

COMMISSIONER  
Jared S. Chicoine

STATE OF NEW HAMPSHIRE

58

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DEPUTY COMMISSIONER  
Christopher J. Ellms, Jr.



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

April 23, 2025

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
New Hampshire State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the New Hampshire Department of Energy (Department) to enter into a contract with MPACT Strategic Consulting LLC (MPACT), Houston, TX, Vendor #526753, in an amount not to exceed \$542,895.92 to conduct Davis-Bacon and Related Acts compliance for projects funded under the Department’s State Energy Program Bipartisan Infrastructure Law (SEP-BIL), Energy Efficiency Conservation Block Grant (EECBG), Preventing Outages and Enhancing the Resilience of the Electric Grid Grant Program, and Energy Efficiency Revolving Loan Fund (EERLF) effective upon Governor and Executive Council approval, through June 30, 2028. **100% Federal Funds**

Funding is available in the account, State Energy Program BIL, as follows:

	<u>FY 2025</u>
02-52-52-520510-63940000-102-500731	
Contracts for Program Services	\$542,895.92

**EXPLANATION**

The Department respectfully requests approval to enter into a contract in an amount not to exceed \$542,895.92 with MPACT to conduct Davis-Bacon and Related Acts compliance for projects funded under the Department’s State Energy Program Bipartisan Infrastructure Law (SEP-BIL), Energy Efficiency Conservation Block Grant (EECBG), Preventing Outages and Enhancing the Resilience of the Electric Grid Grant Program, and Energy Efficiency Revolving Loan Fund (EERLF). The Department’s grant programs under these federal programs are the School Energy Efficiency Development (SEED) grant program, the Municipal Solar grant program, and the Funding Local Outage Reduction Advancements (FLORA) grant program. The Energy Efficiency Revolving Loan Fund (EERLF) will be managed by the New Hampshire Housing Finance Authority. An estimated 44 projects over the next four years require Davis-Bacon and Related Acts compliance.

The Davis-Bacon Act applies to contracts in excess of \$2,000 for construction where Federal Funds are used for specified programs. Davis-Bacon Act specifies that each covered contract contain provisions, found at Title 29 CFR 5.5, requiring contractors to pay the laborers and mechanics

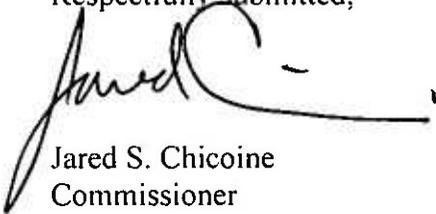
Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
April 23, 2025  
Page 2 of 2

employed on the project's site of the work, on a weekly basis, no less than the wages and benefits that are prevailing in the area as determined by the United States Secretary of Labor. The Related Acts refer to the Copeland Act and the Contract Work Hours and Safety Standards Act. MPACT will work with the U.S. Department of Energy and the Department to fulfill the compliance requirements for Davis-Bacon and Related Acts.

The Department issued a Request for Proposals on July 26, 2024, seeking proposals from qualified professionals to serve as the Davis-Bacon and Related Acts Compliance Consultant for four of the Department's federal programs. Proposals were accepted until September 26, 2024. The Department received one proposal that was reviewed and scored by an Evaluation Team made up of five State employees, receiving an 84 out of 100 points.

