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30

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DEPARTMENT OF ENERGY
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Concord, N.H. 03301-2429

July 10, 2024

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 enter into a contract with Apple Energy Group LLC (AEG), of Austin, TX, Vendor # 498313, for an amount not to exceed $327,725, to provide assistance for monitoring of subgrantees of the Bipartisan Infrastructure Law Weatherization Assistance Program (BIL WAP) effective upon Governor and Executive Council approval through June 30, 2027, with the option to extend the contract up to 18 months with Governor and Executive Council approval. **Funding is 100% Federal Funds.**

Funding is available in the account BIL WAP as follows:

| | FY 25 |
|---|---|
| 02-52-52-520010-62610000-102-500731: | |
| Contracts for Program Services | $327,725 |

## EXPLANATION

The Department respectfully requests authority to enter into a contract with AEG in an amount not exceeding $327,725. AEG has significant experience with the Weatherization Assistance Program, specifically with field monitoring and quality assurance inspections.

The Department issued a Request for Proposals (RFP) on February 23, 2024, RFP #2024-002, with proposals due on April 5, 2024. The notice of the RFP was published in the Union Leader for three days, posted on the Department's website, and posted on the procurement website at the Department of Administrative Services for the entire open period. The Department received one response to its RFP. An evaluation team comprising Joe Cicirelli, BIL WAP Program Manager; Michele York, BIL WAP Program Specialist; Abygayle Fisher-Graham, Grid Resiliency Program

Manager; Tyler Minnich, Program Manager; Brittany Mitchell, WAP Program Specialist, evaluated the proposal. AEG was determined to be the highest-scoring qualified proposal.

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

Your consideration of this request is appreciated.

Respectfully submitted,

Jared S. Chicoine
Commissioner

| RFP #2024-002 WAP/Quality Assurance and Training & Technical Assistance Services | Date of Review: April 18, 2024 |
|---|---|
| Scoring Team Members: Joe Cicirelli, BIL WAP Manager; Michele York, BIL WAP Program Specialist; Abygayle Fisher-Graham, Grid Resiliency Program Manager; Tyler Minnich, Program Manager; Brittany Mitchell, WAP Program Specialist | |
| Bidder: | Apple Energy Group |
| Quality and Clarity of Proposal: Overall responsiveness to the requirements of the RFP, including completeness, clarity, and quality of proposal. (Maximum Point Score: 10) | 8 |
| Soundness of Proposed Plan of Approach: The proposal discusses in detail how the proposer plans to perform the services and how resources will be deployed. (Maximum Point Score: 20) | 15 |
| Qualifications of Proposer; Knowledge and Experience; Capacity: The proposer possesses adequate experience, credentials, knowledge of WAP and TREAT, and staff capacity to provide T&TA services. (Maximum Point Score: 30) | 22 |
| Communication Skills: The proposer has demonstrated the ability to effectively communicate with the Department, CAAs, and BIL WAP clients, and the ability to communicate technical information clearly, verbally, and in writing. (Maximum Point Score: 15) | 13 |
| Confidence in Proposer's Ability to Meet Timelines: The proposer has demonstrated the capacity to meet project deadlines, including report submission. (Maximum Point Score: 10) | 7 |
| Budget: Shows fiscal responsibility, reasonableness of costs, and understanding of available project funds. (Maximum Point Score: 15) | 14 |
| **Total Score** | **79** |
| **Price** | **$327,725** |

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<br>Department of Energy | | 1.2 State Agency Address<br>21 S. Fruit St., Ste. 10, Concord, NH 03301 | |
| 1.3 Contractor Name<br>Apple Energy Group LLC | | 1.4 Contractor Address<br>8911 N Capital of Texas Hwy, Ste 4200, Austin, TX 78759 | |
| 1.5 Contractor Phone Number<br>(512) 638-7999 | 1.6 Account Unit and Class<br>62610000-102 | 1.7 Completion Date<br>June 30, 2027 | 1.8 Price Limitation<br>$327,725 |
| 1.9 Contracting Officer for State Agency<br>Joseph S. Cicirelli | | 1.10 State Agency Telephone Number<br>(603) 271-6011 | |
| 1.11 Contractor Signature<br>Greg Hall Date: 6/1/2024 | | 1.12 Name and Title of Contractor Signatory<br>Greg Hall, President | |
| 1.13 State Agency Signature<br>Jared C Date: 6/20/24 | | 1.14 Name and Title of State Agency Signatory<br>Jared S. Chicoine, Commissioner | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: Director, On: | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: On: 6/20/2024 | | | |
| 1.17 Approval by the Governor and Executive Council *(if applicable)*<br>G&C Item number: G&C Meeting Date: | | | |

