



MARGARET WOOD HASSAN
GOVERNOR

STATE OF NEW HAMPSHIRE
OFFICE OF ENERGY AND PLANNING
107 Pleasant Street, Johnson Hall
Concord, NH 03301-3834
Telephone: (603) 271-2155
Fax: (603) 271-2615



August 20, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

The Office of Energy and Planning (OEP) requests authorization to **AMEND** a Contract Agreement (Contract #1028783) with Vermont Energy Investment Corporation (VEIC), (VC #160473), Burlington, VT, by extending the end date from September 29, 2013 to December 31, 2013, for the State Energy Program (Comp SEP) effective September 18, 2013, upon Governor and Council approval. No additional funding is involved in this extension. This contract was originally approved by Governor and Council on February 20, 2013, Item #4. 100% Federal Funds.

EXPLANATION

The U.S. Department of Energy has provided an extension to this program which will allow all grant funds to be fully expended. This extension allows OEP to continue working with VEIC to assess the economic feasibility of increasing investment in energy efficiency in New Hampshire through adoption of an Energy Efficiency Resource Standard (EERS) and/or other policy mechanisms, and to conduct stakeholder outreach on the topic.

Respectfully submitted,

Meredith A. Hatfield
Director

MAH:bac
Attachments



OFFICE OF ENERGY AND PLANNING

SUBJECT: CONTRACT WITH VERMONT ENERGY INVESTMENT CORPORATION

AMENDMENT

This Amendment dated August 20, 2013, is between the State of New Hampshire, Office of Energy and Planning, 107 Pleasant St., Concord, Merrimack County, NH 03301 (hereinafter referred to as the "State") and the Vermont Energy Investment Corporation, 128 Lakeside Avenue, Burlington, VT 05401-4894 (hereinafter referred to as the "Contractor").

Pursuant to an Agreement (hereinafter referred to as the "Agreement"), Contract Number 1028783, as approved by Governor and Council on February 20, 2013 (Item #4), the Contractor has agreed to provide certain Services, per the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein.

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

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

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

A) Amend Contract completion date by striking the current contract ending date of September 29, 2013, and inserting December 31, 2013, wherever it occurs.

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

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

STATE OF NEW HAMPSHIRE
Office of Energy and Planning

By: Donna McFarland for
Meredith A. Hatfield, Director

Vermont Energy Investment Corporation

By: Scott Johnstone
Scott Johnstone, Executive Director

Contractor Initials
Date 8/21/13
Page 1 of 2

State of Vermont
County of Chittenden

On this 21 day of August, 2013, before me, Frances Huessy the undersigned officer,
personally appeared Scott Johnstone, who acknowledged himself to be the Executive
Director of the Vermont Energy Investment Corporation, a corporation, and that he, as such Scott Johnstone
being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of
the corporation by himself as Executive Director.

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

Frances B. Huessy
Notary Public/Justice of the Peace

My Commission expires: February 10, 2015

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]
Assistant Attorney General

Date: Aug, 23, 2013

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

OFFICE OF THE SECRETARY OF STATE

By: _____

Title: _____

Contractor Initials [Signature]
Date 8/21/13
Page 2 of 2

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Vermont Energy Investment Corporation a(n) Vermont corporation, is authorized to transact business in New Hampshire and qualified on May 9, 2012. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 30th day of April, A.D. 2013

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTES

(Corporate Authority)

I, Beth Sachs, Clerk/Secretary of the Vermont Energy Investment Corporation
(name) (position) (corporation name)

(hereinafter the "Corporation"), a Vermont corporation, hereby certify that: (1) I am the duly
(state)
elected and acting Clerk/Secretary of the Corporation; (2) I maintain and have custody and am familiar with the
minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such
books; (4) that the Board of Directors of the Corporation have authorized, on 8/21/13, such authority
(date)
to be in force and effect until Dec. 31, 2013.
(contract termination date)

The person(s) holding the below listed position(s) are authorized to execute and deliver on behalf of the Corporation any contract or other instrument for the sale of products and services:

Scott Johnstone Executive Director
(name) (position)

Linda Gibson Director of Administration
(name) (position)

(5) the meeting of the Board of Directors was held in accordance with Vermont
(state of incorporation)

law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this
21 day of August, 2013.