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

Respectfully submitted,

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

Jared S. Chicoine  
Commissioner

<b>RFP #2024-009 Davis-Bacon and Related Acts Consultant</b>	Date of Review: 10/16/2024
Scoring Team Member: Alexis LaBrie, Grants Program Coordinator, Startreese Snow, Grants Program Coordinator, Ashley Hamilton, Federal Funds Program Manager, Denise Presby, Program Specialist, Lucia Roth, State Energy Program Associate	
<b>Bidder:</b>	MPACT Strategic Consulting LLC
<b>Quality and Clarity of Proposal:</b> Overall responsiveness to the requirements of the RFP, including completeness, clarity, and quality of proposal. (Max Points: 10)	8
<b>Soundness of Proposed Plan of Approach:</b> The proposal discusses in detail how the proposer plans to perform the services and how resources will be deployed. (Max Points: 20)	19
<b>Qualifications of proposer; Knowledge and Experience; Capacity:</b> The proposer (and staff assigned to perform the services) possesses adequate experience, credentials, knowledge of DBRA and LCPtracker software, and staff capacity to provide training and technical assistance services, including the ability to perform additional work should the scope of services need to be increased. (Max Points: 30)	23
<b>Communication Skills:</b> The proposer has demonstrated the ability to effectively communicate with Program Grantees, Subgrantees, and Program clients and the ability to communicate technical information clearly, verbally, and in writing. (Max Points: 15)	14
<b>Confidence in proposer's Ability to Meet Timelines:</b> The proposer has demonstrated the capacity to meet project deadlines, including report submission. (Max Points: 10)	10
<b>Budget:</b> Shows fiscal responsibility, reasonableness of costs, and understanding of available project funds. (Max Points: 15)	10
<b>Total Score (Out of 100)</b>	<b>84</b>
<b>Total Grant Amount Requested</b>	\$433,452 for 30 projects \$542,895.92 for 44 projects
<b>Funding</b>	Yes

FORM NUMBER P-37 (version 2/23/2023)

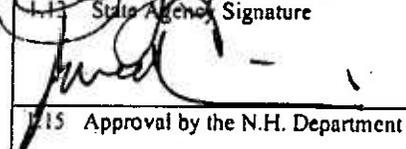
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Energy		1.2 State Agency Address 21 S. Fruit St., Ste. 10, Concord, NH 03301	
1.3 Contractor Name MPACT Strategic Consulting LLC		1.4 Contractor Address 4635 Southwest Freeway, Suite 700, Houston, TX 77027	
1.5 Contractor Phone Number (866) 361-7611 Ext. 700	1.6 Account Unit and Class 63940000-102	1.7 Completion Date June 30, 2028	1.8 Price Limitation \$542,895.92
1.9 Contracting Officer for State Agency Lucia Roth, State Energy Program Associate		1.10 State Agency Telephone Number (603) 271-0843	
1.11 Contractor Signature  Date: 03/12/2025		1.12 Name and Title of Contractor Signatory Spurgeon Robinson, President	
1.13 State Agency Signature  Date: 3/13/25		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 (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Josh Harrison</i> On: 4/4/2025			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

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

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

Contractor Initials                       
Date 02/14/16

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

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

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

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

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

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

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

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

**9. TERMINATION.**

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

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

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

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

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

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

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

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

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

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

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

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

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

Contractor Initials   
Date 02/12/14

**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.

Contractor Initials   
Date 07/12/25

## EXHIBIT A

### SPECIAL PROVISIONS

1. The legally binding and enforceable documents under this contract include 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards); 10 CFR 420 (State Energy Program); and the New Hampshire State Energy Program Bipartisan Infrastructure Law. The New Hampshire Department of Energy (Department) reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds, suspension of agency personnel, disbarment of agency personnel, disbarment of agencies and/or subcontractors from present or future contracts, and such other legal remedies as determined to be appropriate by the New Hampshire Department of Justice in the enforcement of rules and regulations pertaining to the State Energy Program Bipartisan Infrastructure Law.
2. MPACT Strategic Consulting LLC hereinafter "the Contractor," agrees to provide services to implement the Davis-Bacon and Related Acts Compliance Consultant Grant as detailed in the scope of work.
3. The costs charged under this contract shall be determined as allowable under the cost principles detailed in 2 CFR 200 Subpart E – Cost Principles.
4. Program and financial records pertaining to this contract shall be retained by the Contractor 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.
5. The Department shall have the right to issue periodic notices, memos, and updated reporting forms and information.
6. Contractor shall notify Department of any media inquiries and responses and copies of published media clippings and broadcasts. The Department shall have the right to participate in any meetings with media.
7. The Department shall have the right to publicize progress of this program.
8. The contract period will commence upon the approval of Governor and Executive Council, approval of final budget by the Department and will have a completion date of June 30, 2028. All funds must be expended by June 30, 2028. The Department at any time, in its sole discretion, may terminate the contract or postpone or delay all or any part of this contract, upon written notice.
9. **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.