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

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

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

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

**7. PERSONNEL.**

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

**9. TERMINATION.**

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials

Date 6/1/24

**14. INSURANCE.**

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

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

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

**16. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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

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

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

## EXHIBIT A

## SPECIAL PROVISIONS

1. This Agreement becomes effective upon approval by Governor and Executive Council and concludes on June 30, 2027, unless extended for an additional period (not to exceed 18 months) to conduct the same or similar work, and the not-to-exceed amount may be increased, all at the sole option of the State, contingent upon satisfactory Contractor performance, projected requirements for similar consulting services, and Governor and Executive Council approval.

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

3. The Department may issue Subgrantee Memorandum (SM) and Subgrantee Notices (SN). All such changes and additions shall be considered to be 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 an SM, SN, or other instructions, as necessary.

4. Close out of contract – All final required reports and reimbursements shall be submitted to Department within 30 days of the completion date.

5. This is not a Research and Development (R&D) award. The Department's indirect cost rate is 10 percent.

# EXHIBIT B

## SCOPE OF SERVICES

This Agreement (hereinafter "contract" or "agreement") is entered into, subject to the approval of the Governor and Executive Council, by and between Apple Energy Group LLC, Austin, TX (hereinafter "AEG" or "Contractor") and the New Hampshire Department of Energy, Concord, NH (hereinafter "Department").

A. For Quality Assurance Inspection (QAI) Services:

1. To randomly select, in each program year during the term of the contract and in each of the Community Action Agency (CAA) territories, the required number of housing units on which quality assurance inspections will be performed based on information from the CAA regarding units completed and in progress. The Department reserves the right to add more quality assurance inspections to the scope in one or more CAA territories if it determines that such additions are necessary – for certitude about compliance, for instance – and are possible within the budget and time available. For each of the program years below, the Department is seeking a proposal for QAI services on 10% of the completed dwellings; those services are to be approximately allocated in the following manner among each of the CAA territories:

**Estimated BIL WAP QAI Schedule (# of units)**

| Subgrantees: | PY 2022 (ends 6/30/23) | PY 2023 (ends 6/30/24) | PY 2024 (ends 6/30/25) | PY 2025 (ends 6/30/26) | PY 2026 (ends 6/30/27) |
|---|---|---|---|---|---|
| Belknap-Merrimack Counties Community Agency | 1 | 4 | 5 | 7 | 7 |
| Southern New Hampshire Services | 3 | 6 | 12 | 14 | 13 |
| Southwestern Community Services | 1 | 2 | 3 | 4 | 4 |
| Community Action Partnership of Strafford County | 3 | 3 | 3 | 3 | 3 |
| Tri-County Community Action Program | 2 | 3 | 6 | 6 | 7 |
| **Estimated Annual Totals** | **10** | **18** | **29** | **34** | **34** |

Please note that the 10% inspection requirement will apply to projects completed in PY 2022 & PY 2023. The Department will collaborate with the selected Contractor to develop a plan that includes the inspections of these previously weatherized units for an approximate total of 125 quality assurance inspections.

2. To schedule a review of client file information and on-site unit inspection reports for each randomly selected unit in collaboration with the subgrantees. Review of client files shall occur prior to visiting a client's home and performing the quality

assurance inspection. Subgrantees and completed units are located throughout the state. File review consists of, but is not limited to, reviewing reports, forms, work orders, and invoices for complete and accurate information.

3. To review electronic audit files and dwelling modeling in Targeted Retrofit Energy Analysis Tool (TREAT) software to determine the cost-effectiveness of measures and projects.

4. To perform comprehensive quality assurance inspections utilizing the NH Policy and Procedures Manual (PPM) and Field Guide Standards, including a review of the quality of workmanship. Field inspections should also include verification of building dimensions, space and surface locations and functions, window and door values and quantities, heating and domestic hot water system operation and safety, etc., and verification of installed insulation and air sealing measures using a post-weatherization blower door test. Verification of ventilation requirements must be done using ASHRAE 62.2-2016. The Department has a standardized form that the Contractor will utilize for reports.

