



JOHN H. LYNCH
GOVERNOR

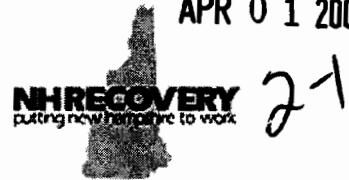
STATE OF NEW HAMPSHIRE
OFFICE OF ENERGY AND PLANNING
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www.nh.gov/oep

APR 01 2009



March 19, 2009

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1) Authorize the Office of Energy and Planning (OEP) to enter into a **SOLE SOURCE** contract with Southern New Hampshire Services, Inc. (VC #91891), Manchester, NH in the amount of \$5,390,392.00 for the Weatherization Assistance Program effective upon Governor and Executive Council approval through March 31, 2012. 100% Federal Funds.

Funding is available in account, American Recovery and Reinvestment Act Weatherization, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

	<u>FY 2009</u>	<u>FY 2010</u>	<u>FY2011</u>	<u>FY2012</u>
010-002-0851-074-0587 Grants for Pub Assist & Relief	\$897,054.00	\$1,633,941.00	\$1,633,940.00	\$1,225,457.00

and allocated by Job # as follows:

	<u>FY 2009</u>	<u>FY 2010</u>	<u>FY2011</u>	<u>FY2012</u>
02RRWB09 (ARRA WXN Base Grant)	\$846,627.00	\$1,074,174.00		
02RRWT09 (ARRA WXN T&TA)	50,427.00	151,282.00		
02RRWB10 (ARRA WXN Base Grant)		\$358,058.00	\$1,074,173.00	
02RRWT10 (ARRA WXN T&TA)		50,427.00	151,282.00	
02RRWB11 (ARRA WXN Base Grant)			\$358,058.00	\$1,074,174.00
02RRWT11 (ARRA WXN T&TA)			50,427.00	151,283.00

2) Further request authorization to advance to the vendor a one-time amount of \$447,855.00 of the above-referenced contract amount.

EXPLANATION

The New Hampshire Weatherization Assistance Program is normally funded by a grant from the U.S. Department of Energy (DOE) with supplemental funding provided by the U.S. Department of Health and Human Services. This funding is by a grant from the DOE through the American Recovery and Reinvestment Act (ARRA).

The Office of Energy and Planning 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 the impact of energy costs in low-income households. Priority is given to the elderly, disabled, households with infant children and households with high-energy usage.

OEP contracts with New Hampshire's Community Action Agencies to provide weatherization services at the local level. OEP estimates that from April 1, 2009 - March 31, 2012, the ARRA funds will allow for a minimum of 2,600 and more likely 3,500 or more homes to be weatherized throughout the state.

The one-time advance of funds will enable the Community Action Agency to operate between monthly reimbursements from the State.

This contract is sole source because of the Department of Energy's grant guidance (10 CFR 440.15) requiring the Community Action Agencies be given preferred status (due to their nonprofit status) as well as their historical performance in the Weatherization program. The services performed under this contract are in addition to the standard Weatherization Assistance Program and will be accounted for separately in accordance with the ARRA requirements.

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

Respectfully submitted,



Amy Ignatius
Director

AI/ DMR/AG:eaw1
Enclosure

Subject: Southern New Hampshire Services, Inc. - Weatherization Program

AGREEMENT

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



GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Office of Energy and Planning		1.2 State Agency Address 4 Chenell Drive Concord, New Hampshire 03301	
1.3 Contractor Name Southern New Hampshire Services, Inc.		1.4 Contractor Address 40 Pine Street, Manchester, NH 03103	
1.5 Contractor Phone No. 668-8010	1.6 Account Number 010-002-0851-074-0587 Job # 02RRWB09 & 02RRWT09	1.7 Completion Date March 31, 2012	1.8 Price Limitation \$5,390,392.00
1.9 Contracting Officer for State Agency Andy Gray, Weatherization Program Manager		1.10 State Agency Telephone Number (603) 271-2155	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Gale F. Hennessy, Executive Director	
1.13 Acknowledgment: State of <u>New Hampshire</u> County of <u>Hillsborough</u> On <u>March 23, 2009</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]		<div style="border: 1px solid black; padding: 5px;"> DIANE P. ERIKSON Notary Public NEW HAMPSHIRE My Commission Expires July 28, 2009 </div>	
1.13.2 Name and Title of Notary Public or Justice of the Peace Diane P. Erikson, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Amy Ignatius, Director 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>3/27/09</u>			
1.18 Approval by the Governor and Executive Council By: DEPUTY SECRETARY OF STATE APR 01 2009			