10. COPELAND ANTI-KICKBACK ACT. All contracts and sub-grants in excess of \$2,000.00 for construction or repair shall comply with Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Contractor, subcontractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The sub-contractor should report all suspected violations to the Department.
11. PROCUREMENT. Contractor and subcontractors 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).
12. CLOSE OUT OF CONTRACT. All final required reports and reimbursement requests shall be submitted to the State within 60 days of the completion date (Agreement Block 1.7).
13. STATE INSPECTION: Without limiting the rights established under paragraphs 7 and 9 of the general provisions, between the Effective Date and the Completion Date, the Contractor shall grant to the State and the United States Department of Energy (U.S. DOE), or any person designated by them, the ability to inspect project and program sites, interview workers, and inspect and monitor financial payroll records and transactions. Contractor shall provide the Department and U.S. DOE, or any person designated by them, with access to all administrators, vendors, facilities, work sites, employees of the Contractor(s), financial or other records, and assistance to ensure their safety and convenience for the performance of site visits and evaluations.
14. These provisions flow down to all sub-grantee and/or sub-contractor(s).
15. This is not a Research and Development (R&D) award. The Department's indirect cost rate is 25.1 percent.
16. 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.

17. During the duration of the contract the Grantee must maintain a valid and active Unique Entity Identifier (UEI) registration in SAM.gov.

**EXHIBIT B**  
**SCOPE OF SERVICES**

**Davis-Bacon and Related Acts Overview**

1. The Contractor shall perform, as agent of the Department, the Department's responsibilities and obligations described or referenced in the following federal statutes, regulations, and any publications, handbooks guidance memos or letters issued respectively by U.S. Department of Labor (U.S. DOL) or U.S. DOE thereto:
  - a. Federal Statutes:
    - i. Davis-Bacon Act (sec. 1-7, 46 Stat. 1949, as amended; Pub. L. 74-403, 40 U.S.C. 276a-276a-7);
    - ii. Copeland Act (40 U.S.C. 276c); and
    - iii. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332).
  - b. Federal Regulations:
    - i. U.S. Department of Labor (29 CFR Parts 1, 3, 5, 6 and 7).
2. The Contractor shall be required to provide the following services for projects at multiple locations throughout the State.

**Davis-Bacon and Related Acts Process**

1. Submit and obtain from the website System for Award Management ([SAM.gov](http://SAM.gov)) local prevailing wage determination issuances for affected trades in identified development projects.
2. Ensure that the appropriate local prevailing wage decisions, as issued by U.S. DOL, are included in project contract specifications; and provide other related services as directed by the Department.
3. Indicate that employees are paid no less than the wage rate for assigned work classification.
4. Ensure fringe benefits are appropriate and eligible, where appropriate request details.
5. Include employee signed authorization for deductions other than official fringe and standard deductions.
6. Ensure the posting, in a prominent and accessible place, of the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects, are posted at all project sites.
7. Examine payroll data (timecards, tax records, evidence of fringe benefit payment) that supports Weekly Payroll Reports in LCPtracker system.

8. If a contractor or subcontractor has not performed work for that week, the contractor or subcontractor must submit a 'No Work Performed' certified payroll.
9. Identification of incomplete reports.
10. Identify possible "red flags" compliance issues.
11. Conduct on-site interviews with employees of contractors and/or subcontractors and maintain a record. Each project must have at least one site visit per project.
12. Use Standard Form 1445 as the basis for all worker interviews. Individual worker interview responses shall be documented and added to the compliance file for each assigned contract in LCPtracker. If any employee is interviewed on-site, Standard Form 1445 must be completed and submitted with any monthly reports.
13. Review and compare information on interview forms and returned mailed questionnaires to corresponding payrolls to determine consistency with hours and days worked, work classification and rate of pay.
14. Include apprentice or trainee certifications from approved program, where appropriate.
15. Review monthly certified payrolls for compliance with the Apprenticeship Act legislation.
16. Review the number of apprentices by classification to ensure apprentices are registered with U.S. DOL.