5. To utilize appropriate test-out diagnostics, including but not limited to combustion appliance zone, ambient CO, pressure pan, blower door, infrared camera, and fan flow testing.

6. To take digital pictures documenting poor and good-quality work.

7. To draft written quality assurance and in-progress safety inspection reports, based on file review and in-field findings and observations, for the Department review and comment before final preparation for delivery to the responsible CAA. The contractor may be required to assist the Department in resolving any issues identified during the inspection process. Further drafts of the report should incorporate comments and content introduced by the Department. The Department has a standardized form that the Contractor will utilize for reports.
   a. Draft reports shall be provided to the Department within 14 calendar days of the in-field inspection for the Department review and return to the contractor within 21 calendar days of the in-field inspection, and final reports provided to the Department and the responsible CAA within 30 calendar days of the in-field inspection. The Contractor will provide all draft and final reports to the Department and Subgrantees electronically.
   b. Assistance to the Department with tracking of reports delivered to and responses received from CAA; responses are to be received by the Department and the Contractor within 30 days of the delivery of the report to the CAA.
   c. Assistance to the Department in determining if responses received from CAA meet the compliance requirements of the BIL WAP.

8. To perform a total of at least thirty (30) in-progress health and safety inspections, two in each program year of the contract period on randomly selected projects in each CAA jurisdiction, and to provide a written report on each such inspection using the Department reporting form developed for that purpose. In-progress health and safety inspections may include but are not limited to:
   a. Observing the overall efficiency and effectiveness of the work, including a review of the work scope and interviewing workers and clients.
   b. Reporting on adherence to OSHA regulations, EPA Renovation, Repair, and Painting (RRP) regulations, worker personal protective equipment use, federal Center for Disease Control and state Health and Human Services requirements, etc., in accordance with Sections 7.4.1, 7.4.2, and 7.4.3 of the NH PPM.

   If the inspection finds unsafe practices, the quality assurance inspector shall immediately notify the workers on site, the homeowner, the CAA responsible for the work, and the Department.

9. To record weatherization work deficiencies observed during both the Quality Assurance Inspection process and the in-progress health and safety inspections, and then to work with the Department BIL WAP Manager to design and possibly deliver T&TA activities to address and correct those deficiencies.
   a. Categorize non-compliance issues to identify and analyze emerging trends, patterns, and areas of concern in inspection activities. Quarterly, provide comprehensive interpretations of the trends and offer actionable recommendations to enhance inspection procedures, improve compliance, reduce inconsistencies, and address any identified weaknesses or risks.

10. Re-inspection of previously inspected units if determined necessary by the Department.

11. To participate with the Department and BIL WAP monitoring vendor (Foster Sustainable Energy, LLC) to establish risk-mitigating activities for subgrantee non-compliance.

B. <u>For Training and Technical Assistance Services</u>

This will include 18 total days of training, as outlined here:

1. Provide feedback and recommendations to the Department for program training activities that address field observations and improve program services; and, in collaboration with the Department, design and possibly conduct field and administrative training as necessary to address and correct observed program deficiencies.
   a. Provide the Department with up to six days of DOE/BPI Certified T&TA for each program year 2024, 2025, and 2026. The topics of which will be collaboratively selected by Department, AEG, and the Subgrantees.

b. Provide the Department with up to six days of IREC Certified T&TA for each program year 2024, 2025, and 2026. The topics of which will be collaboratively selected by Department, AEG, and the Subgrantees.

Compile and submit reports detailing each training event, including participant information, feedback, and outcomes.

2. In collaboration with the Department and in alignment with findings from QAIs or requests from Subgrantees, coordinate the delivery of up to six days of TREAT training annually. Such training generally falls into each of the following categories:
   a. Novice. Training according to the TREAT Manual, Policies and Procedures Manual, and best practices. This course is designed for those who have not had TREAT training.
   b. Intermediate. This course is designed for those with TREAT experience who need refresher skills to optimize the software's use.
   c. Expert. Audit reviews and challenging model consultation. This course is for advanced TREAT users and identifies areas for improvement in models.

