

State of New Hampshire Department of Energy



**State Energy Program
CFDA 81.041
FAIN: DE-EE0010041**

**Applications for the
School Energy Efficiency Development (SEED) Grant Program**

**REQUEST FOR PROPOSALS (RFP)
RFP #2023-012**

**Release Date: June 28, 2023
Applications Due: 12:00 p.m. EST on August 30, 2023**

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Executive Summary

The [New Hampshire Department of Energy](#) (NHDOE) issues this Request for Proposal (RFP) seeking applications for its [School Energy Efficiency Development \(SEED\) Grant Program](#). This program provides financial support and technical assistance for a public school in a small community to implement energy efficiency projects.

One grant in the amount of \$120,000 will be awarded with either a 20% or 30% match requirement, depending on whether the applicant is “disadvantaged.” **Projects awarded this funding must be completed no later than June 30, 2024.**

Total funding available under this RFP will be \$120,000. The maximum and minimum grant request amount is \$120,000.

An electronic application must be submitted to the NHDOE no later than 12:00 p.m. EST on Wednesday, August 30, 2023. If NHDOE decides to award a contract as a result of this RFP, any award is contingent upon approval of the contract by the NHDOE and the Governor and Executive Council of the State of New Hampshire.

I. PERTINENT DATES AND INFORMATION

A. Schedule of Events

EVENT	DATE/DEADLINE	TIME
RFP Issued	June 28, 2023	
Close of Question Period	August 16, 2023	12:00 PM
Responses to Questions Posted	August 18, 2023	12:00 PM
Application Due Date and Time	August 30, 2023	12:00 PM
Anticipated Grant State Date	September 2023	

B. Written Inquiries

All inquiries concerning this RFP must be submitted by e-mail to the following RFP Point of Contact:

Susan Gagne, Program Specialist III
New Hampshire Department of Energy
21 South Fruit Street, Suite 10
Concord, NH 03301-2429
RFP@Energy.NH.Gov

Inquiries must be received no later than the Close of Question Period as specified in the Schedule of Events above. The subject of the e-mail should state the following: **RFP #2023-012, SEED Grant Program Question Period**. No phone calls please. It is highly recommended that prospective applicants review the RFP as soon as possible and submit any questions promptly. Please note that responses to questions are carefully

considered and may require several days. Responses to questions will be posted as received and can be found here: <https://www.energy.nh.gov/rules-and-regulatory/requests-proposals>.

C. Application Submission Instructions

Applications submitted in response to this RFP must be received no later than the Application Due Date and Time as specified in the Schedule of Events, herein. Late submissions will not be accepted, nor will extensions be given. Delivery of the application and attachments shall be the applicant's responsibility. The NHDOE accepts no responsibility for damaged, mislabeled, or undeliverable e-mailed applications. Applications that are incomplete or unsigned will not be considered. Faxed or physical applications will not be accepted.

Applications must be submitted electronically to RFP@Energy.NH.Gov. Applications must be submitted in PDF format as a file attachment to an e-mail and must be searchable. In no event should an application be provided through a link embedded in the submitted e-mail. The file will be considered received when it is successfully submitted to the mailbox associated with the e-mail address above, and the time of submittal will be based on the time stamp in the receiver's e-mail. The NHDOE can accept electronic files no larger than 25 MB in any one e-mail. Applications may consist of multiple PDF attachments or one PDF with all attachments combined. The subject of the e-mail should state the following: **RFP #2023-012 SEED Grant Program Application – (name of school)**.

To guard against applications being overlooked due to being quarantined by the NHDOE's spam protection software, it is strongly recommended that an e-mail with no attachment be sent to RFP@Energy.NH.Gov initially stating that e-mail(s) containing an application are to follow. The subject of the e-mail should state the following: **RFP #2023-012 SEED Grant Program Intention to File – (name of school)**.

The NHDOE shall assess completeness and responsiveness of the application to eliminate nonconforming applications. The NHDOE may waive or offer a limited opportunity to cure immaterial deviations from RFP requirements if it is determined to be in the best interests of the State. Any response that is filed shall be valid for no fewer than 150 days following the deadline for submission of applications, or until the effective date of any resulting contract, whichever is later.