Beth Sachs
Clerk/Secretary

STATE OF Vermont
COUNTY OF Chittenden

On this 21st day of August, 2013, before me, the above signed Officer personally appeared who
acknowledged she/himself to be the Secretary of the Vermont Energy Investment Corporation
corporation and that she/he as such, Beth Sachs, being authorized to do so, executed the
foregoing instrument for the purposes therein contained.

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

Francis B. Huesky
Notary Public/Justice of the Peace

Commission Expiration Date: Feb. 10, 2015

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If 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: Hackett Valine & MacDonald, 140 Kennedy Drive, P. O. Box 2127, So Burlington, VT 05407-2127. CONTACT NAME: Lorraine Cofran, CIC, CISR. PHONE: 802 658-1100. FAX: 8026589419. E-MAIL ADDRESS: lcofran@hvm.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Hanover Insurance Co. (22292), INSURER B: Massachusetts Bay Insurance Co. (22306), INSURER C: Allmerica Financial Benefit Ins (41840).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (ZHV907373202), C AUTOMOBILE LIABILITY (AWV989242300), A UMBRELLA LIAB (UHV989491800), B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (WDVA020067).

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

CERTIFICATE HOLDER CANCELLATION

Certificate holder: NH Office of Energy & Planning, 107 Pleasant Street, Johnson Hall, Concord, NH 03301. Cancellation notice: 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 signature.



MARGARET WOOD HASSAN
GOVERNOR

STATE OF NEW HAMPSHIRE
OFFICE OF ENERGY AND PLANNING
107 Pleasant Street, Johnson Hall
Concord, NH 03301-3834
Telephone: (603) 271-2155
Fax: (603) 271-2615



www.nh.gov/oep

FEB 06 2013

January 22, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Approval by the
and Council on 02-20-13
Agenda Item 4

REQUESTED ACTION

The Office of Energy and Planning (OEP) requests authorization to enter into a Contract Agreement with Vermont Energy Investment Corporation (Vendor #160473), Burlington, VT (VEIC), in the amount of \$215,000.00 for technical assistance in the development and implementation of a statewide plan to increase cost effective energy efficiency and contribute to the development of a state energy strategy. The contract will be effective upon Governor and Council approval through September 29, 2013. 100% Federal Funds.

Funding is available in the following account:

	<u>FY 2013</u>	<u>FY 2014</u>
<u>Office of Energy & Planning, State Energy Programs</u>		
01-02-02-024010-65100000	\$165,000	\$50,000
Cl's 102 Contracts for Program Services	(Budget Period 1)	(Budget Period 2)

EXPLANATION

OEP seeks to promote energy efficiency to provide economic and environmental benefits to New Hampshire. To accomplish this goal, OEP applied for and received a Competitive State Energy Program (Comp SEP) grant from the U.S. Department of Energy (DOE). This contract builds upon the findings of two recent studies commissioned by the NH Public Utilities Commission (PUC), one which identified significant untapped opportunity to help control ratepayer costs by reducing energy consumption through a broad array of efficiency measures, and the 2011 "Independent Study of Energy Policy Issues," which conducted an independent assessment of the State's energy policies and recommended adoption of an overarching energy policy that includes specific energy efficiency targets for electricity and gas (including an Energy Efficiency Resource Standard, or EERS).

This contract will allow OEP to work with VEIC to inform the development of a state energy strategy that includes increasing energy efficiency. The project will include stakeholder outreach and analysis of the economic feasibility of increasing investment in energy efficiency through the adoption of an EERS and other policy mechanisms. In Contract Budget Period 1, VEIC will research and draft this plan, to be completed in Budget Period 2. This is a two-period grant in which funding for the second period (July 1, 2013 through September 29, 2013) is contingent upon successful completion of the first period (G&C approval through June 30, 2013). DOE funding of Budget Period 2 is expected, and this is reflected in this contract's end date of September 29, 2013. However, contract language provides for contract termination at the end of Budget Period 1, should DOE deny funding for Budget Period 2. Budget Period 2 funds shall be distributed to VEIC only after DOE has approved Budget Period 1.

