	2024
Duration:	Perpetual		
Business Email:	kevin@horizon-res.com	Phone #:	603-415-3990
Notification Email:	kevin@horizon-res.com	Fiscal Year End Date:	NONE

### Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / residential energy consulting	

Page 1 of 1, records 1 to 1 of 1

### Principals Information

Name/Title	Business Address
Kevin Hanlon / Member	75 South Main Street Unit 7 PMB 185, Concord, NH, 03301, USA

Page 1 of 1, records 1 to 1 of 1

### Registered Agent Information

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Name: Hanlon, Kevin

Registered Office Address: 26 So Main St, Concord, NH, 03301, USA

Registered Mailing Address: 26 So Main St, Concord, NH, 03301, USA

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### Trade Name Information

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No Trade Name(s) associated to this business.

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### Trade Name Owned By

---

No Records to View.

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### Trademark Information

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

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Mail: 75 S. Main St., Unit 7 PMB 185, Concord, NH 03301 [www.horizon-res.com](http://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]

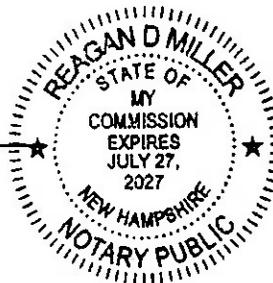
Date: 3/09/23

STATE OF NEW HAMPSHIRE, County of Merri Mack

On this 9<sup>th</sup> day of March, 2020<sup>28</sup>, before me, Reagan D. Miller K.H. 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.

[Signature]

My commission expires: 07/27/27





COMMISSIONER  
Jared S. Chicoine

DEPUTY COMMISSIONER  
Christopher J. Eilma, Jr.

STATE OF NEW HAMPSHIRE



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

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65

TDD Access: Relay NH  
1-800-735-2984

Tel. (603) 271-3670

Website:  
www.energy.nh.gov

November 22, 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 to enter into a contract with Horizon Residential Energy Services NH LLC (VC #218691), Concord, NH, in an amount not to exceed \$130,000 to provide quality assurance inspection services and training and technical assistance services for the federally funded NH Weatherization Assistance Program (NH WAP), effective upon Governor and Executive Council approval, through June 30, 2024 with the option to renew for an additional two-year period under the same terms and conditions with Governor and Executive Council approval. 100% Federal Funds.

Funds are available in the account below as follows for FY23 and are anticipated to be available in FY24 upon the continued appropriation and availability of funds in the future operating budget, with the authority to adjust encumbrances in each of the State Fiscal Years through the Budget Office if needed and justified.

**Low Income Weatherization**

	<u>FY 2023</u>	<u>FY 2024</u>	<u>TOTAL</u>
02-52-52-520010-33560000			
102-500731 Contracts for Program Services	\$65,000	\$65,000	\$130,000

**EXPLANATION**

The New Hampshire Department of Energy 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 a high energy burden. The state's five Community Action Agencies (CAAs) are the WAP subgrantees delivering the program in New Hampshire, under separate contracts with the New Hampshire Department of Energy.

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

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
November 22, 2022  
Page 2 of 2

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, New Hampshire Department of Energy 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 Subgrantee. This proposed contract includes both types of inspections, and requires reports that must be provided to the New Hampshire Department of Energy in writing in accordance with the NH WAP *Policies and Procedures Manual*. In addition, this proposed contract includes management by the Contractor of weatherization training and technical assistance services for the entire statewide network of weatherization services providers.