### Compliance Issues

1. Work with the general contractor and all subcontractors to address and correct any underpayments or other errors discovered and judged by the Contractor to be an oversight or otherwise inadvertent on the part of the general contractor and/or subcontractor.
2. Verify the eligibility of the general contractor and all subcontractors to participate in federal programs. If it is discovered that a general contractor or a subcontractor is listed on the debarment list, the Contractor shall immediately notify the Department.
3. Conduct investigations of general contractor and subcontractors as may be necessary to ensure compliance with federal labor standards. The Contractor shall promptly notify the Department of any investigation. Such investigation shall include, but not be limited to, the following information:
  - a. Promptly provide written notification to the general contractor and/or subcontractors (as applicable) to correct within 30 days of receipt of such notice

- any underpayments found in any Weekly Payroll Report, or any other violation of federal labor standards described herein (e.g., overtime violations).
- b. Within such notification, the Contractor shall provide instructions for computing the restitution to be paid (and any liquidated damages) and documenting the restitution in any corrected Weekly Payroll Report to be submitted to the Contractor. The Contractor shall promptly provide the Department with a copy of the notification. If the correction is not made within the 30-day period, then the Contractor will promptly make a recommendation to the Department with respect to further corrective action to be taken by the Department which shall include, but not be limited to, withholding of loan disbursements, establishment of deposits or escrows and/or recommendations of administrative sanctions to Department and/or U.S. DOL including debarment or suspension proceedings.
  - c. The Contractor will document any compliance-related violation enforcement activity by the contracting officer and inform all parties, in writing, of any recommended action, or additional information requested. This written communication shall include information relating to issues and/or potential violations and associated due dates for responding to these potential concerns.
  - d. Notify the Department of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; U.S. DOL investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award and at the direction of the Department, prepare any needed documentation for submission to the U.S. DOL Contracting Officer.
  - e. Prepare a U.S. DOL Section 5.7 enforcement report for the Department to be submitted to the Secretary of the U.S. DOL on all enforcement actions including, but not limited to, cases where under payments by the general contractor or subcontractor total \$1,000 or more, or where there is reason to believe that violations are aggravated or willful. Such reports must be submitted to U.S. DOE for review within forty-five days of completion of the investigation which will allow U.S. DOE fifteen days to review and submit to U.S. DOL.
  - f. The Contractor shall fully cooperate with and assist the Department in any administrative hearing, or civil or criminal proceeding, and any appeals thereof, with respect to the compliance of the general contractor or subcontractors with federal labor standards described herein regarding the project by, among other things, making recommendations for action, gathering and interpreting information, and testifying as necessary.
  - g. The Contractor will schedule follow-up meetings with projects subject to Davis-Bacon to discuss findings and enforcement activity, if routine reviews disclose compliance concerns.
  - h. The Contractor will inform all parties, in writing, when all compliance-related follow-up is complete, and the matter is closed.

## Retention Compliance

1. Maintain all Weekly Payroll Report(s), including signed Statement(s) of Compliance, for a period of no less than three years from the date of completion of the grant, which shall be produced by the Contractor at the request of U.S. DOL, U.S. DOE, or the Department, at any time during said three-year period.
2. Employee data and employee statements received by the Contractor shall be governed by the Freedom of Information Act and the Privacy Act of 1974, NH RSA 91-A, and shall be kept confidential with the exception of the Contractor's disclosure to the Department in the course of the performance of its duties as agent thereof.

## LCPtracker

1. Manage LCPtracker system as required by U.S. DOE with "Full Admin" permissions and use on behalf of Department. Duties within the LCPtracker system will include but not limited to:
  - a. Manage project and wage determination set-up with U.S. DOE, confirm accurate and complete data has been included in LCPtracker by project contractors;
  - b. Approve/accept or reject submitted Certified Payroll Records each week;
  - c. Complete accurate and timely reporting; and
  - d. Maintain all additional compliance documentation in LCPtracker.

## Training

1. Conduct Pre-Construction and On-Going Education and Training Meetings including LCPtracker trainings and technical assistance.

## Reporting

1. Davis-Bacon Workforce Compliance Report which will be Quarterly and Semi-Annually.
2. The Contractor shall, after a thorough review, submit Quarterly and Semi-Annually reports of the findings and recommendations to the Department for workforce enforcement activities; such reports are to include the following information:
  - a. Reporting Period
  - b. Number of contractors/subcontractors against whom complaints were received
  - c. Number of investigations completed
  - d. Number of contractors/subcontractors found in violation
    - i. Name of contractor
    - ii. Issue or concern
    - iii. Expected response
    - iv. Recommended date for requested information and/or response to question(s)