OEP publicly issued a request for proposals on April 27, 2012 and held a pre-bidders' meeting on May 7, 2012. Three organizations submitted proposals. A selection team of four people was created and included staff from the OEP, PUC and Unitil. The selection team conducted interviews with all three of the applicants and developed scores for the proposals, with VEIC ranking the highest. VEIC has affirmed that its proposal and terms are still valid. The scores of the bidders are attached.

Funds for this program are being provided by a grant from the federal Department of Energy, State Energy Program, which was procured through an open and competitive process.

In the event that the federal funds are no longer available, general funds will not be requested to support this program.

Sincerely,

A handwritten signature in cursive script that reads "Joanne Cassulo".

Joanne Cassulo
Interim Director
Office of Energy and Planning

JC:sd
Attachments

**Competitive State Energy Program
EVALUATION
For Requests for Proposals**

Proposal to be reviewed: Technical Assistance- Energy Efficiency Policies

Names of Bidders:

1. Optimal Energy, Northeast Energy Efficiency Partnership- Bristol, VT
2. TRC Solutions- Portsmouth, NH
3. Vermont Energy Investment Corporation, GDS Associates, Jeff Taylor Associates- Burlington, VT, Manchester, NH, Concord, NH

On the Reviewing Team:

1. Eric Steltzer- Office of Energy and Planning
2. Mary Downes- Office of Energy and Planning
3. Jack Ruderman- Public Utilities Commission
4. Tom Palma- Unutil

Scoring Criteria	Possible Points	Optimal NEEP	TRC	VEIC GDS/CI
Soundness of Proposed Plan	40	27	33	37
Capacity, Experience of Applicant	30	15	22	28
Ability to Communicate w/ OEP	20	12	16	17
Reasonableness of Costs	10	8	6	6
Total	100	62	77	88

In the event of a tie, preference will be given to the more innovative project.

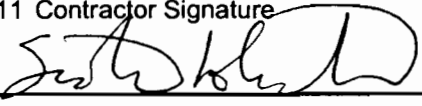
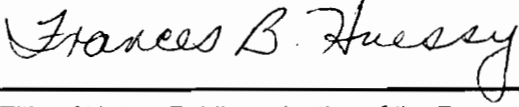


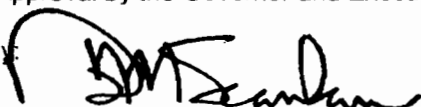
Subject: VEIC Technical Assistance – DOE Award # DE-EE0005463, CFDA # 81.119

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Office of Energy and Planning		1.2 State Agency Address 107 Pleasant Street, Johnson Hall, Concord, NH 03301	
1.3 Contractor Name Vermont Energy Investment Corporation		1.4 Contractor Address 128 Lakeside Avenue, Burlington, VT 05401-4894	
1.5 Contractor Phone No. 802-658-6060	1.6 Account Number 01-02-02-024010-65100000-500731 Cls102	1.7 Completion Date September 29, 2013	1.8 Price Limitation \$215,000.00
1.9 Contracting Officer for State Agency Susan Thorne, Administrator of Energy Programs		1.10 State Agency Telephone Number 603-271-2155	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Scott Johnstone, Executive Director	
1.13 Acknowledgment: State of <u>Vermont</u> County of <u>Chittenden</u> On <u>January 21, 2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [SEAL]  My commission expires <u>2/10/2015</u>			
1.13.2 Name and Title of Notary Public or Justice of the Peace Frances B. Huessy, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Joanne Cassulo, Interim Director NH Office of Energy and Planning	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By:  On: <u>1-22-13</u>			
1.18 Approval by the Governor and Executive Council By:  DEPUTY SECRETARY OF STATE FEB 20 2013			

2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

(2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 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.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of,

based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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

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

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.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**Exhibit A – Scope of Services:
Competitive State Energy Program
Energy Efficiency Statewide Plan**

This contract agreement (hereinafter, "Agreement") is entered into by and between Vermont Energy Investment Corporation, Burlington, Vermont 05401 (hereinafter "VEIC") and the New Hampshire Office of Energy and Planning, Concord, NH 03301 (hereinafter "OEP").