   Compile and submit reports detailing each TREAT training event, including participant information, feedback, and outcomes.

## EXHIBIT C

## CONTRACT AMOUNT, TERMS AND METHODS OF PAYMENT

1. This Agreement becomes effective upon approval by Governor and Executive Council and concludes on June 30, 2027, unless extended by mutual agreement and approved by the Governor and Executive Council.

2. Apple Energy Group LLC, ("Contractor") shall charge for services outlined in Exhibit B on Flat-Rate Per Unit and Flat-Rate Per Day Prices (all-inclusive of compensation and expenses) per the following schedules up to a total not-to-exceed price of $327,725. Invoices for work done will be accepted by the Department no more frequently than once per month.

**QAI Budget: Pricing is Flat-Rate Per Unit Price (all-inclusive of compensation and expenses)**

| Classification | PY2024 | PY2025 | PY2026 | Per Unit Price | Total |
|---|---|---|---|---|---|
| In-progress Safety Inspections | 10 Units | 10 Units | 10 Units | $1,495.00 | $44,850 |
| Quality Assurance Inspections | 28 Units | 46 Units | 51 Units | $1,495.00 | $186,875 |
| **Total** | | | | | **$231,725** |

**T&TA Budget: Pricing is Flat-Rate Per Day Price (all-inclusive of compensation and expenses)**

| Classification | PY2024 | PY2025 | PY2026 | Per Day Price | Total |
|---|---|---|---|---|---|
| TREAT T&TA | 6 Days | 6 Days | 6 Days | $1,777.78 | $32,000 |
| DOE/BPI Certified T&TA | 6 Days | 6 Days | 6 Days | $1,777.78 | $32,000 |
| IREC Certified T&TA | 6 Days | 6 Days | 6 Days | $1,777.78 | $32,000 |
| **Possible Total** | **18 Days** | **18 Days** | **18 Days** | | $96,000 |

3. Price Limitation: The total amount paid for services and costs pursuant to the contract shall not exceed $327,725.

4. Method of Payment: Payment shall be made on satisfactory completion of the assigned work on the basis of monthly invoices reviewed and approved by the Department. All invoices shall be supported by a summary of activities that have taken place in accordance with the terms of the contract. Invoices shall provide adequate backup, including the dates and hours worked per individual during the month and the service provided during those hours. Invoices shall be submitted by email to Joseph Cicirelli, BIL Weatherization Program Manager, at joseph.s.cicirelli@energy.nh.gov or mailed to Joseph Cicirelli, New Hampshire Department of Energy, 21 South Fruit Street, Suite 10, Concord, New Hampshire 03301-2428.

All obligations of the State, including the continuance of any payments, are contingent upon the availability of US DOE BIL WAP funds for the services to be provided.

6. All outlined activities must be completed no later than June 30, 2027, and the final invoice must be received at the Department by July 31, 2027.

7. Contractor shall comply with 2 CFR 200 as amended by 2 CRF Part 910 and 10 CFR Part 440 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

# 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 CONTRACTORS 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 Contractors (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a Contractor (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Joseph Cicirelli, BIL Weatherization Assistance Manager, New Hampshire Department of Energy
21 S. Fruit Street, Suite 10, Concord, NH 03301

(A) The Contractor certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about–

(1) The dangers of drug abuse in the workplace;
(2) The Contractor's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will–

(1) Abide by the terms of the statement; and

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

(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;

(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 Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

| | |
|---|---|
| Community Action Partnership of Strafford County<br>577 Central Avenue, Suite 10, Dover, NH 03820 | Southern New Hampshire Services<br>40 Pine Street, Manchester, NH 03103 |
| Southwestern Community Services<br>63 Community Way, Keene, NH 03431 | Tri-County Community Action Program<br>30 Exchange Street, Berlin, NH |
| Community Action Program Belknap-Merrimack Counties, Inc.<br>2 Industrial Park Drive, Concord, NH 03302 | Apple Energy Group<br>14 Sanford, St.<br>Medway, MA 02053 |

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

Apple Energy Group LLC
Contractor Name

Upon G&C approval through June 30, 2027
Period Covered by this Certification

Greg Hall, President
Name and Title of Authorized Contractor Representative

Greg Hall
Contractor Representative Signature

6/1/2024
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
**Weatherization Assistance Program**

Contract Period: **From the date of approval by the NH Governor and Executive Council to June 30, 2027**

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-I.