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

1. Southern New Hampshire Services, Inc. hereinafter "the Contractor" or "Subgrantee" agrees to perform Weatherization Services, and all such Services and other work necessary to operate said Services for low income individuals in accordance with the regulations set forth by the U. S. Department of Energy in 10 CFR 440 dated February 1, 2002 and 10 CFR 600 as amended, and in accordance with the provisions and procedures contained in the most recent New Hampshire Weatherization Assistance Program (NHWAP) State Plan, Administrative Manual, Weatherization Standards and as otherwise administered by the Office of Energy and Planning (OEP).

Periodically OEP may issue Subgrantee Guidance (SG) and Subgrantee Notices (SN) or other clarifications as necessary. All such changes shall be considered as incorporated into the NH Weatherization Administrative Manual and Weatherization Standards. The Contractor agrees to alter the Program procedures in accordance with a SG, SN or other instructions.

The subgrantee will agree to abide by changes in the Weatherization Program designed to improve program delivery and further, will agree to perform Weatherization Program services in a manner that will successfully interact with utility energy efficiency programs for low-income households in order to provide the best services for New Hampshire's low-income households.

2. The contract will commence upon approval of Governor and Council and will have a completion date of March 31, 2012.
3. The Contractor agrees to perform Weatherization Services on a minimum of six hundred eighty-nine (689) dwelling units according to the standards outlined in the most recent NH Weatherization Administrative Manual and Weatherization Standards.
 - (a) Weatherization Services are intended to improve the energy efficiency of the home by conserving energy and to also improve comfort and safety. An energy auditor, who is certified for the program by OEP, first performs a NHWAP energy audit on the home using scientific test equipment. Specific energy conservation measures and heating source repairs are then implemented in order of priority and cost effectiveness. This integrated activity is carried out in accordance with provisions and procedures outlined in the most recent NH Administrative Manual and Weatherization Standards.
 - (b) The number of units and the amount of funds to be expended shall conform to the Management Plans submitted and approved by OEP. Deviations of more than 20% from expected production goals in any given quarter may result in a reduction of the contract amounts and a reallocation of funds to other contractors.
 - (c) Technical and Training Assistance, Audit Compliance and Leveraging funds are to be spent in accordance with similarly pre-approved activities. Requests to deviate from the plan must be made in writing and approved by OEP as prescribed in the most recent NH Administrative Manual.
 - (d) Units shall be weatherized as prescribed in the most recent NH Administrative Manual and Weatherization Standards. Any units determined to not meet minimum standards shall, at no cost to OEP, be improved to meet said standards within 30 days of notification or the costs associated with such unit will be disallowed by OEP and the unit will not count as a production completion.

EXHIBIT B

Methods and Conditions of Payment

In consideration of the satisfactory performance of the Services, the State agrees to pay the Contractor, Southern New Hampshire Services, Inc., in total, the sum of:

\$5,390,392.00	(which hereinafter is referred to as the "Grant"), of which
\$ 447,855.00	will be issued as a cash advance,
\$ 306,718.00	may be expended for administrative costs,
\$ 605,128.00	may be expended for Training & Technical Assistance,
\$4,478,546.00	(the balance), to be spent on weatherization activities.

Drawdowns from the total contracted amount will be paid to the Contractor only after written documentation of cash need is submitted to OEP. Disbursement of the Grant shall be made in accordance with the procedures established by the State and as detailed in the most recent NHWAP Policy and Procedures Manual.

Administrative costs are provided in exchange for a specified number of unit completions at minimal standards. Administrative funds may be pro-rated by OEP if production unit completions do not meet expected production goals.