The New Hampshire Department of Energy issued a request for proposals (RFP) on August 11, 2022, with a deadline for proposals of August 26, 2022. Horizon Residential Energy Services NH LLC, was the only bidder for the contract and was selected as Contractor after the New Hampshire Department of Energy reviewed and approved the proposal. Horizon met or exceeded all contract requirements delineated in the RFP. The New Hampshire Department of Energy's previous work with this contractor – which includes a two-year contract in 2016 and 2017 for which Horizon competed against two other bidders, a two-year contract in 2018 and 2019, and a two-year contract in 2020 and 2021 – 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,



Jared Chicoine  
Commissioner, New Hampshire Department of Energy

JC/kms

Attachment(s)

Quality Assurance RFP for PY 22 & PY 23 score team:

- Kirk Stone, Weatherization Program Manager
- Wendy Gilman, Grants Compliance Specialist
- Tanya Wayland, Energy Analyst
- Brittany Mitchell, Program Specialist

**New Hampshire Office of Energy and Planning**

Applicant/Bidder Name: **Horizon**

WAP PY22 Quality Assurance Inspector applicants

OEP Reviewer Name: \_\_\_\_\_

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

Scoring Criteria	Possible Points	Reviewer Scoring	Explanation//Review Criteria	Comments
Complete and timely Proposal	0	0	Incomplete or late proposals will not be accepted	Complete and timely
Quality and Clarity of Proposal	10			
Soundness of Proposed Plan of Approach	20		Scope of services addressed fully, with adequate resources	
Capacity, knowledge, and experience of the applicant for performing the work required	30		<u>Applicant demonstrates:</u> <ol style="list-style-type: none"> <li>a) 3 years' experience performing final inspections preferably under a quality assurance program</li> <li>b) Quality Control Inspector certification</li> <li>c) Thorough knowledge of building science principles, diagnostics procedures, and WAP standards</li> <li>d) Experience in the use of TREAT</li> <li>e) OSHA 30 Certification or receive certification within 30 days of contract execution</li> </ol>	

			f) EPA Renovation Repair, and Painting (RRP) Certified or receive certification within 30 days of contract execution g) A "good standing" status in SAM	
Demonstrated ability to effectively communicate with OEP, CAAs, WAP clients, and ability to communicate technical information clearly, both verbally and in writing.	15			
Ability to meet timeline	10			
Reasonableness of cost/realistic budget	15			
<b>Total</b>	<b>100</b>			

**New Hampshire Office of Energy and Planning**  
WAP PY22 Quality Assurance Inspector applicants

Applicant/Bidder Name: **Horizon**  
DOE Reviewer Name: Tanya Wayland  
Date: 9/6/2022

Scoring Criteria	Possible Points	Reviewer Scoring	Explanation/Review Criteria	Comments
Complete and timely Proposal	0	0	Incomplete or late proposals will not be accepted	Complete and timely
Quality and Clarity of Proposal	10	10		Follows RFP format exactly
Soundness of Proposed Plan of Approach	20	19	Scope of services addressed fully, with adequate resources	Fully addressed each requested response to scope of services – seemed to have sufficient technical details
Capacity, knowledge, and experience of the applicant for performing the work required	30	27	<u>Applicant demonstrates:</u> a) 3 years' experience performing final inspections preferably under a quality assurance program b) Quality Control Inspector certification c) Thorough knowledge of building science principles, diagnostics procedures, and WAP standards d) Experience in the use of TREAT e) OSHA 30 Certification or receive certification within 30 days of contract execution f) EPA Renovation Repair, and Painting (RRP) Certified or receive certification within 30 days of contract execution g) A "good standing" status in SAM	Likely are in good standing in "SAM", but could not find mention in proposal  Addressed OSHA 30 Certification – unclear if have or will have – mentioned both
Demonstrated ability to effectively communicate with OEP, CAAs, WAP clients, and ability to communicate technical information clearly, both verbally and in writing.	15	13		Not sure how typical proposals demonstrate ability to communicate effectively, but based on proposal quality seems likely
Ability to meet timeline	10	9		Possible personnel shortage
Reasonableness of cost/realistic budget	15	12		Maximum allowable budget for contract period
<b>Total</b>	<b>100</b>	<b>90</b>		

**New Hampshire Office of Energy and Planning**  
WAP PY22 Quality Assurance Inspector applicants

Applicant/Bidder Name: **Horizon**  
OEP Reviewer Name: **Wendy Gilman**  
Date: **9/07/2022**