(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.

Greg Hall
Contractor Representative Signature

President
Contractor's Representative Title

Apple Energy Group LLC
Contractor Name

6/1/2024
Date

## 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 (Department) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

(3) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

(4) The prospective primary participant shall provide immediate written notice to the Department to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.

(6) The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.

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

(8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

(9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the Department may terminate this transaction for cause or default.

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

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

(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 (l) (b) of this certification; and

(d) have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

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

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

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

| | |
|---|---|
| Contractor Representative Signature | President<br>Contractor's Representative Title |
| Apple Energy Group LLC<br>Contractor Name | 6/1/2024<br>Date |

## NEW HAMPSHIRE DEPARTMENT OF ENERGY

## STANDARD EXHIBIT G

### CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Greg Hall

Contractor Representative Signature

President

Contractor's Representative Title

Apple Energy Group LLC

Contractor Name

6/1/2024

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/contractor certifies that it will comply with the requirements of the Act.

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

| | |
|---|---|
| Contractor Representative Signature | President<br>Contractor's Representative Title |
| Apple Energy Group LLC<br>Contractor Name | 6/1/2024<br>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 (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.

Apple Energy Group LLC, (Hereinafter called the "Contractor") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385) and Title 10, Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Contractor agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Contractor receives Federal assistance from the 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 Contractor by the Department of Energy, this assurance obligates the Contractor for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Contractor for the period during which the Federal assistance is extended to the Contractor by the Department of Energy.

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

**Subrecipient Assurance**

The Contractor shall require any individual, organization, or other entity with whom it subcontracts, 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 Contractor agrees to compile and maintain information pertaining to programs or activities developed as a result of the Contractor's receipt of Federal assistance from the 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 Contractor agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Contractor from the use of Federal assistance funds extended by the Department of Energy. Facilities of the Contractor (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Contractor's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the 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 Contractors by the Department of Energy, including installment payments on account after such data of application for Federal assistance which are approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Contractor.

**Contractor Certification**

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

Representative Name/Title: Greg Hall, President

Signature: Greg Hall Date 6/1/2024

Apple Energy Group LLC
8911 N Capital of Texas Highway
Suite 4200
Austin, TX 78759

# NEW HAMPSHIRE DEPARTMENT OF ENERGY
## EXHIBIT J
## CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

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

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the 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) Principal place of performance
9) Unique identifier of the entity (UEI #)
10) Total compensation and names of the top five executives if:
    a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    b. Compensation information is not already available through reporting to the SEC.

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

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

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

| | |
|---|---|
| Contractor Representative Signature | Greg Hall, President<br>Authorized Contractor Representative Name & Title |
| Apple Energy Group LLC<br>Contractor Name | 6/1/2024<br>Date |

**NEW HAMPSHIRE DEPARTMENT OF ENERGY**
**EXHIBIT J**
**FORM A**

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

1. The UEI number for your entity is: 845231088

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) $30,000,000 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: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

# NEW HAMPSHIRE DEPARTMENT OF ENERGY

## EXHIBIT K

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

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

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

*Definitions:*

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

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

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

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

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

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

- Drywall.

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

*Buy America Preference:*

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

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

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

The Contractor and its subcontractor, or other person, firm, or corporation, will provide the best available documentation illustrating compliance with the Buy America Preference. The Department reserves the right to request additional information from the Contractor to further demonstrate compliance with the Buy America preference. Compliance may be met by providing the following:

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

*Waivers:*

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

Waivers must be based on one of the following justifications:

1. Applying the Buy America Preference would be inconsistent with the public interest (Public Interest);

2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (Nonavailability); or
3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (Unreasonable Cost).