- v. Detailed explanation, calculation and/or evidence to support Issue or Concern and expected response
  - e. Amount of wage restitution found due
    - i. Davis-Bacon and Related Acts
    - ii. Contract Work Hours and Safety Standards Act (Overtime Violations)
  - f. Amount of back wages paid
    - i. Davis-Bacon and Related Acts
    - ii. Contract Work Hours and Safety Standards Act
  - g. Total number of employees due wage restitution under the Davis-Bacon and Related Acts and/or Contract Work Hours and Safety Standards Act
  - h. Amount of liquidated damages assessed under Contract Work Hours and Safety Standards Act
3. If there are no concerns about any subcontractor or the assigned project, the Contractor shall submit, in writing, that all records have been reviewed and there are no concerns. The Contractor will not communicate these findings and/or recommendations verbally or in writing to any other entity without expressed written consent from the Department.
4. The Contractor shall prepare and submit to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis-Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (<https://doeibenefits2.energy.gov>) or its successor system.

## EXHIBIT C

### PAYMENT TERMS

1. This grant agreement commences upon approval by Governor and Executive Council and concludes on June 30, 2028.
2. Estimated Budget: MPACT Strategic Solutions, LLC (Contractor) will charge for professional consulting services for time involved and expenses incurred for an amount not to exceed \$542,895.92 (Contracted Amount). All reasonable related out-of-pocket costs and expenses, including travel, approved by the Department, will be invoiced at cost without mark-up and are subject to the Price Limitation below.
3. Price Limitation: The contract shall not exceed \$542,895.92.
4. Payment to the Contractor is on a cost-reimbursement basis. Costs incurred prior to final grant agreement approval by the Governor and Executive Council are not eligible for reimbursement. Drawdowns from the total Contracted Amount will be paid to the Contractor only after written documentation is submitted to the Department. Disbursement of the Contracted Amount shall be made in accordance with the procedures established by the State and limited to minimum amounts needed. The Department will accept a monthly payment request if the Contractor so chooses. Final invoicing is due to the Department by July 15, 2028.
5. Each reimbursement request shall provide a detailed listing of project expenses incurred with supporting documentation. The Contractor shall document all project expenditures for which reimbursement is requested with appropriate back-up documentation, including, but not limited to, receipts, invoices, bills, and other similar documents. The Contractor will submit monthly itemized invoices, documenting travel, cost of each visit, price per hour, and any other associated costs as covered in 2 CFR 200.475 (Travel Cost). Measures outside the scope of the provision will be reviewed by the Department for allowability.
6. The Department may, as a function of its administrative oversight, modify the contracted budget amounts as necessary to ensure the efficient and operation of the Davis-Bacon and Related Acts Compliance Consulting Contract as long as these modified expenditures do not exceed the Contracted Amount total as specified above.
7. All obligations of the State, including the continuance of any payments, are contingent upon the availability and continued appropriation of federal funds for the services to be provided.

NEW HAMPSHIRE DEPARTMENT OF ENERGY

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**

**U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
U.S. DEPARTMENT OF EDUCATION - CONTRACTORS  
U.S. DEPARTMENT OF AGRICULTURE - CONTRACTORS  
U.S. DEPARTMENT OF LABOR  
U.S. DEPARTMENT OF ENERGY**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by Contractors (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a Contractor (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Lucia Roth, State Energy Program Manager  
New Hampshire Department of Energy, 21 South 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
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
ALTERNATIVE I - FOR CONTRACTORS OTHER THAN INDIVIDUALS, cont'd**

**U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
U.S. DEPARTMENT OF EDUCATION - CONTRACTORS  
U.S. DEPARTMENT OF AGRICULTURE - CONTRACTORS  
U.S. DEPARTMENT OF LABOR  
U.S. DEPARTMENT OF ENERGY**

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

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

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

4635 Southwest Fwy, Suite 700, Houston, TX 77027  
115 Broadway St, 5th Floor, New York, NY 10006

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

MPACT Strategic Consulting LLC      Upon G&C approval through June 30, 2028  
Contractor Name      Period Covered by this Certification

SPURGEON ROBINSON      PRESIDENT  
Name and Title of Authorized Contractor Representative

[Signature]      03/12/2025  
Contractor Representative Signature      Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