D. Restriction of Contact with State Employees

From the date of the release of this RFP until awards are made and announced regarding the selection, all communications with personnel employed by or under contract with the State regarding this RFP are forbidden, unless first approved by the RFP Point of Contact, Susan Gagne, Program Specialist III, or as otherwise outlined in Section III. NHDOE employees have been, and Evaluation Team members will be, directed not to hold conferences and/or discussions concerning this RFP with any potential applicant

during the selection process, unless otherwise authorized by the RFP Point of Contact, or as otherwise outlined in Section III.

II. OVERVIEW

A. Background and Purpose

The United States Department of Energy’s (USDOE) [State Energy Program](#) (SEP) (CFDA 81.041) provides funding and technical assistance to states, territories, and the District of Columbia to enhance energy security, advance state-led energy initiatives, and increase energy affordability. States have a robust role in administering program activities that can be tailored to their unique resources, delivery capacity, and energy goals.

The NHDOE, a state executive branch agency, provides guidance, information, and data on energy usage. As part of its mission to build partnerships and serve New Hampshire communities, the NHDOE has received SEP grant funds and created the SEED Grant Program to encourage schools to holistically review their energy usage and offer funding to implement energy efficiency projects. The SEED Grant Program was created in 2018 and offers a one-time competitive grant with a corresponding match to complete proposed energy efficiency projects in a public school. Since its inception, the SEED Grant Program has funded and successfully completed energy efficiency projects in public schools located in Hill, Lempster, New Boston, and Litchfield. These energy efficiency projects have created a safer, healthier learning environment for students and teachers, as well as reduced a school’s energy usage and operating costs to provide a financial benefit to school district budgets and property taxpayers.

On January 27, 2021, President Biden issued [Executive Order 14008, Tackling the Climate Crisis at Home and Abroad](#). Section 223 of Executive Order 14008 established the [Justice40 Initiative](#), which directs that 40% of the overall benefits of certain federal investments – including investments in clean energy and energy efficiency; clean transit; affordable and sustainable housing; training and workforce development; the remediation and reduction of legacy pollution and the development of clean water infrastructure – to flow to disadvantaged communities. To advance the Justice40 Initiative, the NHDOE opened a solicitation of written public comment in February 2023. Comments received led the NHDOE to simplify the SEED Grant Program’s application process. NHDOE also altered the SEED Grant Program’s scoring criteria and match requirements to give preference to applications from disadvantaged public schools.

B. Basic Project Eligibility Requirements

Applicants must meet the following minimum requirements to be eligible for the SEED Grant Program:

1. The applicant proposes to fund an energy efficiency project in **one** public school or chartered public school located in a New Hampshire municipality with a total

population of 10,000 or fewer residents based on the municipality's "Total Population OPD Estimate" under the [NH Department of Business and Economic Affairs' 2021 Total Population Estimates of NH Cities and Towns published August 15, 2022](#) or authorized entity applying on behalf of an educational institution that is publicly funded;

2. The applicant proposes a project that adheres to the requirements of the [New Hampshire State Historic Preservation Programmatic Agreement](#), is installed in or on an existing building, does not require structural reinforcement, no trees are removed, is appropriately sized, and is limited to one or more of the following:
 - a. Installation of insulation.
 - b. Installation of energy efficient lighting including light poles (may also be installed within a utility easement if no trees are removed).
 - c. HVAC upgrades (to existing systems).
 - d. Weather sealing.
 - e. Purchase and installation of energy efficient or energy/water efficient appliances and equipment, including but not limited to, energy or water monitoring and control systems, thermostats, furnaces, and air conditioners.
 - f. Retrofit of energy efficient pumps and motors where it would not alter the capacity, use, mission, or operation of an existing facility.
 - g. Retrofit or replacement of windows and doors.
3. The applicant does not propose to fund any electrical generational facility (i.e. solar array, wind energy, etc.) or electric energy storage system (battery storage, etc.) as part of their application;
4. The applicant will complete their proposed project by June 30, 2024;
5. The applicant provides proof of active registration in the Federal System of Award Management (SAM) website and have a Unique Entity Identifier (UEI) number (entities that are actively registered in SAM will automatically be given a UEI);
6. The applicant is not debarred from SAM and unable to work on projects funded with Federal funds;
7. The applicant meets a 20% or 30% "cash" and/or "in-kind" match requirement for their SEED Grant Program award with firmly committed matching funds and fully documented in-kind dedicated staff hours;
 - a. "In-Kind" is defined as the value of non-cash contributions, such as property or services that: benefit a federally assisted project or program; and are contributed by non-Federal third parties, without charge, to a non-Federal entity under a Federal Award.
 - b. Exclude the following costs:

- i. Revenues or royalties from the prospective operation of an activity beyond the time considered in the award;
 - ii. Proceeds from the prospective sale of an asset of an activity; or
 - iii. Other appropriated Federal funds.
 - iv. Repayment of the Federal share of a cost-shared activity under *Section 988 of the Energy Policy Act of 2005* shall not be a condition of the award.
 - c. “Match” is subject to United States Department of Energy (USDOE) Financial Assistance Rules (2 CFR Part 200 as amended by 2 CFR Part 910 and 10 CFR Part 420). Utility financial incentives may be used to fund a proposed project, but they cannot be used as evidence of a documented match per 2 CFR Part 200.406.
 - d. Applicants who satisfy the “Disadvantaged” School scoring criteria as outlined Section III, Part B must match 20% of the value of their award. Applicants who do not satisfy the “Disadvantaged” School scoring criteria must match 30% of the value of their award.
8. The applicant does not utilize SEED Grant Program funding to duplicate or supplant funding from an existing private or public funding source;
 9. The applicant’s school building is wholly owned by the applicant;
 10. The applicant has the ability to manage Federal funds and meet reporting requirements; and
 11. The total project cost including matched amount must be necessary and reasonable for the proper and efficient accomplishment of the project.

SEED Grant Program applicants and grantees from prior SEED Grant Program award periods are eligible to reapply.

Upon award, the applicant should be prepared to sign certain assurances and exhibits including: Drug Free Workplace; Lobbying; Americans with Disabilities Act (ADA) compliance; Environmental Tobacco Smoke; Federal Funding and Accountability Act (FFATA) compliance; Build America, Buy America (BABA) compliance; and National Environmental Policy Act (NEPA) compliance.

C. Application Submission Requirements

In order to apply to the SEED Grant Program, applicants must complete and submit the following:

1. A completed SEED Grant Program application. The application can be found on the webpage at <https://www.energy.nh.gov/rules-and-regulatory/requests-proposals>. Applicants are required to complete the SEED Grant Program application in its entirety. Failure to answer all questions on the application,

unless otherwise noted, will be considered an incomplete application and will not be eligible for SEED Grant Program funding.

2. A copy of the applicant's most recent financial audit. This audit must be performed by an independent third-party.
3. A copy of the applicant's active registration in the [Federal System for Award Management \(SAM\)](#). Applicants must print out a copy of their SAM registration from the SAM website and include it with their application package.
4. A resume and relevant project history of the applicant's qualified project manager. More information can be found in Section III, B. under Qualified Project Manager.
5. A project budget summary. Summary could include an itemized breakdown of all tasks to complete the project, as outlined in the contractor's bid or quote. More information can be found in Section III, B. under Project Budget Summary.
6. Letters of community support. More information can be found in Section III, B under Letters of Community Support.
7. Any other supporting documents relevant to an applicant's proposed project.

III. EVALUATION PROCEDURES AND SELECTION CRITERIA

A. Application Evaluation Procedure

Applications will be reviewed and evaluated in a two-step review process, followed by a contracting phase. The evaluation will be based solely on the application. Therefore, insufficient or unclear information may result in a low score.

The procedure for application evaluation and school selection will be as follows:

Step 1 – Application Screening: The NHDOE shall assess compliance with the submission requirements set forth in this RFP. The SEED Grant Program Application must be filled out completely unless otherwise noted. Incomplete SEED Grant Program applications will not be reviewed. The NHDOE may waive or offer a limited opportunity to cure immaterial deviations from RFP requirements.

Step 2 – Evaluation: An Evaluation Team consisting of New Hampshire State agency personnel and possibly other outside parties will review the applications and information submitted by each applicant based upon the criteria established in this RFP.

