



MARGARET WOOD HASSAN
GOVERNOR

STATE OF NEW HAMPSHIRE
OFFICE OF ENERGY AND PLANNING
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January 22, 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 enter into a contract with Energy Efficient Investments, Inc. (EEI), (Vendor # 225407), Merrimack, NH, in the amount of \$20,000.00, to provide quality control inspection services for the federally funded NH Weatherization Assistance Program, effective upon Governor and Council approval through June 30, 2013. 100% Federal Funds.

Funding is available in the following accounts:

Office of Energy & Planning, Weatherization	<u>FY 2013</u>
01-02-02-024010-77060000	
074-500587 Grants for Pub Assist & Relief	\$20,000

EXPLANATION

OEP is responsible for administering New Hampshire’s statewide Weatherization Assistance Program. The objective of the program is to weatherize homes to reduce energy consumption and to reduce energy costs for low-income households. Priority is given to the elderly, disabled, households with infant children, and households with high energy usage.

The New Hampshire Weatherization Assistance Program is funded by a grant from the United States Department of Energy (DOE). As such, DOE regulations require that a minimum of 5% of all units completed under this program are inspected by OEP for quality of workmanship, installed measures, accuracy of billing, program compliance, among other things. OEP intends to inspect 10% or more of the completed units in order to ensure a high degree of program quality.

The intent of this contract is to procure Quality Control inspection services. OEP issued a competitive request for proposals (RFP) on October 17, 2012. Two responses were received. Both responses were scored by a three-person evaluation committee. Energy Efficient Investments Inc. received the highest score of the two responses. Details of the scoring are attached to this letter.

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

Respectfully submitted,

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

Joanne Cassulo
Interim Director

JC/sf

**Low-Income Weatherization Program
EVALUATION
For Requests for Proposals**

Proposal to be reviewed: Quality Control Inspector

Names of Bidders:

1. Energy Efficient Investments Inc (EEI), Merrimack NH
2. Thermal Works, Johnson VT

On the Reviewing Team:

1. Scott Falvey- Office of Energy and Planning
2. Susan Thorne- Office of Energy and Planning
3. Brandy Chambers- Office of Energy and Planning

Scoring Criteria	Possible Points	EEI	Thermal Works
Quality/Completeness of Proposal	30	24	20
Qualifications of Bidder	35	30	28
Proposal Cost	35	35	30
Total	100	89	78
Bid Pricing		\$65.00/hr	\$75.00/hr

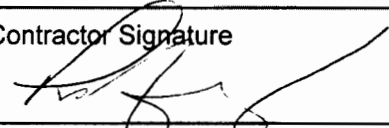
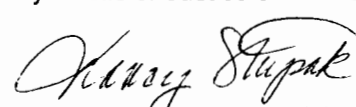
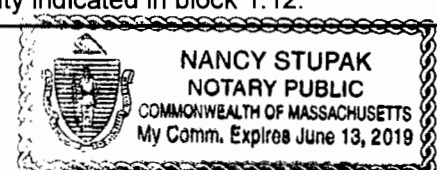


Subject: NH Weatherization Program – Quality Control Inspections – Energy Efficient Investments Inc.

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 St. Concord, NH 03301	
1.3 Contractor Name Energy Efficient Investments Inc.		1.4 Contractor Address 26A Columbia Circle, Merrimack, NH 03054	
1.5 Contractor Phone Number (603) 423-6000	1.6 Account Number 01-02-024010-7706 074-500587	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$20,000.00
1.9 Contracting Officer for State Agency Scott Falvey		1.10 State Agency Telephone Number (603) 271-2155	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Paul Murphy, Director	
1.13 Acknowledgment: State of <u>MASSACHUSETTS</u> County of <u>Norfolk</u> On <u>1/16/13</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] 			
1.13.2 Name and Title of Notary Public or Justice of the Peace <u>NANCY STUPAK NOTARY PUBLIC</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Joanne Cassulo, Interim Director	
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>1-23-13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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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.

New Hampshire Office of Energy and Planning

EXHIBIT A

Scope of Services

This contract agreement (hereinafter, "Agreement") is entered into by and between Energy Efficient Investments, Inc., Merrimack, New Hampshire 03820 (hereinafter "EEI") and the New Hampshire Office of Energy and Planning, Concord, NH 03301 (hereinafter "OEP").

