

STATE OF NEW HAMPSHIRE

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JS

COMMISSIONER
Jared S. Chicoine

DEPUTY COMMISSIONER
Christopher J. Ellms, Jr.



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

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

Tel. (603) 271-3670

FAX No. 271-1526

Website:
www.energy.nh.gov

December 18, 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 JCN Partners Inc. (JCN), of Huntersville, NC, Vendor #477700, for an amount not to exceed \$220,000, to provide training and technical assistance coordination for the Bipartisan Infrastructure Law Weatherization Assistance Program (BIL WAP) effective upon Governor and Executive Council approval through June 30, 2027. **Funding is 100% Federal Funds.**

Funding is available in the account BIL WAP as follows:

02-52-52-520010-62610000-102-500731:	<u>FY 25</u>
Contracts for Program Services	\$220,000

EXPLANATION

The Department respectfully requests authority to enter into a contract with JCN in an amount not exceeding \$220,000. JCN is certified by Interstate Renewable Energy Council to deliver certified Weatherization Assistance Program training to all home energy professional career positions.

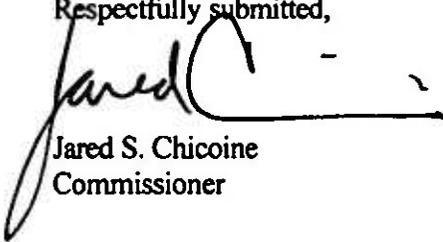
The Department issued a Request for Proposals (RFP) on May 30, 2024, RFP #2024-005, with proposals due on July 11, 2024. The notice of the RFP was published in the Union Leader for three days, posted on the Department's website and posted on the procurement website at the Department of Administrative Services for the entire open period. The RFP was also distributed to the WAP Trainer's Consortium, ensuring broad distribution to potentially qualified entities. The Department received two responses to its RFP. An evaluation team comprising Joe Cicirelli, BIL WAP Program Manager; Michele York, BIL WAP Program Specialist; Startreece Snow, Federal Grants Coordinator, Michael Angiulo, Program Manager, Lucia Roth, Program Associate, evaluated the proposal. JCN was determined to be the highest-scoring qualified proposal.

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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 #2024-005 BIL WAP Training & Technical Assistance Services		Date of Review: July 31, 2024 & August 1, 2024	
Scoring Team Members: Joe Cicirelli, BIL WAP Program Manager; Michele York, BIL WAP Program Specialist; Startreese Snow, Grants Program Coordinator; Lucia Roth, Program Associate; Michael Angiulo, Program Manager.			
Bidders:	JCN Partners Inc.	Apple Energy Group	
<u>Quality and Clarity of Proposal</u> : Overall responsiveness to the requirements of the RFP, including completeness, clarity, and quality of proposal. (Maximum Point Score: 10)	9	8	
<u>Soundness of Proposed Plan of Approach</u> : Proposal discusses in detail how proposer plans to perform the services and how resources will be deployed. (Maximum Point Score: 20)	18	16	
<u>Qualifications of Proposer; Knowledge and Experience; Capacity</u> : The proposer (and staff assigned to perform the services) possesses adequate experience, credentials, knowledge of WAP and energy modeling software, and staff capacity to provide T&TA services, including the ability to perform additional work should the scope of services need to be increased. (Maximum Point Score: 30)	28	25	
<u>Communication Skills</u> : The proposer has demonstrated the ability to effectively communicate with WAP Grantees, Subgrantees, and WAP clients and the ability to communicate technical information clearly, verbally, and in writing. (Maximum Point Score: 15)	14	11	
<u>Confidence in Proposer's Ability to Meet Timelines</u> : The proposer has demonstrated the capacity to meet project deadlines, including report submission. (Maximum Point Score: 10)	9	8	
<u>Budget</u> : Shows fiscal responsibility, reasonableness of costs, and understanding of available project funds. (Maximum Point Score: 15)	13	13	
Total Score	91	81	
Price	\$220,000	\$210,000	