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

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
U.S. DEPARTMENT OF EDUCATION - CONTRACTORS
U.S. DEPARTMENT OF AGRICULTURE - CONTRACTORS
U.S. DEPARTMENT OF LABOR
U.S. DEPARTMENT OF ENERGY

Programs (indicate applicable program covered):
Low-Income Home Energy Assistance Program
Weatherization Program
State Energy Program Bipartisan Infrastructure Law

Contract Period: Upon G&C approval through June 30, 2028

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Representative Signature: [Handwritten Signature]
Contractor's Representative Title: PRESIDENT
Contractor Name: MPACT Strategic Consulting LLC
Date: 03/12/2025

## NEW HAMPSHIRE DEPARTMENT OF ENERGY

### 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 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, 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*

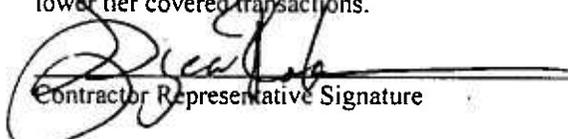
- (11) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l) (b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (12) 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	<u>PRESIDENT</u> Contractor's Representative Title
<u>MPACT Strategic Consulting LLC</u> Contractor Name	<u>03/12/2025</u> Date

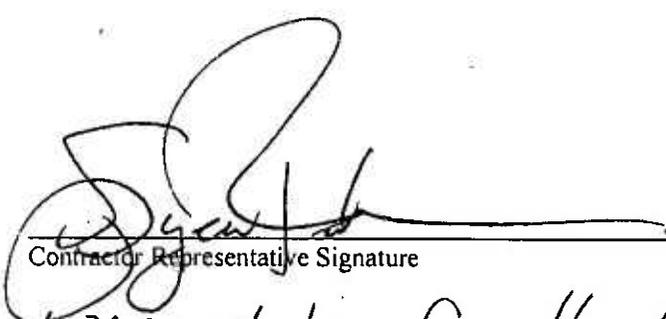
NEW HAMPSHIRE DEPARTMENT OF ENERGY

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

MPACT Strategic Consulting LLC  
Contractor Name

03/12/25  
Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT H

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

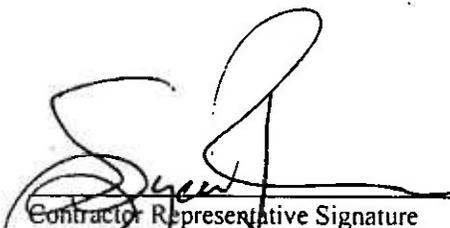
Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this application the applicant/Contractor certifies that it will comply with the requirements of the Act.

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

  
Contractor Representative Signature

PRESIDENT  
Contractor's Representative Title

MPACT Strategic Consulting LLC  
Contractor Name

03/12/2025  
Date

# NEW HAMPSHIRE DEPARTMENT OF ENERGY

## 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. 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.

MPACT Strategic Consulting LLC (Hereinafter called the "Contractor") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385) and Title 10, Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Contractor agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Contractor receives Federal assistance from the U.S. 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 U.S. 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 U.S. 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 Department, the Contractor agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

#### Subrecipient Assurance

The Contractor shall require any individual, organization, or other entity with whom it subcontracts, sub-grants, 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 sub-recipient shall be required to sign a written assurance form; however, the obligation of both recipient and sub-recipient 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 U.S. 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 U.S. 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 U.S. DOE regarding programs and activities developed by the Contractor from the use of Federal assistance funds extended by the U.S. 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 U.S. DOE specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U.S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts); property, discounts or other Federal assistance extended after the date hereof, to the Contractors by the U.S. DOE, including installment payments on account after such data of application for Federal assistance which are approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Contractor.

**Contractor Certification**

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

Representative Name and Title: SPURGEON ROBINSON PRESIDENT

Signature: [Handwritten Signature] Date: 03/12/2021

Contractor name, address, phone number:

MPACT Strategic Consulting LLC  
Attn: Spurgeon Robinson  
4635 Southwest Freeway, Suite 700  
Houston, TX 77027  
(866) 361-7611 Ext. 700

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 Department 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 / ALN 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 Department and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.