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

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

The USDOE and the Department may request, and the Contractor must provide, additional information for consideration of this wavier. The USDOE's final determination regarding approval or rejection of the waiver request may not be appealed.

| | |
|---|---|
| Contractor Representative Signature | Greg Hall, President<br>Authorized Contractor Representative Name & Title |
| Apple Energy Group LLC<br>Contractor Name | 6/1/2024<br>Date |

## NEW HAMPSHIRE DEPARTMENT OF ENERGY

## EXHIBIT L

## CERTIFICATION REGARDING NHPA and NEPA COMPLIANCE FOR WAP23

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of the National Environmental Policy Act (NEPA) 42 U.S.C. §4321 et seq., rules promulgated thereunder (40 CFR Parts 1500-1508), guidance documents issued by the Office of Management and Budget or the U.S. Department of Energy (US DOE), New Hampshire Department of Energy (Department) executed Historic Preservation Programmatic Agreement, and US DOE Office of Energy Efficiency and Renewable Energy (EERE) NEPA Determination GFO-WAP-BIL-2022A (NEPA Determination-WAP22).

The Contractor agrees to assure compliance with Section 106 of the National Historic Preservation Act (NHPA) and the Department executed Historic Preservation Programmatic Agreement prior to authorizing the use of funds.

The Contractor agrees that it will not fund activities that are not "Allowable Activities" pursuant to the National Environmental Policy Act (NEPA) Determination-WAP-BIL22, which include:

1. Administrative activities associated with management of the designated Weatherization Office and management of programs and strategies in support of weatherization activities.

2. Development and implementation of training programs and strategies for weatherization effort, including initial home energy audits, final inspections, and client education.

3. Purchase of vehicles and equipment needed for administrative activities, weatherization energy audits, installation of measures indicated below, and quality control inspections.

4. Weatherization activities provided that activities adhere to the requirements of the respective Recipient Department executed Historic Preservation Programmatic Agreement, are installed in existing buildings, are appropriately sized, are covered by Appendix A of 10 CFR 440, and/or approved as part of the energy audit approval procedures and material approvals process, and limited to:

   a. Building Shell Measures:
      i. Install insulation where needed;
      ii. Perform air sealing;
      iii. Repair and replace windows, storm windows, install window film, awnings and solar screens;
   b. Mechanical Measures:
      i. Clean, tune, repair, or replace heating and/or cooling systems;
      ii. Install duct and heating pipe insulation;
      iii. Repair leaks in heating/cooling ducts;
      iv. Install programmable thermostats;
      v. Repair/replace domestic water heaters;
      vi. Install domestic hot water heater tank insulation;

c. Electric and Water Measures:
   i. Install efficient light sources;
   ii. Install low-flow showerheads;
   iii. Replace inefficient refrigerators with energy-efficient models.

5. Energy-related health and safety measures (per Weatherization Program Notice 22-7, or the most current guidance) provided that activities adhere to the requirements of the Department executed Historic Preservation Programmatic Agreement, occur in existing buildings, and are limited to:

a. Combustion appliance safety inspections;
b. Air quality assessment and limited removal of formaldehyde, volatile organic compounds, flammable liquids, and other air pollutants;
c. Gas and bulk fuel leak inspections;
d. Testing and/or containment, removal or disposal of lead, asbestos, mold, moisture, refrigerant, mercury, and other materials so WAP activities may be completed;
e. Radon testing and the installation of precautionary measures to minimize radon infiltration, including but not limited to, sump pump covers, covering exposed dirt floors with polyethylene sheeting which contains a rating of no more than 0.1 perm, which is sealed and attached at all seams, walls and foundation penetrations;
f. Inspection of combustion appliances and installation of carbon monoxide and smoke alarms;
g. Install ventilation as required by the American Society of Heating and Air-Conditioning Engineers (ASHRAE) 62.2-2016 standard, including blower door testing addressing infiltration, ventilation, and exhaust.

6. Weatherization Readiness Fund (WRF) supported activities focused on structural, health, and safety issues in the dwelling which must be addressed before weatherization measures can be safely and effectively installed, provided that those activities adhere to the requirements of the Department executed Historic Preservation Programmatic Agreement, are installed in existing buildings, and are limited to:

a. Repair/replace damaged windows and doors;
b. Electrical and plumbing repairs;
c. Roof repairs;
d. Interior and exterior wall repairs;
e. Ceiling repairs;
f. Floor repairs;
g. Foundation or subspace (crawl space) repairs;
h. Exterior drainage repairs limited to gutter repair or replacement, trimming shrubs, and/or grading in close proximity to the perimeter of the foundation.