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

I. IDENTIFICATION.

1.1 State Agency Name Department of Energy		1.2 State Agency Address 21 S. Fruit St., Ste. 10, Concord, NH 03301	
1.3 Contractor Name JCN Partners Inc.		1.4 Contractor Address 8720 Camberly Rd, Huntersville, NC 28078	
1.5 Contractor Phone Number (704) 996-8565	1.6 Account Unit and Class 62610000-102	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$220,000
1.9 Contracting Officer for State Agency Joseph S. Cicirelli		1.10 State Agency Telephone Number (603) 271-6011	
1.11 Contractor Signature  Date: 11/12/24		1.12 Name and Title of Contractor Signatory Chris Boggiano, President	
1.13 State Agency Signature  Date: 11/12/24		1.14 Name and Title of State Agency Signatory Jared S. Chicoine, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: 		On: 11/18/2024	
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number:		G&C Meeting Date:	

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

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

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

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

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

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

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

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

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

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

EXHIBIT A

SPECIAL PROVISIONS

1. 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. Prohibition on Boycotting Israel

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

"Boycotting Israel" means engaging in refusals to deal, terminating business activities, or other similar commercial actions intended to limit commercial relations with persons doing business in Israel or in Israeli-controlled territories when the actions are taken (1) in compliance with or adherence to calls for a boycott of Israel other than those boycotts to which Pub. L. No. 96- 78, § 8, 93 Stat. 522 (1979) applies; or (2) in a manner that discriminates on the basis of nationality, national origin, or religion that is not based on a legitimate business reason.

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

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

3. The contractor agrees to maintain confidential all information to which it has access until such time as it is instructed otherwise by the Department.
4. The Department may issue Subgrantee Memorandum (SM) and Subgrantee Notices (SN). All such changes and additions shall be considered to be incorporated into the New Hampshire Weatherization Assistance Program (WAP) *Policies and Procedures Manual and Field Guide*. JCN agrees to alter the quality assurance inspection procedures in accordance with an SM, SN, or other instructions, as necessary.

5. All awards made under this program shall comply with applicable laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200 and 2 CFR Part 910 and including 10 CFR 440 - Weatherization Assistance for Low-Income Persons.
6. The costs charged under this contract shall be determined as allowable under the cost principles detailed in 2 CFR Part 200, as amended by 2 CFR Part 910 and 10 CFR 440 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
7. Program and financial records pertaining to this contract shall be retained by the Grantee for three years from the date of submission of the final expenditure report or, for awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, as stated in 2 CFR 200.334-338 - Retention Requirements for Records.
8. RESTRICTION ON ADDITIONAL FUNDING. It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law.
9. PROCUREMENT. Sub-grantee shall comply with all provisions of 2 CFR 200 Subpart D -- Post Federal Award Requirements -- Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F - Audit Requirements) and property management (2 CFR 200 Subpart D -- Post Federal Award Requirements - Property Standards).
10. These provisions flow down to all sub-grantee and/or sub-contractors), as stated in 2 CFR 200.327.
11. During the duration of the contract the Grantee must have a valid and active Unique Entity Identifier (UEI) registration in SAM.gov.
12. Close out of contract -- All final required reports and reimbursements shall be submitted to Department within 30 days of the completion date.
13. This is not a Research and Development (R&D) award. The Department's indirect cost rate is 25.1 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 JCN Partners Inc., Huntersville, NC (hereinafter "JCN" or "Contractor") and the New Hampshire Department of Energy, Concord, NH (hereinafter "Department").

JCN shall collaborate with the Department and its five Subgrantees to develop and implement a weatherization training curriculum based on the New Hampshire Weatherization Field Guide, which is aligned with the National Renewable Energy Laboratory's (NREL) Standard Work Specifications to provide high-quality energy upgrades to single-family, manufactured housing, and multifamily dwellings made up of no more than four units. The Department does not perform weatherization on multifamily dwellings with more than four units and requires no multi-family (greater than four units) weatherization training.