If numerous acceptable and potentially acceptable applications have been submitted, the Evaluation Team will rank the applications and create a "ranked list" based on the Scoring Criteria and Weight.

If determined to be appropriate by the Evaluation Team, applicants may be invited to interviews. The Evaluation Team retains the sole discretion to determine whether to conduct interviews, with which applicants, and the number of interviews. Applicants are advised that interviews may be conducted with fewer than all applicants. Interviews may be conducted in person or via remote access.

The purpose of the interviews is to clarify and expound upon information provided in an applicant's application. Applicants are prohibited from altering the basic substance of their application or submitting new information during the interviews. Information gained from interviews will be used to refine scores assigned during the evaluation process.

Step 3 – Contract Negotiation and Execution: A letter of intent will be sent to the selected schools' authorized submitter. The NHDOE shall negotiate, if necessary, and develop grant agreements and related contract documents with selected applicants.

Step 4 – Contract Approval: The NHDOE shall submit completed grant agreements to the Governor and Executive Council for approval. After Governor and Executive Council approval, work can begin on the proposed project.

Notwithstanding any other provision of this RFP, this RFP does not commit the NHDOE to make an award. The NHDOE reserves the right, at its sole discretion, to reject any or all applications, or any portions thereof, for any reason, at any time, including, but not limited to, canceling the RFP, and to solicit new applications under a new application process. If, for any reason, negotiations with the top scorer(s) do not result in a contact(s), despite reasonable efforts made in good faith, the NHDOE may go to the next highest scorer(s) and seek to negotiate with that applicant(s).

B. Scoring Criteria and Weight

The NHDOE will consider the following criteria and assign a corresponding point score. A maximum score for all criteria would be 100 points:

Quality and Clarity of Application: The submitted application is concise, well-organized, and easy to understand. Applications that are holistically unclear, disorganized, or have contradictory information may result in a low score.
(Maximum Point Score: 10)

Confidence in Applicant's Ability to Meet General Requirements and Conditions: The applicant includes, as a separate attachment to their application, a copy of their recent financial audit performed by an independent third-party. The audit demonstrates the applicant's ability to handle local, state, and federal funding. The applicant also satisfies public disclosure requirements and compliance with reserved NHDOE/USDOE rights, etc. Negative financial audit findings or insufficient information that leads NHDOE to question the applicant's ability to meet the SEED Grant Program's general requirements and conditions may result in a low score.
(Maximum Point Score: 15)

Project Budget Summary: The applicant provides, as a separate attachment to their application, a project budget summary that shows fiscal responsibility and understanding of available project funds, proof of match, an expectation of financial audits, and other

scrutiny. The project budget summary will include any anticipated personnel costs, contractual costs, supply/equipment costs, and other relevant costs for the proposed project. The project budget also identifies the source and dollar amount of any leveraged funds for the project, as well as a description of the source and dollar amount that the application will match for its SEED Grant. Failure to provide a detailed project budget summary or providing inconsistent or unclear information may result in a low score.
(Maximum Point Score: 20)

Ability to Disperse Funds Expeditiously: The applicant provides a project timeline that is detailed, includes project milestones, and demonstrates that the proposed project can be completed by June 30, 2024. Contracts to be awarded funding must be approved by Governor and Executive Council, a process that takes approximately four weeks. Applications that do not include a project timeline, or a project timeline with minimal information to ascertain whether the project will be completed by June 30, 2024, may result in a low score.
(Maximum Point Score: 15)

Qualified Project Manager: The applicant intends to work with a qualified project manager to complete their proposed project. The applicant includes, as a separate attachment to their application, a summary of their project manager that includes the following criteria listed below:

- A summary of the qualifications, experience, and roles of the project manager and their team, if applicable.
- Provide resumes for key personnel. List education, professional affiliations, and years of experience, specifically including experience in energy efficiency projects.
- Summaries of similar energy efficiency projects undertaken in public schools or commercial buildings, including date of project installation, summary of project, current status of project, client name, and name and phone number of contact for reference.
- A list of two references, who are familiar with the project manager's work and experience, and their contact information.