1. Project Period:

This Agreement is effective from the date of Governor and Executive Council approval through the completion date of September 29, 2013.

2. Project Description and Purpose:

OEP seeks to create lasting market transformation for energy efficiency in New Hampshire. To accomplish this goal, OEP applied for and successfully received a two year Competitive State Energy Program grant from the U.S. Department of Energy (DOE). The purpose of the grant is to develop and implement a statewide plan which will focus on assessing the economic feasibility of increasing investment in energy efficiency through the adoption of an Energy Efficiency Resource Standard (EERS) and other policy mechanisms. An initial goal will be to achieve a 1% increase in the ratio of energy savings to electricity sales. Currently, New Hampshire realizes approximately 0.64% electricity savings through the utility-run energy efficiency programs compared to total electricity sales. OEP will provide a total of \$215,000 to VEIC for technical assistance in the development and implementation of a statewide plan to increase opportunities for energy efficiency.

3. Attachments to this Agreement:

Attached to this agreement are documents that further guide program administration and requirements:

- a. Exhibit B: Project Costs
- b. Exhibit C: Special Provisions
- c. D, E, F, G & H: Certifications and Assurances

4. VEIC Scope of Services and Responsibilities:

VEIC shall perform the following tasks:

- 4.1. Identify a primary point of contact for all communication regarding administration of the Agreement. This individual shall be responsive to requests for information about this Agreement, the project, invoices, financial or other monitoring, etc.
- 4.2. Meet regularly with stakeholders to identify priorities, challenges and changes to policy that will allow for meeting the energy efficiency goal identified in the grant. Stakeholders shall be representative of a broad range of interests in New Hampshire, including but not limited to commercial and business interests, environmental organizations, renewable energy partners, government agencies, nonprofits, and residential groups.
- 4.3. Budget Period 1 tasks shall be accomplished by June 30, 2013 and include the following deliverables:
 - 4.3.1. Analyze and estimate the initial costs to increase energy savings as a percentage of electric sales by 1%, identify potential source(s) of revenue to cover these costs, and develop a timeline to achieve the goals.
 - 4.3.2. Provide an assessment of the EERSs enacted in other states. The assessment should include, but not be limited to, a detailed summary of states that have an EERS, the process used to adopt the policy, methodologies used to estimate its cost, programs and policies implemented to reach the EERS goal(s), and a sampling of the opportunities and barriers discussed in the respective states regarding the policy.