Training activities shall be designed to maintain or increase the state WAP's efficiency, quality, and effectiveness at all levels and include Comprehensive and Specific training (see definitions below). Such training activities shall be designed to maximize energy savings, minimize production costs, improve local program management and contractor quality of work, and reduce the potential for waste, fraud, abuse, and mismanagement. Those appropriate training and technical assistance activities shall include but are not limited to:

- Answering technical questions from the field regarding using the NH Weatherization Field Guide, the NREL's Standard Work Specifications, and the NH WAP Policies and Procedures Manual.
- Conducting or arranging mentoring activities for weatherization staff and/or contractors as detailed in the deliverables below.
- Providing technical support to the Bipartisan Infrastructure Law WAP (BIL WAP) Manager in developing annual planning and administrative documents required by the US Department of Energy (US DOE.)
- Working from the Training and Technical Assistance (T&TA) plan provided by the Department, and with Department approval, delivering the scheduled training events per program year. If necessary, JCN will utilize third-party providers to meet the needs of the various weatherization professionals: retrofit installers, crew chiefs, home energy auditors, quality control inspectors, administrative personnel, etc.

The specific content of the workshops will be chosen from the Department T&TA plan or other pertinent resources and determined by the needs in the field in collaboration with the BIL WAP manager. The Department shall have the flexibility to select the topics most relevant to the needs of the Department's subgrantees and installers at the time of the workshops.

Definitions

Comprehensive Training: Occupation-specific training that is part of an overall curriculum aligned with the topics within the given job task analysis (JTA) being trained. Comprehensive training must be administered by, or in cooperation with, a training program accredited by a US DOE-accepted credentialing body for the JTA being taught. Training does not need to cover the entire JTA but instead can cover only a small part of the JTA and still be considered Comprehensive Training.

Specific Training: Single-issue, short-term training to address technical skills or knowledge gaps. Conference training and any training not aligned with a Home Energy Professional JTA are included in this category.

The services and deliverables to be provided by JCN include:

1. Create a training tracking system to record all training activities and participants and list all staff training needs. The system must be kept current to be used with Grantee reporting to US DOE.
2. Provide feedback and recommendations to the Department for program training activities that address US DOE (findings, concerns, recommendations), Department monitoring (findings, concerns, recommendations), Quality Assurance Inspection field observations; and, in collaboration with the Department and its monitoring partners, design and conduct field and administrative training as necessary to address and correct observed program deficiencies. All training must be based on the principles and requirements found in the New Hampshire 2020 Field Guide and US DOE's Standard Work Specifications.
 - a) Schedule and participate in a monthly 60-minute meeting with the Department and its designees to consult on training needs. Additional meeting time may be required from time to time and may be scheduled by mutual agreement.
 - b) Training delivery may include a virtual component for classroom requirements and video recording to allow access to fundamental topics on demand. JCN will be responsible for securing venues for in-person requirements for all five Subgrantees and handling scheduling and logistics for all training. JCN will award certificates of completion to attendees.
 - c) Unless otherwise pre-approved by the BI WAP manager, training shall occur in New Hampshire and JCN shall coordinate the necessary laboratory facilities for each training activity. This can include a mobile classroom concept or space provided at no cost by the Department.
3. The training plan must address the following:
 - a) Comprehensive, occupation-specific training that follows a curriculum aligned with the NREL's Job Task Analysis (JTA) for:
 - i. Installer in Years 1 & 3. (Up to 10 participants)
 - ii. Energy Auditor and QCI in Year 2. (Up to 20 participants)
 - iii. Crew Leader in Year 3. (Up to 5 participants)
 - iv. Contractor Boot Camp in Year 2. (Up to 5 participants)

Where applicable, the training must be administered by, or in cooperation with, a training program accredited by a US DOE-approved training organization that is Interstate Renewable Energy Council (IREC) certified.