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.

OEP will also be allowed, as a function of its administrative oversight, to modify contracted budget amounts as necessary to ensure the efficient operation of the NHWAP as long as these modified expenditures do not exceed the "Grant" total amount as specified above.

EXHIBIT C

Special Provisions

1. 10 CFR 600 as amended (Financial Assistance Rules), 10 CFR 440 dated February 1, 2002 (Weatherization Assistance Program), the New Hampshire Weatherization Assistance Program State Plan, Weatherization Assistance Program Administrative Manual, and Weatherization Standards are all considered legally binding and enforceable documents under this contract. OEP reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds, suspension of agency personnel, disbarment of agency personnel, disbarment of agencies and/or subcontractors from present or future contracts, and such other legal remedies as determined to be appropriate by the New Hampshire Department of Justice in the enforcement of rules and regulations pertaining to the Weatherization Assistance Program.
2. An audit shall be made at the end of the Contractor's fiscal year in accordance with the audit requirements of the Office of Management and Budget Circular A-133 "Audits of Institutions of Higher Education, and other Non-profit Organizations". (10 CFR 600.126)

This audit report shall include a schedule of revenues and expenditures by contract or grant number of all expenditures during the Contractor's fiscal year.

The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to OEP within one month of the time of receipt by the Contractor accompanied by an action plan, if applicable, for each finding or questioned cost.

3. The following paragraph shall be added to paragraph 9 of the general provisions:

"9.4 All negotiated contracts (except those of \$5,000 or less) awarded by the Subgrantee shall allow OEP, DOE, the Comptroller General of the United States, or any duly authorized representatives, access to any books, documents, papers, and records of the Subgrantee or their subcontractors, which are directly pertinent to the Weatherization Assistance Program for the purpose of making audits, examinations, excerpts and transcription."

4. In paragraph 10 of the general provisions, the following sentence shall be deleted: "The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in EXHIBIT A."
5. The costs charged under this contract shall be determined as allowable under the cost principles detailed in the DOE Financial Assistance Rules 2 CFR 215 and OMB Circular A-110.
6. Program and financial records pertaining to this contract shall be retained by the Contractor for 3 (three) years from the date of submission of the final expenditure report or, for awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, as authorized by DOE. (10 CFR Subpart B Part 600.153)
7. Andrew Gray, Weatherization Program Manager, of OEP has been designated with the responsibility for overseeing this contract.

8. Paragraph 14.1.1 of the general provisions shall be modified to read:

“comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$5,000,000 excess; and”

9. The following paragraphs shall be added to the general provisions:

“25. RESTRICTION ON ADDITIONAL FUNDING. It is understood and agreed between the parties that no portion of the “Grant” funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law.”

“26. ASSURANCES/CERTIFICATIONS. The following are attached and signed: Nondiscrimination in Federally Assisted Programs, Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements, and Disclosure of Lobbying Activities.”

“27. COPELAND ANTI-KICKBACK ACT. All contracts and subgrants in excess of \$2,000.00 for construction or repair shall include a provision for compliance with Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each contractor, subcontract or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The subgrantee should report all suspected violations to OEP.”

“28. PROCUREMENT. Subgrantee shall comply with all provisions of 10 CFR 600.140-600.148 with special emphasis on financial procurement and property management.”

“29. CLOSE OUT OF CONTRACT. All final required reports and reimbursement requests shall be submitted to the State within sixty (60) days of the completion date (Agreement Block 1.7).”

10. Paragraph 1.6 Account Number

Program Fiscal Year
04/01/09 – 03/31/10
04/01/10 – 03/31/11
04/01/11 – 03/31/12

Job Numbers
02RRWB09 & 02RRWT09
02RRWB10 & 02RRWT10
02RRWB11 & 02RRWT11

Exhibit C

American Recovery and Reinvestment Act Special Provisions

Notwithstanding any provision of this Agreement to the contrary, the following terms and conditions shall govern and take precedence over any conflicting provision in this Agreement.