Failure to provide sufficient information for a project manager or a project manager's lack of relevant work experience in energy efficiency projects may result in a low score.
(Maximum Point Score: 10)

Proposed Energy Savings: The application proposes a project that will result in energy savings and operational cost savings. The application includes an explanation of the anticipated annual energy savings from the proposed project, either in dollar, electricity, or fuel (natural gas, propane, heating oil, etc.) savings, and an explanation as to how the anticipated annual energy savings was arrived at. The application also details how the proposed energy savings will advance other objectives or be redirected toward other initiatives. Applications that include insufficient or minimal information on anticipated energy savings or that lack information on how energy savings will be used may result in a low score.
(Maximum Point Score: 15)

Justice40 Initiative: The applicant proposes a project that will benefit a “disadvantaged” public school or chartered public school. An applicant shall be considered “disadvantaged” if it satisfies at least one of the criteria listed below. Applicants that do not meet any of the criteria listed below are not considered “disadvantaged.”

1. The public school or chartered public school has 24% or more of their total 2022-2023 student population eligible for free/reduced lunch based on [the New Hampshire Department of Education’s Free/Reduced School Lunch Eligibility for 2022-2023](#); or
2. The public school or chartered public school is located within a New Hampshire census tract that is labeled “disadvantaged” based on the USDOE’s [Energy Justice Mapping Tool](#).

Applicants considered “disadvantaged” must match 20% of their SEED Grant award and shall receive full points in this category. Applicants that do not meet any of the criteria listed above must match 30% of their SEED Grant award and shall not receive any points in this category. No partial points will be awarded in this category.

(Maximum Point Score: 10)

Letters of Community Support: The application includes letters of support for the applicant’s proposed project from the local selectboard, school board, and a state elected official(s) (State Representative(s) and/or State Senator). Both the local selectboard and school board letters must be signed by a majority of all board members. Letters solely signed by the board chair or a single member will not be awarded points. Applicants can find their state representatives or state senator at the NH General Court website here: <https://www.gencourt.state.nh.us/house/members/>.

Letters from all three parties will result in full points. Letters from two parties will result in three points. A letter from one party will result in one point.

(Maximum Point Score: 5)

IV. GENERAL CONDITIONS

- A. Public Disclosure:** Pursuant to RSA 21-G:37, all responses to this RFP shall be considered confidential until the award of the contract. At the time of receipt of applications, the NHDOE will post the number of responses received with no further information. No later than five business days prior to submission of a contract to the New Hampshire Department of Administrative Services pursuant to this RFP, the NHDOE will post the name of each applicant, and rank or score of each application eligible to be scored. In the event that the contract does not require Governor and Executive Council approval, at least five business days before final approval of the contract, the NHDOE shall disclose the name of each applicant and rank or score of each application eligible to be scored. All such postings may be viewed on the NHDOE’s website at: <https://www.energy.nh.gov/rules-and-regulatory/requests-proposals>.

By submitting an application, the applicant acknowledges that the NHDOE is subject to the Right-to-Know Law, RSA Chapter 91-A. The content of each applicant's application shall become public information upon the award of any resulting contract. Copywritten materials submitted along with an application are subject to Chapter 91-A and will be made available to the public unless it appears that the applicant has violated the original copyright. **If an applicant copyrights its application materials, then by submitting the copywritten application, the applicant waives any copyright protections as to the state, its employees, and agents, and agrees that the state may copy and distribute the application for purposes such as, but not limited to, scoring, contracting, and responding to public information requests.** Any information submitted as part of a response to this RFP may be subject to public disclosure unless otherwise exempt. *See* RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP may be made accessible to the public online through the website Transparent NH: (<https://www.nh.gov/transparentnh/>). However, business financial information, confidential information, such as personally identifiable information, including, but not limited to, social security numbers, taxpayer identification numbers, employer identification numbers, and account numbers, proprietary information such as trade secrets, financial models and forecasts, and proprietary formulas, may be exempt from public disclosure under RSA 91-A:5, IV.