- b) Training events coordination to include, but not limited to:
 - i. Plan and manage the scheduling of the events and payments to vendors.
 - ii. Identify and recruit training candidates within the weatherization network, specifically focusing on CAA staff (auditors, quality control inspectors, program directors) and weatherization contractors.
 - iii. In collaboration with and approval of the Department, secure appropriate training partners and venues, ensuring all required facilities and equipment are available.
 - iv. Maintain continuous communication with all stakeholders of the training event, including pre-and post-event information.
 - v. Compile and submit reports detailing each event, including the entity performing the training, participant information, feedback (including written participant evaluations), and outcomes. The Department will provide a template for such reports.
4. JCN will collaborate with the Department and its Subgrantees to design and implement a building shell crew and contractor "Badges" training program for the New Hampshire Weatherization Assistance Program (NH WAP) building shell crews and contractors in accordance with WAP and US DOE regulations and program guidance, including the use of the Badges Toolkit posted on nrel.gov: Installer Badges Toolkit | Standard Work Specifications.
 - a) The program shall include access to a learning management system hosting course content and short instructional videos.
 - b) JCN shall create and update a tracking system for the Badges.
5. JCN will identify Weatherization Retrofit Installer blocks that can be delivered to crews in the field via a circuit rider concept. Circuit rider will comprise two qualified trainers delivering a specific module(s) to weatherization installer crews on the job at the request of subcontractors, Subgrantees, or the Grantee. Ten (10) training events will be conducted annually, covering various Retrofit Installer blocks. Two events annually in each of the territories of the five Subgrantees unless otherwise directed by the Department. See the related Table of Training Activities below.
 - a) JCN will collaborate with the Department and its Subgrantees to assess the training need, specific modules, and training dates and locations.
6. JCN will design and deliver a T&TA Planning Workshop to the program directors and up to two designees of each of the five NH Subgrantees. The content to support:
 - a) Effective needs assessment.
 - b) Workforce development training opportunities.
 - c) Scaling the training.
 - d) Coordinating the Subgrantee T&TA plans with the Department T&TA plan.
 - e) Developing and executing a plan.JCN will conduct one or two sessions via video conference with all five Subgrantees. Additionally, JCN will allocate up to two hours for each Subgrantee to consult on their individual plans at their request.

7. In collaboration with the Department and in alignment with findings from monitoring (federal and state), QAs, or requests from Subgrantees, coordinate the delivery of up to 20 hours of training to each of the five Subgrantees during PY24, PY25, and PY26 (up to 100 hours in each of the three program years). JCN shall:
- a) Offer monthly, remote training on topics such as those listed in the table below - or related topics specifically requested by the Subgrantee. JCN will subcontract with a qualified trainer to provide the training when necessary. JCN shall report to the Department on how this service is being used, the number of training hours (number of participants multiplied by the number of hours in training), evaluations, and recording each training activity on the tracking system.
 - b) Compile and submit reports detailing each event, including participant information and feedback.

Table of Training Activities (not all-inclusive)

Program Management – Can Incorporate NREL Program Training		
Braiding Funding Sources	Planning and Budgets	Procurement
Client Relations	Quality Improvement	Economics of Weatherization
Fiscal Tasks	I&TA Planning	Production Scheduling

Energy Auditor and Quality Control Inspector (QCI) Training		
Work Order Development	Lead Safe Weatherization	Moisture and Mold Awareness
Mechanical Systems for Auditors – HVAC Fundamentals	Retrofit Installer Blocks for Shell Professionals - Introduction to Badges	SWS for Auditors QCI Program Managers
Identifying Deferrals	Blower Door Use	TREAT Training
Improving Work Scopes	Zonal Diagnostics	Gas Testing and Air Sealing
ASHRAE 62.2	Identifying Opportunities	OSHA 10
SHPO Training	Optimizing Funding Resources	Client Education
Combustion Appliance Zone (CAZ) Refresher Training	Worst Case CAZ Depressurization	Monitoring and Quality Control
Healthy Homes Evaluation	Whole House Heat Load Calculations	Communication in Weatherization