1. The Contractor or Grantee shall comply, and require any subcontractor or subgrantee to comply, with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Contractor or Grantee and subcontractor or subgrantee, including, but not limited to:
 - a. The Contractor or Grantee shall also comply, and shall require any subcontractor or subgrantee to comply, with applicable provisions of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("Recovery Act" or "Act"), and applicable standards, rules, orders, regulations and guidelines issued pursuant thereto, as amended from time to time, including, but not limited to:
 1. Transparency, Oversight and Accountability requirements under the Act, including without limitation, applicable reporting requirements in the Jobs Accountability Act in Section 1512;
 2. Whistleblower protections in Section 1553;
 3. Limit on Funds in Section 1604;
 4. Buy American requirements in Section 1605;
 5. Wage Rate Requirements in Section 1606;
 6. Emergency Economic Stabilization Act of 2008 requirements (as amended in Section 1608 of the Recovery Act);
 7. National Environmental Policy Act requirements in Section 1609, including requirements for plans and projects to be reviewed and documented in accordance with those processes;
 8. Employ American Workers' Act requirements in Section 1611; and
 9. Records and employees access requirements in the Act, including, but not limited to:
 - a. In accordance with Section 1515 of the Act, cooperating with and providing any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.) to:
 - i. Access to any records of the contractor, any of its subcontractors that pertain to and involve transactions relating to, the contract and subcontract; and
 - ii. Interviews with any officer or employee of the contractor, and subcontractor or subgrantee regarding such transactions; and
 - b. All anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, cooperative agreements, loans, and other forms of Federal assistance, including but not limited to: Title VI of the Civil Rights

Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any program-specific statutes with anti-discrimination requirements; generally applicable civil rights laws also apply, including (but not limited to) the Fair Housing Act, the Fair Credit Reporting Act, the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the Age Discrimination in Employment Act, and the Uniform Relocation Act.

- c. The National Historic Preservation Act, and related statutes, including requirements for plans and projects to be reviewed and documented in accordance with those processes.
2. The Contractor or Grantee, and any subcontractor or subgrantee, shall immediately refer to an appropriate inspector general within the U.S. Department of Justice, Office of the Inspector General, any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or subgrantee, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.
3. The Contractor or Grantee, and any subcontractor or subgrantee, shall furnish the State with monthly reports no later than the first day of each month on the number of newly hired employees and the number of existing employees, including, but not limited to:
 - i. Number of employees (subtotal by new-hire and existing);
 - ii. Total hours of employees (subtotal by new-hire and existing); and
 - iii. Total wages for employees (subtotal by new-hire and existing).
4. Any funding provided to the Contractor or Grantee pursuant to the Recovery Act that is supplemental to an existing grant is one-time funding.
5. The Recovery Act funds are not eligible for costs incurred prior to the date of obligation.
6. The Contractor or Grantee shall, and require any subcontractor or subgrantee to, obtain DUNS numbers (www.dnb.com), and register with the Central Contractor or Grantee Registry (CCR, www.ccr.gov) or complete other registration requirements as determined by the Director of the Office of Management and Budget, no later than May 1, 2009.
7. The Contractor or Grantee shall cause the provisions of this Exhibit C of the General Provisions to be inserted in all subcontracts for any work or project activities covered by this Agreement so that the provisions will be binding on each subcontractor or subgrantee. The Contractor or Grantee shall take such action with respect to any subcontract as the State, or, the United States, may direct as a means of enforcing such provisions, including without limitation, sanctions for noncompliance.

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,
4 Chenell Drive, 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;

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
ALTERNATIVE I - FOR GRANTEEES 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.

Southern New Hampshire Services, Inc.
Contractor Name

April 1, 2009 to March 31, 2012
Period Covered by this Certification

Gale F. Hennessy, Executive Director
Name and Title of Authorized Contractor Representative


Contractor Representative Signature

3-23-09
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):

- Community Services Block Grant
Low-Income Home Energy Assistance Program
Senior Community Services Employment Program
Weatherization Program

Contract Period: April 1, 2009 to March 31, 2012

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

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

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

Contractor Representative Signature: [Handwritten Signature] Executive Director
Contractor's Representative Title
Southern New Hampshire Services, Inc. 3-23-09
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).