- 4.3.3. Conduct a preliminary analysis and estimate the costs to increase energy efficiency savings, identify potential revenue sources for the costs needed to increase energy efficiency, and develop a timeline for achieving increased savings. Provide to OEP an interim report containing a preliminary list of options for goals and policy mechanisms that New Hampshire could consider in pursuit of an EERS and summarizing results of the preliminary analysis and the assessment of an EERS in other states.
- 4.3.4. Review the preliminary results with key stakeholders.
- 4.3.5. Conduct an in-depth analysis of the short- and long-term benefits/costs to increased investment in energy efficiency from various policy and funding mechanisms, and determine the economic impact to ratepayers and taxpayer
- 4.3.6. Develop a draft of a statewide plan for the adoption of an EERS based on activities under 4.3.1 through 4.3.5. of this Scope of Services. The plan shall include a detailed assessment of policy mechanisms that could be utilized to achieve the goals of an EERS.
- 4.4. Budget Period 2 tasks shall be accomplished by September 29, 2013 and include the following deliverables:
 - 4.4.1. Complete the statewide plan and assist OEP in implementing it. The assistance shall include, but not be limited to, meeting with policy makers and other key stakeholders, providing testimony before the Public Utilities Commission and/or Legislature, and building support among interest groups.
- 4.5. All analysis shall build upon, previously issued state reports, such as the *New Hampshire Independent Study of Energy Policy Issues* by VEIC (2011), and the *Additional Opportunity for Energy Efficiency in New Hampshire* by GDS (2009).
- 4.6. VEIC shall submit monthly invoices to OEP for hours and direct costs incurred in carrying out the contract for itself and its subcontractors. These invoices must include proper backup documentation for all direct costs and conform to the budget and hourly wages referenced in Exhibit B to this contract. VEIC shall keep financial records relating to this contract for at least three years from the date of termination and provide access to such records to OEP, other state and federal officials upon request.
- 4.7. VEIC, its sub-contractors and vendors shall follow all applicable rules, regulations, and laws of the State and Federal government, including 10 CFR 600 and all attachments listed in paragraph 3 of this Exhibit A.
- 4.8. VEIC, its sub-contractors and vendors will utilize generally accepted accounting principles to exercise effective control of funds, such that costs charged to OEP are reasonable, allowable and applicable, per federal guidelines. To show that such controls are in place, VEIC shall submit to OEP a copy of an audited financial report within 90 days of the end of its next fiscal year; such report shall remain confidential if it is so marked by VEIC. Should VEIC expend in excess of \$500,000 in federal funds in a fiscal year, it is required by federal regulations to have an A133 audit performed, and to share the results of such audit with OEP.
- 4.9. VEIC shall remain the primary contractor of OEP and all subcontractors shall be accountable to VEIC. VEIC shall provide advance notice of and obtain consent from OEP prior to entering into any subcontracts not described in VEIC's proposal.

5. NH Office of Energy and Planning Responsibilities:

OEP shall:

- 5.1. Identify a primary point person for all communication regarding this Agreement;
- 5.2. Ensure timely response to all requests for clarification or project modification(s);
- 5.3. Work with VEIC to gather input from stakeholders on assessing an EERS and associated policy mechanisms;
- 5.4. Submit all required reports and respond to all inquiries regarding the program by the federal Department of Energy, and other agencies as required.
- 5.5. Respond in a reasonable and timely manner to all requests by VEIC for clarification or program modification.
- 5.6. Provide payment within 30 days of receipt of an invoice that meets state and federal standards for completeness and allowable costs, provided that VEIC is not in violation of one or more terms of this contract.

Continuation of Budget Period 2

- 6.1. Funding from DOE for this project for Budget Period 2, commencing on July 1, 2013, is contingent upon DOE approval: OEP must show that satisfactory progress has been made in Budget Period 1 in meeting its stated goals toward establishment of an EERS. Should continuation of funding be denied by DOE, OEP may terminate this agreement effective immediately. In the case of such termination, all reasonable costs incurred by VEIC in pursuit of Budget Period 1 activities, and within the budgeted amounts described in Exhibit B, shall be reimbursed by OEP

**Exhibit B – Project Costs: Method and Terms of Payment
Competitive State Energy Programs
Energy Efficiency Statewide Plan**

1. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY OEP

The following terms shall apply to this agreement:

- 1.1. "Project Costs" shall mean all reimbursable costs, including administrative costs, incurred by a Business in performance of Project Activities. Project Costs include, but are not limited to; work accomplished to meet Tasks in Exhibit A, record keeping, reporting, audits, and oversight of Subcontractors, monitoring, verification, and compliance with all federal, state, and local laws, rules, and regulations and this contract;
- 1.2. "Administrative Costs" shall mean all expenses directly or indirectly incurred by VEIC and its subcontractors in the administration of the Project as determined by New Hampshire Office of Energy and Planning (OEP) to be eligible and allowable for payment in accordance with the approved Project budget and cost standards set forth in *10 CFR 600 Subpart B – Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutes of Higher Education, Hospitals, and Other Non-Profit Organizations*, as revised from time to time;
- 1.3. Payment of Project Costs: Subject to the terms and conditions of this agreement, OEP agrees to pay VEIC all Project and Administrative Costs, provided, however, that in no event shall the total of all payments made by OEP pursuant to this Agreement exceed the Grant Amount as set out in Exhibit A - Scope of Services Section 2, and provided further that all Project Costs shall have been incurred prior to the Completion Date as noted in Exhibit A- Scope of Services Section 1; and
- 1.4. Review by OEP; Disallowance of Costs: At any time during the performance of the Project Activities, and upon receipt of the monthly invoices, progress reports, closeout report, monitoring, or audited financial report, OEP may review all Project Costs incurred by VEIC or any Subcontractor and all payments made to date. Upon such review, OEP shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform VEIC of any such disallowance. If OEP disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, OEP may deduct the amount of disallowed costs from any future payments under this Agreement or require that VEIC refund to OEP the amount of the disallowed costs.