Crew Leader Training		
Project Management	Jobsite Safety	Production Methods

Moisture and Mold Awareness	Retrofit Installer Blocks with Badge Completion	Lead Safe Weatherization
Blower Door Use	Client Education	OSHA 30
EPA Certified Renovator Training	Leading a Crew	Insulation - including Spray Foam and Dense-Pack
Weatherization Contractor and Weatherization Agency Communications	Production Methods	General Building Science

Weatherization Installer/Technician Fundamentals		
Also To Be Used With the Circuit Rider Program		
Introduction to Weatherization	Blower Door	OSHA 10
Dense-pack Insulation, Hose Selection, Blower Machine Operation	Introduction to Installer Badges	Advanced Air Leakage Diagnostics and Air Sealing Techniques
Replacement Window Installation	Ductwork Sealing and Modifications	One and Two-Part Foam Installation
General Building Science	Client Education	
Mobile Home Weatherization Techniques	Specialty Weatherization Techniques for Multiple Home Types	Standard Work Specifications

8. JCN will coordinate New Hampshire's annual celebration of National Weatherization Day. Such coordination shall include:
- a) Work with the Department to create an ad hoc planning committee (comprised of weatherization stakeholders).
 - b) Schedule and coordinate all planning meetings.
 - c) Incorporating Professional Development Training activities during the day.
 - d) Executing a plan (not to exceed \$5,000 - must be included in the proposal) for the event, to include:
 - i. Training fees for presenters, if applicable.
 - ii. Digital promotion of the event to various groups in New Hampshire, including contractors, tech schools, community colleges, and other entities.
 - iii. Refreshments, snacks, and lunch for the participants.
 - iv. Cost of securing a venue for the event, if applicable.

If National Weatherization Day does not occur, or if it is coordinated by an entity other than JCN, the budget for that year's event (up to \$5,000) may be redirected to other training needs at the sole discretion of the Department.

The Department BII, Weatherization Program Manager will supervise JCN.

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. JCN shall invoice for services detailed in Exhibit B based on the table in Exhibit C Addendum, up to a total not-to-exceed price of \$220,000. Invoices for work done will be accepted by the Department no more frequently than once per month.
3. **Price Limitation:** The total amount paid for services and costs pursuant to the contract shall not exceed \$220,000.
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 as detailed in the payment terms table in the Addendum to Exhibit C. 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, BII 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 BII WAP funds for the services to be provided.

5. 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.

EXHIBIT C ADDENDUM: PAYMENT TERMS TABLE

Scope of Work and Payment Terms

Deliverable 1: Training System \$22,500

Deliverable Fee Total per Program Year

Description	Deliverable Date	PY24 (7/1/24 - 6/30/25)	PY25 (7/1/25 - 6/30/26)	PY26 (7/1/26 - 6/30/27)	Payment Date	Payment Amount	Months of Invoicing	Totals	Notes
Learning Management System Setup and Hosting Administrator Training *Cost includes hosting and maintenance fees, as well as, 2 hours of technical support each month	30 Days after contract execution.	\$12,500	\$5,000	\$5,000	Invoice upon completion of setup	\$7,500	1	\$7,500	
Learning Management System Hosting Administrator Training - ongoing	Ongoing				Monthly throughout Period of Performance provided service is not discontinued.	\$469	32	\$15,000	Billing to occur monthly beginning approximately 30 days after completion of initial setup. From that point to the end of the Period of Performance is approximately 32 months. Invoices may be adjusted if unavoidable delays are incurred.