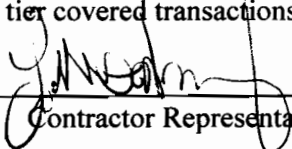
***Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions***
(To Be Supplied to Lower Tier Participants)

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
Southern New Hampshire Services, Inc.	3.23.09
_____ Contractor Name	_____ Date

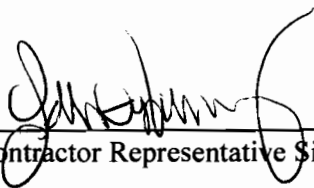
New Hampshire Office of Energy and Planning

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

Southern New Hampshire Services, Inc.
Contractor Name

3-23-09
Date

New Hampshire Office of Energy and Planning

STANDARD EXHIBIT H

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

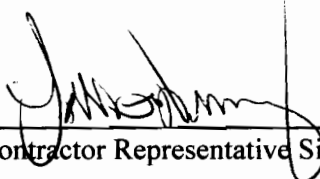
Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education,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

Southern New Hampshire Services, Inc.
Contractor Name

3-23-09
Date

New Hampshire Office of Energy and Planning

STANDARD EXHIBIT I

**U.S. DEPARTMENT OF ENERGY
ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED
PROGRAMS**

OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Information Resources Management Policy, Plans, and Oversight, Records Management Division, HR-422 - GTN, Paperwork Reduction Project (1910-0400), U.S. Department of Energy, 1000 Independence Avenue, S.W., Washington, DC 20585; and to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

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

Applicability and Period of Obligation

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

Employment Practices

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

Subrecipient Assurance

The Applicant shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply

with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

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

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

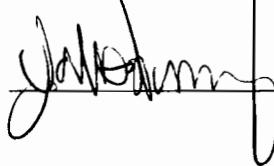
This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Applicants by the Department of Energy, including installment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

Applicant Certification

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

Gale F. Hennessy, Executive Director

Signature



Date

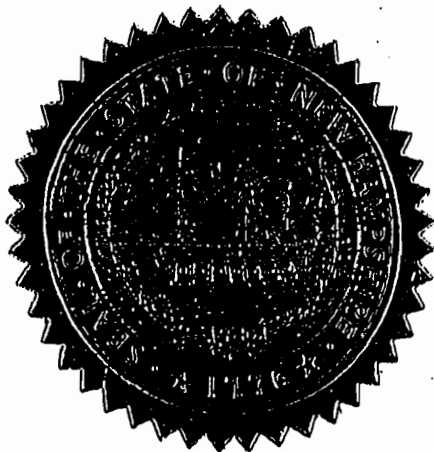
3-23-09

Southern New Hampshire Services, Inc.
40 Pine Street, Manchester, NH 03103
668-8010

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 SOUTHERN NEW HAMPSHIRE SERVICES INC. is a New Hampshire nonprofit corporation formed May 28, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April, A.D. 2007

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporate Authority)

I Mary M. Moriarty, Secretary of Southern New Hampshire Services, Inc.
(name) (corporation name)

(hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I
(state of incorporation)

am the duly elected and acting 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 9/23/08, such authority to be in force and effect until 3/31/12,
Contract Termination Date

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

<u>Gale F. Hennessy</u>	<u>Executive Director</u>
<u>Michael O'Shea</u>	<u>Fiscal Officer</u>
<u>Denise Vallancourt</u>	<u>Accounting Manager</u>

(5) the meeting of the Board of Directors was held in accordance with State of 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 Secretary of the Corporation this 23rd
day of March, 2009.