- A. Project Title:** NH Weatherization Program – Quality Control Inspections – Energy Efficient Investments, Inc.
- B. Project Period:** The contract will commence upon approval by Governor and Executive Council and will have a completion date of June 30, 2013. OEP may, at any time, in its sole discretion, terminate the contract or postpone or delay all or any part of this contract, upon written notice.
- C. Project Description and Purpose:** OEP is responsible for performing Quality Control (QC) inspections on a minimum of 5% of all the units completed under the Weatherization Program. OEP's goal is to inspect 10% or more of the units completed by the Community Action Agencies (CAA). The contractor will assist OEP on an as-needed basis to meet these goals. The contractor is to perform inspections of completed or in-progress work for purposes of quality control and program compliance, as well as to observe and interview workers regarding project health and safety and report observations. Inspections are to verify program compliance, including but not limited to: client file review; ensuring that all appropriate measures are included on work orders; installed measures are allowed, effective, and of good quality workmanship; and are comprehensive. All inspections require written reports in accordance with the NH Policies and Procedures Manual. Work shall commence as soon as possible with Governor and Executive Council approval and will continue on an as-needed basis until June 30, 2013, or when services are no longer required or federal funding has been exhausted. The contractor will be supervised by the OEP Weatherization Program Manager.

EEI agrees to perform quality control inspections and to provide written reports in a format approved by OEP resulting from said field inspections, to ensure that weatherization work has been performed in accordance with the regulations set forth by the U. S. Department of Energy in 10 CFR 440, dated February 1, 2002, and in accordance with the provisions and procedures contained in the 2012 New Hampshire Weatherization Assistance Program (NHWAP) State Plan, Policies and Procedures Manual (PPM), Weatherization Field Guide and as otherwise administered by OEP.

- D. Scope of Work:** Provide quality control and technical inspection services for an estimated 15-20 completed units or more and 2-4 in-progress units which may include safety inspections.

The Contractor shall have the following responsibilities:

- a. Contact the CAAs and request to schedule a review of client file information as well as scheduling on-site unit inspections. Review client files prior to visiting a client's home and performing the inspection.
- b. File review consists of, but is not limited to, reviewing reports, forms, work orders, and invoices for complete and accurate information. Client file review averages approximately 30-45 minutes;
- c. Review electronic audit files. The NHWAP uses the Targeted Retrofit Energy Analysis Tool (TREAT) to determine cost effectiveness of measures and projects. TREAT review consists of verifying

data inputs for accuracy and appropriateness to determine reliability of outputs. TREAT review averages approximately 45 minutes;

- d. Perform comprehensive final inspections utilizing NH PPM and Field Guide standards of auditing performance and review quality of workmanship in completed weatherized units for all five CAAs. Field inspections should also include verifying building dimensions, spaces, surfaces, window and door values and quantities, heating and domestic hot water systems etc., and verifying installed insulation. Verify ventilation requirements using ASHRAE 62.2-2010;
- e. Final inspections require appropriate test-out diagnostics, including but not limited to, combustion appliance zone, combustion appliance, ambient CO, pressure pan and fan flow testing;
- f. Digital pictures must be taken to document both poor quality and good quality work; and
- g. Written reports based on file review and in-field findings and observations will be drafted for OEP review and comment prior to finalizing for CAA delivery. Written reports will be in a format consistent with the NH PPM and approved by OEP prior to delivery of any reports.

Contractor may perform safety "check" inspections where projects are in-progress. Safety inspections may include but not be limited to observing and interviewing workers and reporting on adherence to OSHA regulations, EPA RRP regulations, DOE Lead Safe Weatherization requirements, worker personal protective equipment etc., in accordance with the NH PPM and CAA management plans.

E. Deliverables: The deliverables for this project include:

- a. Final reports to CAAs within 30 days of the in-field inspection;
- b. Track reports delivered and responses received; responses are to be received by the CAA within 30 days of the delivered report.
- c. Determine if responses received comply with program requirements;
- d. Re-inspect previously inspected units where appropriate, based on report response, if determined necessary by OEP;
- e. Provide feed back and recommendations to OEP for program training relating to field observations, to improve program services;
- f. Draft reports must be submitted to the Weatherization Program Manager in MS Word format for review and comment prior to final delivery. Further drafts of the report must incorporate comments as addressed by OEP. Report format must conform to the requirements identified in Section 6.2 of the NH PPM.
- g. Safety inspections performed will be in accordance with standards identified in Sections 10.1-10.7 of the NH PPM.
- h. OEP must be notified within 5 days if CAA responses are not received within the 30-day period.

Payment for inspections and reports will only be made for those reports that have been approved by OEP and distributed to CAAs. Payment will not be made for any activity that does not result in a delivered final report.

F. Attachments to this Agreement: This Agreement consists of the following documents: Exhibits A, B, C, D, E, F, G, H, and I which are all incorporated herein by reference as if fully set forth herein.

New Hampshire Office of Energy and Planning

EXHIBIT B

Contract Price, Terms and Methods and Conditions of Payment

- A. In consideration of the satisfactory performance of the Services set forth in Exhibit A, the State agrees to pay the Contractor, Energy Efficient Investments Inc., in total, a sum not to exceed \$20,000.00 and expended at the following rates:

\$65.00/hr	For all inspection related activities including file review, field, and inspection time.
\$0.565/mile	Mileage required for travel from and to Energy Efficient Investment Inc's home office in Merrimack NH to perform the necessary Quality Control Inspection duties. Mileage is reimbursed at the Federal Rate and is subject to change as determined by the Internal Revenue Service.
\$45.00/hr	Administrative time incurred for staff carrying out Support activities associated with these Quality Control inspections.