Total Task Payment: \$22,500

Deliverable 2: Training Administration \$5,500

Deliverable Fee Total per Program Year

Description	Deliverable Date	PY24 (7/1/24 - 6/30/25)	PY25 (7/1/25 - 6/30/26)	PY26 (7/1/26 - 6/30/27)	Payment Date	Payment Amount	Months of Invoicing	Totals	Notes
Weekly Kick Off Calls Monthly 60-minute meetings during contract	30 Days after contract execution.	\$4,500	\$500	\$500	Monthly after completion with backup activity log.	\$375	12	\$4,500	
Marketing & Recruitment (ongoing) Training Logistics					Monthly after completion with backup activity log.	\$41.66	12	\$500	
Ongoing	10/1/2025				Monthly after completion with backup activity log.	\$41.66	12	\$500	
Ongoing	10/1/2026				Monthly after completion with backup activity log.	\$41.66	12	\$500	

Total Task Payment: \$5,500

Deliverable 3: Training \$44,500

Task Fee Total per Program Year

Description	Deliverable Date	PY24 (7/1/24 - 6/30/25)	PY25 (7/1/25 - 6/30/26)	PY26 (7/1/26 - 6/30/27)	Payment Date	Payment Amount	Months of Invoicing	Totals	Notes
Retrofit Installer Training	PY24	\$6,250		\$6,250	Upon Completion	\$6,250	2	\$12,500	Training module dates are flexible and can be based
Energy Auditor/QCI	PY25		\$15,000		Upon Completion	\$15,000	1	\$15,000	on current needs assessments. For example, we can
Crew Leader	PY26			\$10,000	Upon Completion	\$10,000	1	\$10,000	choose to conduct Crew Leader training in PY24 if that
Contractor Boot Camp	PY25		\$7,000		Upon Completion	\$7,000	1	\$7,000	is evaluated as a higher priority.

Total Task Payment: \$44,500

EXHIBIT C ADDENDUM: PAYMENT TERMS TABLE

Scope of Work and Payment Terms

Deliverable 4: Weatherization Installer Badges \$75,000

Deliverable Fee Total per Program Year

Description	Deliverable Date	PY24 (7/1/24 - 6/30/25)	PY25 (7/1/25 - 6/30/26)	PY26 (7/1/26 - 6/30/27)	Payment Date	Payment Amount	Months of Invoicing	Totals	Notes
Implement Weatherization Badges Program	30 Days after contract execution.	\$25,000	\$25,000	\$25,000	See below for breakdown	N/A	N/A		
System Set Up Fee	30 Days after contract execution.				Upon completion of setup	\$10,000	1	\$10,000	
Hosting, administration, and uploading of all individual accounts into the system. Includes all hosting and maintenance fees and two (2) hours of technical support each month.	Ongoing				Monthly throughout Period of Performance provided service is not discontinued.	\$2,031.25	32	\$65,000	The Badges program can be discontinued at the sole discretion of NH DOE. NH DOE will provide Everblue 12 months notice, upon which all payments for the Badges program will cease. Everblue will provide all records of the completed training and other documents associated with the program to NH DOE upon request.

Total Task Payment: \$75,000

Deliverable 5: Circuit Rider Training Program \$45,000

Deliverable Fee Total per Program Year

Description	Deliverable Date	PY24 (7/1/24 - 6/30/25)	PY25 (7/1/25 - 6/30/26)	PY26 (7/1/26 - 6/30/27)	Payment Date	Payment Amount	Months of Invoicing	Totals	Notes
Circuit Training	Fall 2024 & Spring 2025	\$15,000			Upon completion	\$7,500	2	\$15,000	Training will occur in Fall and Spring of each year over the course of one week with instructors traveling to each subgrantee for one-day of training in that week.
Circuit Training	Fall 2025 & Spring 2026		\$15,000		Upon completion	\$7,500	2	\$15,000	
Circuit Training	Fall 2026 & Spring 2027			\$15,000	Upon completion	\$7,500	2	\$15,000	

Total Task Payment: \$45,000

Deliverable 6: Training & Technical Assistance Planning Workshop \$5,000

Deliverable Fee Total per Program Year

Description	Deliverable Date	PY24 (7/1/24 - 6/30/25)	PY25 (7/1/25 - 6/30/26)	PY26 (7/1/26 - 6/30/27)	Payment Date	Payment Amount	Months of Invoicing	Totals	Notes
Strategic T&TA Planning Workshop	PY24	\$5,000			Upon Completion	\$5,000	1	\$5,000	A remotely delivered workshop for up to 15 participants with up to two (2) hours of follow up with each of the five Subgrantees.