Mary M. Moriarty
Mary M. Moriarty, Secretary

STATE OF New Hampshire
COUNTY OF Hillsborough

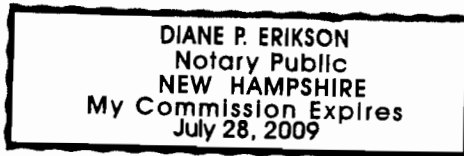
On this the 23rd day of March, 2009, before me, Diane P. Erikson the undersigned officer, personally appeared, Mary M. Moriarty who acknowledged herself to be the Secretary of Southern New Hampshire Services, Inc., a corporation, and that she as such Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Diane P. Erikson
Diane P. Erikson, Notary Public

SEAL

My Commission expires:



ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR XS
SOUTN-1

DATE (MM/DD/YYYY)
02/06/09

PRODUCER Ferdinando Insurance Assoc Inc 637 Chestnut Street Manchester NH 03104 Phone: 603-669-3218 Fax: 603-645-4331	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Southern NH Services Michael O'Shea P.O. Box 5040 Manchester NH 03108	INSURER A:	Arch Insurance Group
	INSURER B:	Maine Employers Mutual Ins. Co
	INSURER C:	AIG Ins. Cos.
	INSURER D:	
	INSURER E:	

COVERAGES


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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Employee Benefits GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	NCPKG000130	10/01/08	10/01/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Emp Ben. 1,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	NCAUT000130	10/01/08	10/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	NCUMB000130	10/01/08	10/01/09	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	3102801290	12/31/08	12/31/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C		OTHER Crime	NCPKG000130	10/01/08	10/01/09	Theft \$ 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

STATN01 State of New Hampshire Office of Energy & Planning 4 Chennell Drive Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Ron L. Beaulieu & Company

CERTIFIED PUBLIC ACCOUNTANTS

www.rlbco.com
accting@rlbco.com

41 Bates Street
Portland, Maine 04103

Tel: (207) 775-1717
Fax: (207) 775-7103

INDEPENDENT AUDITORS' REPORT

March 24, 2008

Board of Directors
Southern New Hampshire Services, Inc.
Manchester, New Hampshire

We have audited the accompanying combined statements of financial position of Southern New Hampshire Services, Inc. as of July 31, 2007 and 2006 and the related combined statements of activities, functional expenses, and cash flows for the years then ended. These financial statements are the responsibility of Southern New Hampshire Services, Inc.'s management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Southern New Hampshire Services, Inc. as of July 31, 2007 and 2006, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

In accordance with Government Auditing Standards, we have also issued our report dated, March 24, 2008 on our consideration of Southern New Hampshire Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grants. That report is an integral part of an audit performed in accordance with Government Auditing Standards and should be read in conjunction with this report in considering the results of our audit.

Ron L. Beaulieu & Co.
Certified Public Accountants

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINED STATEMENTS OF FINANCIAL POSITION
 JULY 31,

ASSETS	2007	2006
CURRENT ASSETS		
Cash	\$ 3,987,382	\$ 3,034,259
Investments	1,647,881	869,464
Accounts receivable	3,131,988	2,787,291
Prepaid expenses	243,595	199,081
Inventory	-	13,504
Fees receivable	116,304	123,617
Total current assets	9,127,150	7,027,216
FIXED ASSETS		
Land	2,347,017	2,371,987
Buildings and improvements	48,428,970	46,483,222
Vehicles and equipment	1,606,772	1,545,273
Total fixed assets	52,382,759	50,400,482
Less - accumulated depreciation	(10,923,883)	(9,685,330)
Net fixed assets	41,458,876	40,715,152
OTHER ASSETS		
Restricted cash	1,415,718	1,564,811
Miscellaneous other assets	177,949	183,287
Total other assets	1,593,667	1,748,098
TOTAL ASSETS	\$ 52,179,693	\$ 49,490,466
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	1,125,481	1,066,813
Accrued payroll and payroll taxes	405,590	333,452
Accrued compensated absences	407,896	380,877
Accrued other liabilities	332,877	208,468
Deferred revenue	1,801,868	1,502,268
Tenant security deposits	200,484	174,444
Current portion of long-term debt	222,015	263,611
Total current liabilities	4,496,211	3,929,933
LONG-TERM DEBT, less current portion	45,926,195	43,667,429
TOTAL LIABILITIES	50,422,406	47,597,362
NET ASSETS		
Unrestricted	1,757,287	1,893,104
TOTAL LIABILITIES AND NET ASSETS	\$ 52,179,693	\$ 49,490,466