Scoring Criteria	Possible Points	Reviewer Scoring	Explanation/Review Criteria	Comments
Complete and timely Proposal	0	0	Incomplete or late proposals will not be accepted	Complete and timely
Quality and Clarity of Proposal	10			10
Soundness of Proposed Plan of Approach	20		Scope of services addressed fully, with adequate resources	20
Capacity, knowledge, and experience of the applicant for performing the work required	30		<u>Applicant demonstrates:</u> a) 3 years' experience performing final inspections preferably under a quality assurance program b) Quality Control Inspector certification c) Thorough knowledge of building science principles, diagnostics procedures, and WAP standards d) Experience in the use of TREAT e) OSHA 30 Certification or receive certification within 30 days of contract execution f) EPA Renovation Repair, and Painting (RRP) Certified or receive certification within 30 days of contract execution g) A "good standing" status in SAM	27 Some of their required education/certifications are listed will provide within 30 days of contract execution.
Demonstrated ability to effectively communicate with OEP, CAAs, WAP clients, and ability to communicate technical information clearly, both verbally and in writing.	15			15
Ability to meet timeline	10			10
Reasonableness of cost/realistic budget	15			10
<b>Total</b>	<b>100</b>			<b>92</b>

**New Hampshire Office of Energy and Planning**

WAP PY22 Quality Assurance Inspector applicants

Applicant/Bidder Name: Horizon

OEP Reviewer Name: Kirk

Date: 09/06/2022

Scoring Criteria	Possible Points	Reviewer Scoring	Explanation // Review Criteria	Comments
Complete and timely Proposal	0	0	Incomplete or late proposals will not be accepted	Complete and timely
Quality and Clarity of Proposal	10	10		
Soundness of Proposed Plan of Approach	20	20	Scope of services addressed fully, with adequate resources	
Capacity, knowledge, and experience of the applicant for performing the work required	30	30	<u>Applicant demonstrates:</u> a) 3 years' experience performing final inspections preferably under a quality assurance program b) Quality Control Inspector certification c) Thorough knowledge of building science principles, diagnostics procedures, and WAP standards d) Experience in the use of TREAT e) OSHA 30 Certification or receive certification within 30 days of contract execution f) EPA Renovation Repair, and Painting (RRP) Certified or receive certification within 30 days of contract execution g) A "good standing" status in SAM	
Demonstrated ability to effectively communicate with OEP, CAAs, WAP clients, and ability to communicate technical information clearly, both verbally and in writing.	15	15		
Ability to meet timeline	10	10		
Reasonableness of cost/realistic budget	15	15		
<b>Total</b>	<b>100</b>	<b>100</b>		

**New Hampshire Office of Energy and Planning**  
WAP PY22 Quality Assurance Inspector applicants

Applicant/Bidder Name: **Horizon**  
OEP Reviewer Name: **Brittany Mitchell**  
Date: 9.2.22

Scoring Criteria	Possible Points	Reviewer Score	Explanation/Review Criteria	Comments
Complete and timely Proposal	0	0	Incomplete or late proposals will not be accepted	Complete and timely
Quality and Clarity of Proposal	10	10		
Soundness of Proposed Plan of Approach	20	20	Scope of services addressed fully, with adequate resources	Listed a detailed communication and documentation plan, as well as the available training services/resources they can offer to an auditor.
Capacity, knowledge, and experience of the applicant for performing the work required	30	30	<u>Applicant demonstrates:</u> a) 3 years' experience performing final inspections preferably under a quality assurance program b) Quality Control Inspector certification c) Thorough knowledge of building science principles, diagnostics procedures, and WAP standards d) Experience in the use of TREAT e) OSHA 30 Certification or receive certification within 30 days of contract execution f) EPA Renovation Repair, and Painting (RRP) Certified or receive certification within 30 days of contract execution g) A "good standing" status in SAM	A. 15 years experience of QA work B. Both listed members are certified C. Both have many years of experience and one used to work in WAP D. YES E. YES F. YES – will obtain within 30 days G. YES
Demonstrated ability to effectively communicate with OEP, CAAs, WAP clients, and ability to communicate technical information clearly, both verbally and in writing.	15	15		Very detailed plans & plenty of prior experience
Ability to meet timeline	10	10		Detailed plan of how they will conduct business to meet the timelines
Reasonableness of cost/realistic budget	15	15		Taking measures to help reduce the cost on our end to pay them
<b>Total</b>	<b>100</b>	<b>100</b>		