Stephen Robinson, President  
 Contractor Representative Signature Authorized Contractor Representative Name & Title  
 MPACT Strategic Consulting LLC 03/12/2025  
 Contractor Name 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: HGA7M4NVL84

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: \_\_\_\_\_

# 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 MPACT STRATEGIC CONSULTING LLC is a Texas Limited Liability Company registered to transact business in New Hampshire on February 05, 2025. 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: 983686

Certificate Number : 0007068231



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of February A.D. 2025.

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

David M. Scanlan  
Secretary of State

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- **Contact Us (/online/Home/ContactUS)**

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[\(/online/Home/\)](#)  [Back to Home \(/online\)](#)

## Business Information

### Business Details

Business Name:	MPACT STRATEGIC CONSULTING LLC	Business ID:	983686
Business Type:	Foreign Limited Liability Company	Business Status:	Good Standing
Business Creation Date:	02/05/2025	Name in State of Formation:	MPACT STRATEGIC CONSULTING LLC
Date of Formation in Jurisdiction:	02/03/2007		
Principal Office Address:	4635 Southwest Freeway, Suite 700, Houston, TX, 77027, USA	Mailing Address:	4635 Southwest Freeway, Suite 700, Houston, TX, 77027, USA
Citizenship / State of Formation:	Foreign/Texas		
		Last Annual Report Year:	N/A
		Next Report Year:	2026
Duration:	Perpetual		
Business Email:	milan@mpact-consulting.com	Phone #:	832-775-6793
Notification Email:	milan@mpact-consulting.com	Fiscal Year End Date:	NONE

### Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Professional, Scientific, and Technical Services	Administrative Management and General Management Consulting Services

Page 1 of 1, records 1 to 1 of 1

### Principals Information

Name/Title	Business Address
Spurgeon Robinson / President	4635 Southwest Freeway, Suite 700, Houston, TX, 77027, USA

Page 1 of 1, records 1 to 1 of 1

Certificate of Authority

*(Limited partnership or Limited liability professional partnership or LLC)*

**Limited Partnership or LLC Certification of Authority**

I, Spurgeon Robinson hereby certify that I am the sole Partner, Member or Manager  
*(Name)*

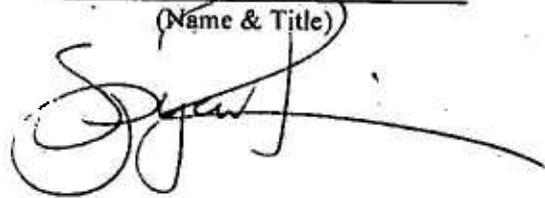
and the sole officer of MPACT Strategic Consulting LLC  
*(Name of Partnership or LLC)*

a limited liability company under Texas Secretary of State in accordance with Chapter 101 of the Texas Business Organizations Code.

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

DATED: 03/12/2025

ATTEST: Spurgeon Robinson / President  
*(Name & Title)*

A handwritten signature in black ink, appearing to read 'Spurgeon Robinson', written over a horizontal line. The signature is stylized and cursive.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/05/2025

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 <b>Protectors Insurance and Financial Services, LLC</b> 4615 Southwest Freeway, Suite 805 Houston, TX 77027	CONTACT NAME: <b>Michelle Davis</b>	
	PHONE (A/C No. Ext): <b>(713)660-8899</b>	FAX (A/C No): <b>(713)660-8977</b>
	E-MAIL ADDRESS: <b>mdavis@protectorsinsurance.com</b>	
INSURED <b>MPACT Strategic Consulting, LLC</b> 4635 Southwest Fwy Ste 700 Houston, TX 77027-7156	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: <b>Lloyds of London</b>	
	INSURER B: <b>Evanston Insurance</b>	
	INSURER C: <b>Landmark American Insurance Company</b>	
	INSURER D: <b>Lloyds of London</b>	<b>32727</b>
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 00004698-2964937 REVISION NUMBER: 149

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	INSR NYCD	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 <input checked="" type="checkbox"/> Prof Occ \$2,000,000 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PSN0340166315	12/13/2024	12/13/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSN0340166315	12/13/2024	12/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			MKLV3XEO000500	12/13/2024	12/13/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Umbrella			LHZ863055	12/13/2024	12/13/2025	Each Occurrence 5,000,000
D	CYBER LIABILITY			B1180D231255/088	03/04/2024	03/04/2025	POLICY AGG 1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

NH Department of Energy  
21 S. Fruit St., Ste. 10  
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

(MJM)