See accompanying independent auditors' report and notes to financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINED STATEMENTS OF ACTIVITIES
 FOR THE YEARS ENDED JULY 31,

	2007	2006
REVENUES		
Grant/contract support	\$ 23,696,684	\$ 22,178,626
Program service fees	509,616	304,005
Local funding	57,626	274,800
Rental income	4,995,405	4,228,055
Gifts and contributions	555,186	465,300
Special events and activities	25,452	34,852
Memberships	41,571	16,108
Investment income	332,176	175,504
Revenue from commercial products	88,786	29,700
In-kind	866,039	883,181
Miscellaneous	807,984	1,043,395
TOTAL REVENUES	31,976,525	29,633,526
EXPENSES		
Program services:		
Child Development	4,929,193	4,565,604
Community Services	1,396,588	1,202,030
Economic and Workforce Development	7,818,883	6,482,443
Energy	7,306,335	8,253,710
Hispanic-Latino Community Services	196,847	223,556
Housing and Homeless	99,761	119,520
Nutrition and Health	1,388,907	1,235,509
Special Projects	992,407	961,166
Volunteer Services	201,440	222,737
SNHS Management Corporation	1,183,461	963,129
Housing Corporations	5,549,818	4,358,328
Total program services	31,063,640	28,587,732
Support services:		
Management and general	1,139,916	1,084,136
TOTAL EXPENSES	32,203,556	29,671,868
 INCREASE (DECREASE) IN NET ASSETS	 (227,031)	 (38,342)
 NET ASSETS - AUGUST 1	 1,893,104	 1,931,446
 DONATED CAPITAL	 91,214	 -
 NET ASSETS - JULY 31	 \$ 1,757,287	 \$ 1,893,104

See accompanying independent auditors' report and notes to financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

The Community Action Agency for Hillsborough County

BOARD OF DIRECTORS

December 2008

Public Sector:

Lou D'Allesandro
332 St. James Avenue
Manchester, NH 03102
NH State Senator
Home: 669-3494
Work: 271-2117

Linda T. Foster
3 Blood Road
Mont Vernon, NH 03057
NH State Rep (*District 4*)
Home: 673-6104

Constance J. Erickson, *Treasurer*
13 April Drive
Nashua, NH 03060-2101
Representing Shirley Santerre
(Clerk of Ward 4 Nashua)
Home: 888-0431
Work: 595-1925

Christopher Pappas
419 Walnut Street
Manchester, NH 03104
Hillsborough County Treasurer
Home: 669-0236

Tom Mullins
33 East Road
Greenfield, NH 03047
Greenfield Town Moderator
Home: 547-2362
Work: 357-9806

Private Sector:

Wayne R. Johnson, *Chairman*
17 Valhalla Drive
Nashua, NH 03062-1629
National Association for the
Advancement of Colored People
(NAACP)
Home: 882-7921

Mary M. Moriarty, *Secretary*
62 Coventry Ct.
P. O. Box 2
Merrimack, NH 03054
St. John Neumann Church
Home: 424-5685

German J. Ortiz
8 Reverend Houston Drive
Bedford, NH 03110
Hispanic/Latino
Community Services
Home: 471-0753
Work: 668-5100

Richard Delay, Sr., *Vice-Chairman*
74 Dodge Street
Bennington, NH 03442
NH Grocers Association
Home: 588-2470
Work: 547-3414

Dolores Bellavance
3 Denise Street
Nashua, NH 03063
United Way, Nashua
Home: 882-9528

Patricia Spirou
99 Ward Street
Manchester, NH 03104
Southern New Hampshire University
Home: 669-6386

Representatives of the Low-Income:

Representing Manchester
James Brown
325 Beaver Street
Manchester, NH 03104
Home: 669-3922

Representing Nashua
Norma Roy
145 Ledge Street
Nashua, NH 03060
Home: 595-9210

Representing Towns
Martha Verville
5 Wyman Road
New Ipswich, NH 03071
Home: 878-0692

Roland Houle
1830 Front Street, #3H
Manchester, NH 03102
Home: 627-6916

Janet Allard
76 Temple Street, Apt. 107
Nashua, NH 03060
Home: 889-0328

Leo G. Sauve, Sr.
1 North Mast Street
Goffstown, NH 03045
Home: 497-4758

Head Start-Policy Council

Kimberly Adams
11 Morrison Street
Manchester, NH 03104
Home: 668-5036

Southern New Hampshire Services, Inc.