7. Incidental and necessary energy-related repairs and replacements limited to:

a. Repair/replace damaged windows and doors;
b. Electrical and plumbing repairs;

8. Development, implementation, and installation of onsite renewable energy technology from renewable resources, provided that activities adhere to the requirements of the Department executed Historic Preservation Programmatic Agreement, are installed in or on an existing structure, and do not require ground disturbance or tree removal, and limited to:

a. PV systems appropriately sized that do not exceed 60 kW;
b. Solar hot water heating systems appropriately sized that do not exceed 200,000 BTU/HR;
c. Battery storage, if applicable, attached to a structure (e.g., inside a garage) and not visible from the public right of way.

Activities/projects not listed above, including ground disturbing activities and tree removal; activities where the following elements exist: extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project; and activities restricted elsewhere in Award No. DE-EE0010001 are not "Allowable Activities."

Activities that do not qualify as "Allowable Activities" as defined above are subject to additional NEPA review, which requires additional documentation and submission of an environmental questionnaire. If the Contractor wants to fund activities that do not qualify as "Allowable Activities," then Contractor agrees to notify the Department WAP Administrator, and to seek NEPA review through the Department WAP Administrator. Activities requiring NEPA review are not authorized for Federal funding and the Contractor may not undertake or fund those activities unless and until the US DOE Contracting Officer, through the Department WAP Administrator, provides written authorization for those activities.

All activities related to hazardous material identified during a WAP job will be managed in accordance with applicable federal, state, and local requirements.

The Contractor agrees to document conformance with the Allowable Activities listed above before commencement of any project.

The Contractor agrees to complete the online US DOE training on NEPA and Historic Preservation at www.energy.gov/node/4816816. Proof of complete training must be submitted to the Department WAP Administrator.

| | |
|---|---|
| Contractor Representative Signature | Greg Hall, President<br>Authorized Contractor Representative Name & Title |
| Apple Energy Group LLC<br>Contractor Name | 6/1/2024<br>Date |

# State of New Hampshire

# Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that APPLE ENERGY GROUP LLC is a Texas Limited Liability Company registered to transact business in New Hampshire on June 05, 2024. 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: **963082**

Certificate Number : **0006706418**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this **5th** day of **June** A.D. **2024.**

David M. Scanlan

Secretary of State

**Certificate of Authority # 3** *(Limited Liability Corporation - LLC)*

## LLC Certification of Authority

I. GREG HALL, hereby certify that I am the sole Partner, Member or Manager
*(Name)*
and the sole officer of APPLE ENERGY GROUP LLC a limited liability corporation under RSA 304-B. a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC.

DATED: 24 May 2024 ATTEST: Greg Hall MANAGER
(Name & Title)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/20/2024

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 be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| HEATON BENNETT INSURANCE LP/PHS<br>65813619<br>The Hartford Business Service Center<br>3600 Wiseman Blvd<br>San Antonio, TX 78251 | PHONE (A/C, No, Ext): (866) 467-8730 | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC# |
|---|---|---|
| APPLE ENERGY GROUP LLC<br>8911 N CAPITAL OF TEXAS HWY STE 4200<br>AUSTIN TX 78759 | INSURER A : Twin City Fire Insurance Company | 29459 |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>[X] General Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [X] LOC<br>[ ] OTHER: | X | | 65 SBA AB5901 | 06/24/2024 | 06/24/2025 | EACH OCCURRENCE | $1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $1,000,000 |
| | | | | | | | MED EXP (Any one person) | $10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | | | | | | | | |
| A | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS [X] NON-OWNED AUTOS | | | 65 SBA AB5901 | 06/24/2024 | 06/24/2025 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | |
| | | | | | | | BODILY INJURY (Per accident) | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | |
| | | | | | | | | |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE | |
| | | | | | | | AGGREGATE | |
| | | | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | [ ] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | |
| | | | | | | | E.L. DISEASE -EA EMPLOYEE | |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | |
| A | EMPLOYMENT PRACTICES LIABILITY | | | 65 SBA AB5901 | 06/24/2024 | 06/24/2025 | Each Claim Limit | $10,000 |
| | | | | | | | Aggregate Limit | $10,000 |

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

**CERTIFICATE HOLDER**

State of New Hampshire
Department of Energy
21 S FRUIT ST
CONCORD NH 03301

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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