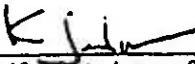
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Energy		1.2 State Agency Address 21 S. Fruit 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 02-52-52-52010-33560000-102-500731 Contracts for Prog Services	1.7 Completion Date June 30 <sup>th</sup> , 2024	1.8 Price Limitation \$130,000
1.9 Contracting Officer for State Agency Kirk Stone		1.10 State Agency Telephone Number 603.271.3670	
1.11 Contractor Signature  Date: 10/26/22		1.12 Name and Title of Contractor Signatory Kevin Hanlon, Owner	
1.13 State Agency Signature  Date: 10/26/22		1.14 Name and Title of State Agency Signatory Jared Chicoine, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 11/4/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement 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 DEPARTMENT OF ENERGY**

**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 the NH Department of Energy 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. New Hampshire Department of Energy 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 9.2 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 B."
- 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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- 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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# NEW HAMPSHIRE DEPARTMENT OF ENERGY

## 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 Department of Energy, Concord, NH (hereinafter "NH DOE").

- I. **Project Period:** The contract will commence upon approval by the Governor and Executive Council and will have a completion date of June 30, 2024. The project period may be extended for an additional two years to June 30, 2026, upon the mutual agreement of the parties, proper petition to the Governor and Executive Council, and approval of that petition by the Governor and Executive Council.
  
- II. **Scope of Work, Part A: Quality Assurance Inspection (QAI) services**
  - a. 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 PY22 (July 1, 2022, to June 30, 2023) and PY23 (July 1, 2023, to June 30, 2024), with an option to extend the contract as described in I. above. NH DOE 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 PY22 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 NH DOE.
  - b. Periodically NH DOE 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.
  - c. In each program year covered by this contract, the Contractor will perform post-weatherization quality assurance (QA) inspections on 10% of the total WAP production in that year by inspecting 10% of the production completed in each Subgrantee (CAP) territory. The exact number of QA inspections to be conducted in each CAP territory will be established at the beginning of the year by the NH DOE WAP office in communication with the Contractor.
  - d. In each program year covered by this contract, 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 CAP territories.
  - e. Post-weatherization QA inspections will be performed by the Contractor to assess the quality and completeness of WAP work, and to evaluate program compliance by the responsible CAP 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 *NH Weatherization Field Guide*.
  - f. The Contractor will assist NH DOE 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, effective, and of good work quality; installed measures are comprehensive; and all measures meet program standards.
  - g. 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.
  - h. All QA inspections require written reports in accordance with P&PM guidelines and procedures.

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- i. The Contractor will, in the course of inspection work, take note of practices and techniques which could be improved, both in the CAP office and in the field, and will work with the NH DOE WAP Manager to develop and deliver training and technical assistance to address those practices and techniques.
- j. In conducting the QA Inspections, the Contractor shall:
  - i. Randomly select the housing units on which QA inspections will be performed (see Section III A, above) based on the CAPs' units completed and in process during the WAP 2022 program year (PY22) and program year 2023 (PY23). NH DOE 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.
  - ii. In collaboration with the CAPs, 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.
  - iii. Using the US DOE-approved software auditing tool, review audit and modeling files completed by the CAP to determine the cost effectiveness of measures applied to the home and to confirm that all appropriate measures were installed.
  - iv. 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 CAP to complete the project.
  - v. Final QA inspections require appropriate test-out diagnostics, including but not limited to, CAZ, combustion appliance, ambient CO, pressure pan, and fan flow testing.
  - vi. Digital photographs must be taken to document both poor quality and good quality work, and must be saved in conjunction with the inspection report.
  - vii. A written report, based on the file review and on in-field findings and observations, will be drafted for NH DOE review on each inspection prior to finalizing for delivery to the CAP.
  - viii. Contractor shall perform two health and safety inspections on randomly selected in-progress projects in each of the five CAP 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.
  - ix. 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 CAP WAP management and its field staff and contractors.
- k. Deliverables in both PY22 and PY23: The services and deliverables to be provided by the Contractor include:
  - i. Submission of quality assurance and safety inspection reports in draft form to the NH DOE 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 NH DOE. 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 NH DOE.
  - ii. Delivery of final reports to NH DOE within 14 calendar days of the field inspection, for NH DOE review within 21 calendar days of in-field inspection; delivery of final reports to CAP and NH DOE must occur within 30 calendar days of the in-field inspection, but no later than June 30, 2023, for PY22, and June 30, 2024, for PY23.