Scheduling of inspections should occur in a manner that provides for the most efficient use of travel time and maximizes the number of inspections occurring for a given agency. At least 2 inspections should be scheduled for each trip.

- B. The Contractor will submit an itemized monthly invoice showing inspection, administrative, and travel charges, accompanied by supporting documentation, to OEP. Supporting documentation should consist of time cards identifying the project, activity, and time charged, copies of travel logs identifying starting and ending addresses, any other such documentation supporting costs being requested of OEP. OEP will reimburse Contractor from the total contracted amount, not to exceed \$20,000.00.
- C. OEP agrees to make payments to Energy Efficient Investments Inc. within 30 days of receipt of invoice for delivered reports. OEP will not pay for partially completed unit inspections, i.e. the unit must be fully inspected and a final report sent to the receiving community action agency with a copy to OEP before payment for the work will be made.
- D. All obligations of the State, including the continuance of any payments, are contingent upon the availability and continued appropriation of funds for the services to be provided.

New Hampshire Office of Energy and Planning

EXHIBIT C

Special Provisions

- A. The Contractor agrees that the Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, or of the State of New Hampshire shall have access to and the right to:
- (1) Examine any of the Contractor's or any subcontractor's records that pertain to and involve transactions relating to this contract or a subcontract hereunder; and
 - (2) Interview any officer or employee regarding such transactions. The Contractor shall insert a clause including this paragraph, in all subcontracts under this contract. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer/Grant Manager under the Government prime contract.
- B. Insurance and Bond: No additional information needed at this time.

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, Johnson Hall, 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;

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

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

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

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

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

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

Energy Efficient Investments, Inc.
Contractor Name

Upon G&C approval to June 30, 2013
Period Covered by this Certification

Paul Murphy, Director
Name and Title of Authorized Contractor Representative


Contractor Representative Signature

1/16/13
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 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, DHHS may terminate this transaction for cause or default.

P37 Exhibits A through H

Initials Bm

Date 1/16/13

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

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

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

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

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

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

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

Contractor Representative Signature Director
Contractor's Representative Title

Energy Efficient Investments, Inc. 1/16/13

Contractor Name Date

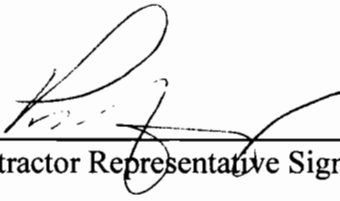
New Hampshire Office of Energy and Planning

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

Director

Contractor's Representative Title

Energy Efficient Investments, Inc.

Contractor Name

1/16/13

Date

New Hampshire Office of Energy and Planning

STANDARD EXHIBIT H

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

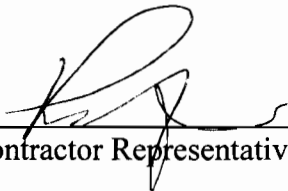
Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education,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

Director

Contractor's Representative Title

Energy Efficient Investments, Inc.

Contractor Name

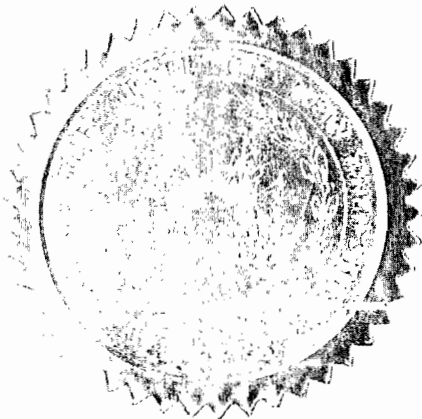
1/16/13

Date

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 Energy Efficient Investments, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on January 31, 2007. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of December, A.D. 2012

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTES

(Corporate Authority)

I, R. Lindsay Drisko, Clerk/Secretary of Energy Efficient Investments, Inc.
(name) (Corporation name)

(hereinafter the "Corporation"), a New Hampshire 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 4/2007, such authority
(date)
to be in force and effect until June 30, 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:

Paul Murphy Director of Operations
(name) (position)

(name) (position)

(5) the meeting of the Board of Directors was held in accordance with New Hampshire
(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
23rd day of January, 2013.

[Signature]
Clerk/Secretary

STATE OF Massachusetts
COUNTY OF Norfolk

On this 23rd day of January, 2013, before me, the above signed Officer personally appeared who
acknowledged her/himself to be the Clerk of Energy Efficient Investments, Inc.
_____, a corporation and that she/he as such Clerk 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.

[Signature]
Notary Public/Justice of the Peace

Commission Expiration Date:
6/30/17