2. PROJECT BUDGET

- 2.1 In consideration of the satisfactory performance of the Services set forth in Exhibit A, the State agrees to pay VEIC, including its subcontractors, in total, a sum not to exceed \$215,000.00 in accordance with the budget on the following page:

Table 3: Responsibility by Task

Task	VEIC				GDS				JHTA		TOTAL	
	Donovan \$100	Parker \$200	Enterprise \$175	Adamczyk \$180	Jullierat \$100	Clece \$109	Subtotal	Albert \$184	Curtila/ Morse \$45	Taylor \$120		Whitman \$75
BUDGET PERIOD 1 - Stakeholder Engagement, Technical Analysis, & Draft Statewide Plan												
Task 1: Conduct Kick-off Meeting; Launch Stakeholder Engagement	20		10				30	15		20		65
Task 2: Research, Collect, and Present Information on EERS	10		10		25	5	50	5		5		80
Task 3: Analyze and Estimate Costs to Increase Energy Savings	5		20				25	50	40	90	5	120
Task 4: Review Findings Thus Far with Key Stakeholders	10		20		5	5	40	10		10	10	60
Task 5: Conduct Detailed Technical and Economic Analysis and Prepare Deliverable for Budget Year	20	10	60	20	20	10	140	140	60	200	25	375
Task 6: Develop Draft of Statewide Plan	40	20	60	20	10	10	160	84	30	114	25	309
BUDGET PERIOD 2 - Final Statewide Plan & Stakeholder Engagement												
Task 7: Complete Statewide Plan, Present to the Legislature, PUC, & Key Stakeholder Groups	40	15	40			5	100	56	10	66	50	216
Task 8: Complete Project Reporting Requirements	30		5				35	15		15	15	75
TOTAL												

Table 4: Budget

	VEIC	GDS	JHTA	Total
BUDGET PERIOD 1				
Personnel*	\$ 77,038	\$ 73,923	\$ 13,530	\$ 164,491
Travel	\$ 509	\$ -	\$ -	\$ 509
Other Direct Costs	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 77,547	\$ 73,923	\$ 13,530	\$ 165,000
BUDGET PERIOD 2				
Personnel*	\$ 24,737	\$ 15,350	\$ 9,405	\$ 49,492
Travel	\$ 509	\$ -	\$ -	\$ 509
Other Direct Costs	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 25,246	\$ 15,350	\$ 9,405	\$ 50,000
TOTAL				
Personnel*	\$ 101,775	\$ 89,273	\$ 22,935	\$ 213,983
Travel	\$ 1,017	\$ -	\$ -	\$ 1,017
Other Direct Costs	\$ -	\$ -	\$ -	\$ -
Total	\$ 102,792	\$ 89,273	\$ 22,935	\$ 215,000

* Includes mark-up on subcontractors

- 2.2 Mileage required to perform Project Activities related to meetings, presentations, focus groups shall be reimbursed at a the current gas rate of \$0.56.5 cents/mile; and
- 2.3 Additional costs incurred by VEIC or its subcontractors will be reimbursed by OEP on an actual cost basis, including supplies, materials, contractual services, research, and transportation.
- 2.4 VEIC is permitted to reallocate up to \$43,000 (20% of the total award) across consultant costs and expenses noted in the budget. If additional reallocation of funds is needed, VEIC must receive written approval from OEP.