Key Personnel

Gale F. Hennessy, Executive Director	\$150,000.00
Ryan Clouthier, Weatherization Director	\$ 44,899.40

Ryan Clouthier
43 Karacull Ln
Pittsfield, NH 03263
Tel: 603-435-6462
eMail: rclouthi@verizon.net

OBJECTIVE

Seeking a position which will allow me the opportunity to utilize and build upon my analytical, technical, construction, management and customer service skills, while at the same time allowing me to further my education.

WORK HISTORY

2006-Present Southern New Hampshire Services

Weatherization Director: Responsible for coordination, implementation, budgeting, overall supervision and management of weatherization program funded by Department of Energy, Keyspan, Public Service company of New Hampshire, City of Manchester, and National Grid.

2004-2006 Southern New Hampshire Services

Energy Auditor: Responsible for performing field energy audits of low income residential properties; record the data in written and computerized formats to determine cost effectiveness of conservation measures needed; generate work order specs for the contractors. Conduct proper follow through and field inspections to assure quality installations and client satisfaction.

July 2002-August 2003: Genuity

Network Analyst: Responsible for monitoring the Genuity Dial up network Supporting AOL Domestic and International subscribers. Responsibilities include isolating and troubleshooting problems and configuration issues, on different types of Cisco routers, Lucent APX's, MAX's, and Nortel CVX's. Troubleshooting consists of isolating problems through head to head testing with different Telco's. Also responsible for creating, troubleshooting, and closing tickets in a group ticketing queue. Demonstrated strengths in the area of interpersonal skills and negotiation.

January 2000-July 2002: Genuity

Telco Analyst for ADSL backbone provisioning: Responsible for processing clean accurate orders in a timely fashion. Also responsible for meeting circuit delivery dates dependant upon market focus, and providing email notification to my group from other organizations mailing lists, if information pertains to my group. Also responsible for maintaining and updating multiple databases prior to handoff of individual orders.

February 2000-January 2001: Genuity

Data Analyst for Layer 3 Provisioning: Responsible for providing clean information to other organizations with emphasis on data integrity. Also for ensuring all data in multiple databases are accurate as well as complete. Create and generate reports from CTS, Magma, Vantive, and Access. Other tasks included cleanup of mismatched circuits, reporting on missing information, and tracking and receiving retro for disconnected circuits. Proficient in the use of BRIO as a query tool. Correspond with Vendors to resolve data integrity and/or Order issues.

1997-2000: MVP Sports

Sales Associate: Responsible for shipping and receiving, inventory, customer sales, mechanical repair on specific lines of sports equipment, customer order tracking, consulting with customer and advising of most cost effective product to meet customer needs. Also serve on MVP Sports Safety Committee.

July 1997-Sept. 1997: Mark One Services

Trouble shoot, repair, refurbish, and test a wide variety of life support medical equipment to ensure published performance and safety specifications are met or exceeded. Other responsibilities included shipping and receiving, grounds maintenance, and other duties as assigned.

EDUCATION

2000 - NH Community Technical College (Evening classes)

1994-1998: Dover High School

1989-1994: Barrington Middle School

1985-1989: Barrington Elementary School

Other: Weatherization written and field certification, multiple national and regional weatherization best practices trainings. Intro to Cisco routers, T1 and T3 design and troubleshooting training, ATM and Frame Relay network design training, LAN and WAN training, OC3, OC48, and OC192 design and troubleshooting training.

COMPUTER SKILLS

- Vantive ticket database, Remedy ticketing, Intro to Cisco Routers, Netcool, Unix, HPOV, TBS, TREAT, NEAT, MS Vista, OTTER, CTS, MS Word, MS Works, Power point, Excel, Access, BRIO, Windows World Wide Web.