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- iii. Tracking of reports to ensure that CAP responses are received by NH DOE and the Contractor within 30 days of the delivery of the report to the CAP.
- iv. Assistance to NH DOE in determining whether responses received from CAPs comply with program requirements.
- v. Re-inspection of previously inspected units where appropriate, if determined necessary by NH DOE.
- vi. Providing feedback and recommendations to NH DOE for program training opportunities which may be needed to improve program services.
- vii. Assisting NH DOE in the planning and, where appropriate, the delivery of training and technical assistance activities which address deficiencies and concerns observed in the field.
- viii. Providing services on time and in a format that conforms to requirements in the P&PM.

**III. Scope of Work, Part B: Training and Technical Assistance Services**

- a. The Contractor agrees to manage and oversee the following training and technical assistance (T&TA) services on behalf of the NH DOE's Weatherization Assistance Program (WAP) for and with the weatherization network of Community Action Programs (CAPs) and their contractors:
  - i. 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.
  - ii. Provide answers to technical questions from the field regarding use of the Field Guide and the Standard Work Specifications (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-jobsite collaboration and will be provided at no cost to the recipient.
  - iii. 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 for which the State Plan is being developed.
  - iv. 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.
  - v. 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.
  - vi. 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.

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**NEW HAMPSHIRE DEPARTMENT OF ENERGY**

**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 \$65,000 during WAP PY22 (July 1, 2022, to June 30, 2023), and not to exceed \$65,000 during WAP PY23 (July 1, 2023, to June 30, 2024). The two program years will be managed separately; no unspent funds from PY22 will be available to meet expenses incurred in PY23.
- B. The Contractor will submit an itemized invoice to NH DOE, no more frequently than monthly, showing charges for the conduct of inspections, report preparation, administration, and travel activities, plus any preparation and delivery time and materials 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. NH DOE agrees to make payments to Horizon Residential Energy Services NH LLC, within 30 days of receipt of invoice. NH DOE 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 NH DOE 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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**NEW HAMPSHIRE DEPARTMENT OF ENERGY**

**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 GRANTEEES 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 Department of Energy,  
21 S. Fruit Street, 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 I - FOR GRANTEES 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 LLC

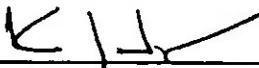
From approval by the Governor and  
Executive Council to June 30, 2024

Contractor Name

Period Covered by this Certification

Kevin Hanlon, Owner

Name and Title of Authorized Contractor Representative



Contractor Representative Signature

10/26/22

Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

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: From approval by the Governor and Executive Council to June 30, 2024

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.

Kevin Hanlon, Owner
Contractor Representative Signature Contractor's Representative Title

Horizon Residential Energy Services NH LLC
Contractor Name Date 10/26/22

# NEW HAMPSHIRE DEPARTMENT OF ENERGY

## 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 Energy's (NHDOE) 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, NHDOE may terminate this transaction for cause or default.
- (4) The prospective primary participant shall provide immediate written notice to NHDOE 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 NHDOE.
- (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 NHDOE, 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, NHDOE 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*

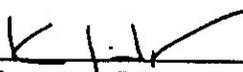
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  -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

	Kevin Hanlon, Owner
Contractor Representative Signature	Contractor's Representative Title
Horizon Residential Energy Services NH LLC	10/26/22
Contractor Name	Date



NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT H

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

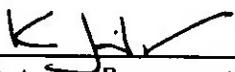
Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education,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

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Horizon Residential Energy Services NH LLC  
Contractor Name

10/26/22  
Date

## NEW HAMPSHIRE DEPARTMENT OF ENERGY

### 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.

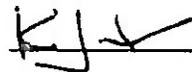
This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Applicants by the Department of Energy, including installment 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 Hanlon, Owner

Signature



Date 10/26/22

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

NEW HAMPSHIRE DEPARTMENT OF ENERGY

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 \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the New Hampshire Department of Energy 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 Department of Energy and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

  
Contractor Representative Signature

Kevin Hanlon, Owner

\_\_\_\_\_  
Horizon Residential Energy Services NH LLC (Date)

10/26/22

Contractor initials: K.H.  
Date: 10/26/22  
Page 1 of 2  
Award #DE-EE0009916, CFDA 81.042

NEW HAMPSHIRE DEPARTMENT OF ENERGY

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 UEI number for your entity is:

PNM3EFN80SG4

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: 10/26/22

Page 2 of 2

Award #DE-EE0009916, CFDA 81.042

**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that 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: 0005849085



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 22nd day of August A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State



Mail: 75 S. Main St., Unit 7 PMB 185, Concord, NH 03301 [www.horizon-res.com](http://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: 10/26/2020

STATE OF NEW HAMPSHIRE, County of Merrimack

On this 26<sup>th</sup> day of October, 2020, before me, Natalie Baribeau <sup>(B)</sup> 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.

[Signature]  
My commission expires: 09/01/2026





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/18/2022

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).

<b>PRODUCER</b> Santo Insurance Inc 224 Main Street, Suite 2A Salem NH 03078		<b>CONTACT NAME:</b> Leslie Sullivan <b>PHONE (A/C, No. Ext.):</b> <b>FAX (A/C, No.):</b> <b>E-MAIL ADDRESS:</b> leslie.sullivan@retationinsurance.com	
<b>INSURED</b> HORIZON RESIDENTIAL ENERGY SERVICES NH LLC 10 FERRY ST. SUITE 310 CONCORD NH 03301		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Hanover Ins Co NAIC # 22292 INSURER B: Travelers Property Casualty Company of Amer 25674 INSURER C: AmWINS Insurance Brokerage, LLC INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 22-23 Master 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 DSBR (INSR / 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 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		OHV9057842	03/17/2022	03/17/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADY INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000 PDLI \$ 25,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		OHV9057842	03/17/2022	03/17/2023	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	Y/N Y	UB4K197044	03/17/2022	03/17/2023	<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 Liability		SP2010621L	03/17/2022	03/17/2023	Limit \$2,000,000 Deductible 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.

<b>CERTIFICATE HOLDER</b> NH Department of Energy 21 S. Fruit Street, Suite 10 Concord NH 03301	<b>CANCELLATION</b> 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 <i>James Santo</i>
----------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



**Horizon**  
Residential Energy Services NH, LLC



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

Horizon RES NH LLC  
October 24, 2022

Key Personnel for WAP Quality Assurance Inspection Contract covering WAP program years 2022 and 2023

**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](http://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: \$100,000 Percentage of salary from OSI contract: 15% Total: \$15,000

**Ken Cantara, Field QA Technician:** Ken Cantara comes to Horizon-RES after working for 15 years in the Low Income Weatherization Assistance as Energy Auditor and Weatherization Technical Coordinator. Ken became a State Certified Energy Auditor in 2006 and currently holds certifications from BPI as Building Analyst, Energy Auditor and Quality Control Inspector. He is a current board member of REPA-NH and is a member of the State of New Hampshire Weatherization Technical Committee. Ken is also continually attending trainings, webinars, and classes regarding Building Science and Healthy Homes. Ken was honorably discharged from the U.S. Army and served 21 years in the National Guard.

Salary: \$65,000 Percentage of salary from OSI contract: 50% Total: \$32,500

**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: \$62,000 Percentage of salary from OSI contract: 20% Total: \$12,400