3. METHOD AND TERMS OF REIMBURSEMENT FOR PROJECT COSTS

- 3.1. VEIC will submit at least quarterly, an itemized invoice with supporting documentation to OEP for Project and Administrative Costs incurred. OEP will reimburse VEIC from the total contracted amount not to exceed \$215,000. All costs incurred prior to an agreement being entered into will be at the risk of VEIC. All agreements VEIC enters into with subcontractors will need to be pre-approved by OEP;
- 3.2. Timing of Payments: Within thirty (30) days of the receipt by OEP of requests for reimbursement from VEIC specifying all costs incurred, OEP agrees to reimburse VEIC for costs, except that reimbursement may be withheld until OEP determines that a particular project activity or portion of the project activity hereunder has been satisfactorily approved and completed; and
- 3.3. Disbursement of funds by OEP does not constitute acceptance of any item as an eligible cost.

4. REQUIRED DOCUMENTATION FOR DISBURSEMENT OF GRANT FUNDS

- 4.1. Reimbursement requests for all Project and Administrative Costs shall be accompanied by proper supporting documentation in the amount of each requested disbursement along with a payment request form as supplied by OEP, which shall be completed and signed by VEIC. Documentation may include invoices for supplies, equipment, services, contractual services, transportation and, where applicable, a report of salaries paid. Requests for reimbursement of costs incurred that have not been authorized explicitly in this document, or in writing by OEP in advance of the actual expenditure may be disallowed.

5. LIMITATIONS ON USE OF FUNDS

- 5.1. Funds for this program are to be used in a manner consistent with the State Energy Program, as approved by the U.S. Department of Energy and by OEP.
- 5.2. Project funds may not, without advance written approval by OEP, be obligated prior to the Effective Date or subsequent to the Completion Date of the Project period; and
- 5.3. All obligations of the State, including the continuance of any payments, are contingent upon the availability and continued appropriation of funds for the services to be provided.

**Exhibit C – Special Provisions
Competitive State Energy Programs
Energy Efficiency Statewide Plan**

Amend insurance requirements 14.1.1 as follows:

14.1.1 Comprehensive General Liability Insurance against all claims of bodily injury, death or property damage in the amount of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

New Hampshire Office of Energy and Planning

STANDARD EXHIBIT D

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

Director, New Hampshire Office of Energy and Planning,
107 Pleasant Street, 3rd Floor, Concord, NH 03301

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a

central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

128 Lakeside Avenue, Suite 401 Burlington, Vermont 05401

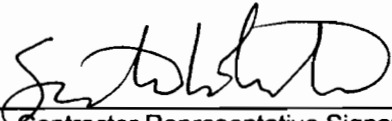
Check if there are workplaces on file that are not identified here.

Contractor Name

Period Covered by this Certification

Scott Johnstone, Executive Director

Name and Title of Authorized Contractor Representative



Contractor Representative Signature

January 21, 2013

Date

New Hampshire Office of Energy and Planning

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):
Competitive State Energy Program

Contract Period: Date of Governor and Council Approval through September 29, 2013

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 D-H.
(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.

Signature of Contractor Representative Executive Director
Contractor Representative Signature Contractor's Representative Title

Scott Johnstone January 21, 2013
Contractor Name Date

New Hampshire Office of Energy and Planning

STANDARD EXHIBIT F

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

Instructions for Certification

- (1) By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
- (4) The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
- (6) The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
- (7) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

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

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

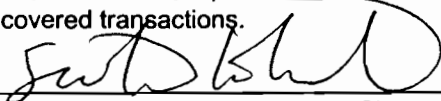
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

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

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

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

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

	Executive Director
Contractor Representative Signature	Contractor's Representative Title
Scott Johnstone	January 21, 2013
Contractor Name	Date

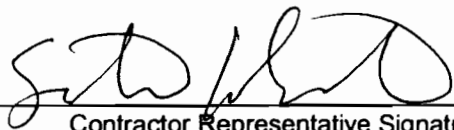
New Hampshire Office of Energy and Planning

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

Executive Director

Contractor's Representative Title

Scott Johnstone

Contractor Name

January 21, 2013

Date

New Hampshire Office of Energy and Planning

STANDARD EXHIBIT H

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

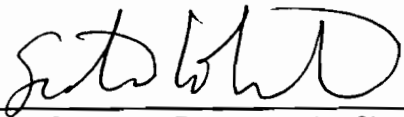
Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education,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

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

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

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

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



Contractor Representative Signature

Executive Director

Contractor's Representative Title

Scott Johnstone

Contractor Name

January 21, 2013

Date

New Hampshire Office of Energy and Planning

STANDARD EXHIBIT I

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Office of Energy and Planning (OEP) 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/CDFA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS#)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252k 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 NH Office of Energy and Planning and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.