Total Task Payment: \$5,000

EXHIBIT C ADDENDUM: PAYMENT TERMS TABLE

Scope of Work and Payment Terms

Deliverable 7: Subgrantee Training \$7,500

Deliverable Fee Total per Program Year

Description	Deliverable Date	PY24 (7/1/24 - 6/30/25)	PY25 (7/1/25 - 6/30/26)	PY26 (7/1/26 - 6/30/27)	Payment Date	Payment Amount	Months of Invoicing	Totals	Notes
Delivery of up to 20 hours to each Subgrantee in each program year per contract terms in Exhibit B.	Ongoing	\$2,500	\$2,500	\$2,500	Monthly after completion.	\$241.94	31	\$7,500	This training to be delivered remotely via monthly training events with the Subgrantees on topics chosen collaboratively with NH DOE, Everblue, and the Subgrantees, and provided to Everblue at least 15-days in advance. Each training will last approximately two (2) hours. By mutual agreement, the structure of the training may be changed to accommodate surfacing training needs.

Total Task Payment: \$7,500

Deliverable 8: National Weatherization Day Celebration Coordination

\$15,000

Deliverable Fee Total per Program Year

Description	Deliverable Date	PY24 (7/1/24 - 6/30/25)	PY25 (7/1/25 - 6/30/26)	PY26 (7/1/26 - 6/30/27)	Payment Date	Payment Amount	Months of Invoicing	Totals	Notes
Coordination of NWD per contract terms listed in Exhibit B.	Annually	\$5,000	\$5,000	\$5,000	Upon completion	\$5,000	3	\$15,000	Vendor to submit an invoice reflecting work completed for NWD coordination as detailed in Exhibit B. If NWD does not occur in a given year, vendor and NH DOE will collaborate on a needs assessment to determine the next highest priority training event we can perform with the unused budget.

Total Task Payment: \$15,000

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(e) 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, III, 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 577 Central Avenue, Suite 10, Dover, NH 03820	Southern New Hampshire Services 40 Pine Street, Manchester, NH 03103
Southwestern Community Services 63 Community Way, Keene, NH 03431	Tri-County Community Action Program 30 Exchange Street, Berlin, NH
Community Action Program Belknap-Merrimack Counties, Inc. 2 Industrial Park Drive, Concord, NH 03302	NH Department of Energy 21 S Fruit St., Ste. 10, Concord, NH 03301

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

JCN Partners Inc.
Contractor Name

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

Chris Boggiano, President
Name and Title of Authorized Contractor Representative


Contractor Representative Signature

Date

11/12/24

**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 L.L.L. "Disclosure Form to Report Lobbying," in accordance with its instructions, attached and identified as Standard Exhibit U-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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


Contractor Representative Signature

President
Contractor's Representative Title

JCN Partners Inc.
Contractor Name

Date

11/12/24

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

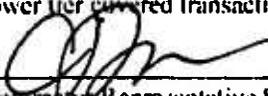
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (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 (1) (b) of this certification; and
 - (d) have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

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

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

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

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

 Contractor Representative Signature	President Contractor's Representative Title
JCN Partners Inc. Contractor Name	11/13/24 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.



Contractor Representative Signature

President

Contractor's Representative Title

JCN Partners Inc.