Contractor Representative Signature

Executive Director

Contractor Representative Name and Title

Scott Johnstone

January 21, 2013

Contractor Name

Date

New Hampshire Office of Energy and Planning

STANDARD EXHIBIT I

FORM A

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

- 1. The DUNS number for your entity is: 606011088
- 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, sub-grants, and/or cooperative agreements?

NO X

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) of 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m), 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:

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

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Vermont Energy Investment Corporation, a(n) Vermont corporation, is authorized to transact business in New Hampshire and qualified on May 9, 2012. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of July, A.D. 2012

William M. Gardner

William M. Gardner
Secretary of State

CERTIFICATE OF VOTES

(Corporate Authority)

I, Beth Sachs, Clerk/Secretary of Vermont Energy Investment Corporation
(name) (Corporation name)

(hereinafter the "Corporation"), a Vermont corporation, hereby certify that: (1) I am the duly
(state)
elected and acting Clerk/Secretary of the Corporation; (2) I maintain and have custody and am familiar with the
minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such
books; (4) that the Board of Directors of the Corporation have authorized, on December 2, 2010 such authority
(date)
to be in force and effect until September 29, 2013.
(contract termination date)

The person(s) holding the below listed position(s) are authorized to execute and deliver on behalf of the
Corporation any contract or other instrument for the sale of products and services:

Scott Johnstone
(name)

Executive Director
(position)

Linda Gibson
(name)

Director of Administration
(position)

(5) the meeting of the Board of Directors was held in accordance with Vermont
(state of incorporation)

law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded
and continues in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this
19th day of June, 2012.

[Signature]
Clerk/Secretary

STATE OF Vermont
COUNTY OF Chittenden

On this 19th day of June, 2012, before me, the above signed Officer personally appeared who
acknowledged her/himself to be the Corp. Secretary of the Vermont Energy Investment Corp.
corporation and that she/he as such Beth Sachs being authorized to do so, executed the
foregoing instrument for the purposes therein contained.

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

Frances B. Hussey
Notary Public/Justice of the Peace

Commission Expiration Date: Feb. 10, 2015

CERTIFICATE OF LIABILITY INSURANCE

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If 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 Hackett Valine & MacDonald 140 Kennedy Drive P. O. Box 2127 So Burlington, VT 05407-2127	CONTACT NAME: Kim Boudreau PHONE (A/C, No., Ext): 802 658-1100 E-MAIL ADDRESS:	FAX (A/C, No): 8026589419	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Vermont Energy Investment Corp. d/b/a Efficiency Vermont 128 Lakeside Ave Burlington, VT 05401	INSURER A : Hanover Insurance Co.		22292
	INSURER B : Guard Insurance Company		
	INSURER C : Travelers Casualty Ins Co of Am		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			ZHV907373201	03/20/2012	03/20/2013	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$2,000,000
							\$
C	AUTOMOBILE LIABILITY			BA5733P22A12SEL	03/20/2012	03/20/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
			<input checked="" type="checkbox"/> NON-OWNED AUTOS				\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> OCCUR				AGGREGATE \$
			<input type="checkbox"/> CLAIMS-MADE				\$
	DED		RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			VEWC309690	06/25/2012	06/25/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000

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

**** Workers Comp Information ****

Proprietors/Partners/Executive Officers/Members Excluded:

Washington DC, Officer

Office of Energy & Planing is named additional insured.

CERTIFICATE HOLDER CANCELLATION

NH Office of Energy & Planning 107 Pleasant Street Johnson Hall 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 <i>Kim Boudreau</i>
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