Contractor Name

Date

11/12/24

NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT II

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

Contractor's Representative Title

JCN Partners Inc.
Contractor Name

Date

11/12/24

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 (US DOE), 1000 Independence Avenue, S.W., Washington, DC 20585; and to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

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

Applicability and Period of Obligation

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

Employment Practices

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

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

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 US DOE, including installment payments on account after such date 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: Chris Boggiano, President

Signature: 

Date: 11/12/24

JCN Partners Inc,
8720 Camberly Rd
Huntersville, NC 28078

**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.

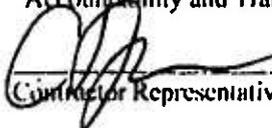
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the New Hampshire Department of Energy must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 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

Chris Boggiano, President
Authorized Contractor Representative Name & Title

JCN Partners Inc.
Contractor Name

11/12/24
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: JSCUQKYQ7SY7

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

NO

YES

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

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

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

NO

YES

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

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

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

Name: _____ Amount: _____

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT K

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

The Contractor identified in Section 1.3 of the General Provisions agrees to 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 DOE guidance once issued.

Buy America seeks to strengthen Made in America Laws and bolster America's industrial base, protect national security, and support high-paying jobs. Buy America requires that the 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 US DOE which will render a determination.

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

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

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

- Lumber; or
- Dry wall.

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 US DOE. 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 US DOE. Requests to waive the application of the Buy America Preference must be in writing. Waiver requests are subject to public comment periods of no less than 15 days, as well as review by the 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 US DOE and the Department may request, and the Contractor must provide, additional information for consideration of this waiver. The US DOE's final determination regarding approval or rejection of the waiver request may not be appealed.


Contractor Representative Signature

Chris Boggiano, President
Authorized Contractor Representative Name & Title

JCN Partners Inc.
Contractor Name

11/12/24
Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT L

CERTIFICATION REGARDING NHPA and NEPA COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees to 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 US DOE, 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-BIL.22, 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

Chris Boggiano, President
Authorized Contractor Representative Name & Title

ICN Partners Inc.
Contractor Name

Date

11/12/24

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 JCN PARTNERS INC is a North Carolina Profit Corporation registered to transact business in New Hampshire on October 30, 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: 971167

Certificate Number: 0006805161



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of November A.D. 2024.

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

David M. Scanlan
Secretary of State

Corporate Resolution

I, Jonathan Boggiano, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
ICN Partners, Inc. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on December 15, 2018,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Chris Boggiano, President (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

ICN Partners, Inc with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents which
may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and
effect as of the date of the contract to which this certificate is attached. I further certify that it is
understood that the State of New Hampshire will rely on this certificate as evidence that the person(s)
listed above currently occupy the position(s) indicated and that they have full authority to bind the
corporation. To the extent that there are any limits on the authority of any listed individual to bind the
corporation in contracts with the State of New Hampshire, all such limitations are expressly stated
herein.

DATED: 6/12/2024

ATTEST:  President
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/3/2024

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

PRODUCER Windermere Insurance Group LLC P.O. Box 32008 Charlotte NC 28232	CONTACT NAME: Melanie A. Arlington	
	PHONE (A/C, No, Ext): 704-247-3013	FAX (A/C, No): 704-247-3051
EMAIL ADDRESS: mairlington@windersgroup.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE Property & Casualty Ins Co		20659
INSURER B: Executive Risk Indemnity Inc		35181
INSURER C: ACE American Insurance Company		22687
INSURER D:		
INSURER E:		
INSURER F:		

INSURED JCN PART-01
JCN Partners Inc.
8720 Camberly Rd
Huntersville NC 28078

COVERAGES **CERTIFICATE NUMBER:** 1035007300 **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.

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			D01726948	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
	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 DED <input checked="" type="checkbox"/> RETENTION \$ 0			D01727898	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	2471808240	6/1/2024	6/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber Liability/Tech E&O			D01729607	6/1/2024	6/1/2025	Limit 1,000,000

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

CERTIFICATE HOLDER Maricopa county Community College District Gateway Community College 108 N. 40th Street Phoenix AZ 85034	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
--	--