If any part of its application packet contains information that an applicant asserts is exempt from public disclosure, **the applicant must specifically identify all relevant text in a letter to the NHDOE and must mark or stamp each page of the materials claimed to be exempt from disclosure as “confidential,”** and provide support for such assertion(s) as part of applicant's response to this RFP. The applicant shall explain, in writing, what measures it has taken to keep such information confidential, and the personal privacy or competitive business interests that would be harmed if such information were to be publicly disclosed. The explanation shall also identify by page number and application section number the specific information the applicant claims to be exempt from public disclosure pursuant to RSA 91-A:5. It is helpful if the text claimed to be confidential is also highlighted, underlined, or otherwise identified in the actual application packet itself. Marking the entire application packet or entire sections of the application (e.g., costs) as “confidential” will neither be accepted nor honored.

The NHDOE shall maintain the confidentiality of information contained in applications, insofar as doing so is consistent with RSA 91-A. Any information an applicant identifies as exempt from disclosure shall be kept confidential until the NHDOE has determined, as necessary, whether such information is exempt from public disclosure pursuant to RSA 91-A.

In the event that the NHDOE receives a request to view portions of an application that the applicant has properly and clearly marked “confidential,” the NHDOE

shall notify the applicant and specify the date that the NHDOE intends to release the requested information, redacting any information the NHDOE independently concludes is exempt, consistent with applicable laws and regulations. Any effort to prohibit or enjoin the release of the information the NHDOE identifies for release shall be the applicant's responsibility at the applicant's sole expense. If the applicant fails to obtain a court order enjoining the disclosure, the NHDOE may release the information on the date the NHDOE specified in its notice to the applicant(s), or in its notice to any other relevant parties, without any liability to the applicant(s).

- B. Reservation of Rights:** The NHDOE reserves the right to: reject any or all applications, or any part thereof; to determine what constitutes a conforming application, to waive irregularities that it considers non-material to the application; to make funding decisions, including partial awards, solely as it deems to be in the best interests of the State; and to negotiate with any party in any manner deemed necessary to best serve the interests of the State. This RFP and all information relating to this RFP (including, but not limited to, fees, contracts, agreements, and prices), are subject to the laws of the State of New Hampshire regarding public information and state procurement of goods and services.
- C. Application Costs:** By submitting an application, an applicant agrees that in no event shall the NHDOE be either responsible for or held liable for any costs incurred by the applicant in preparation of or in connection with the application, or for work performed prior to the effective date of a resulting grant agreement.
- D. Amendment, Extension, or Cancellation of RFP:** The NHDOE reserves the right to amend, extend or cancel this RFP at any time at its sole discretion. Any changes to this RFP will be made in writing and made available to the public on NHDOE's website. No oral modifications will be binding. Applicants should check the NHDOE website at [Requests for Proposals | NH Department of Energy](#) for any addenda to this RFP before submitting their applications, and for answers to questions other applicants may have submitted, if any.
- E. Challenges on Form or Process of the RFP:** Any challenge regarding the validity or legality of the form and procedures of this RFP, including, but not limited to, the evaluation and scoring of applications, shall be brought to the attention of the NHDOE at least 10 business days prior to the deadline for submission of applications, by sending written notice to the RFP Point of Contact, Susan Gagne, Program Specialist III. By submitting an application, the applicant is deemed to have waived any challenges to the NHDOE's authority to conduct this award and the form and procedures of this RFP.
- F. Nature of RFP:** This RFP is not an offer. Neither the NHDOE nor this RFP shall create any commitment on the part of the State or confer any rights on the part of the applicant unless and until a written grant award agreement is executed

between the NHDOE and the applicant and is approved by the Governor and Executive Council. No award executed as a result of this RFP will be considered legally binding until duly authorized and approved by the Governor and Executive Council of the State of New Hampshire.

- G. Requests for Additional Information:** The NHDOE reserves the right to request additional information from any or all parties submitting applications to assist in the evaluation process.
- H. Equal Employment Opportunity and Non-Discrimination:** All parties submitting applications shall be Equal Opportunity Employers. Funding recipients will be expected to comply with all federal, state, and local laws respecting non-discrimination in employment.
- I. Reimbursement of Project Costs:** Payment to grantees under this program is on a cost-reimbursable basis, unless otherwise approved. Disbursement shall be made in accordance with the procedures established by the State and 2 CFR 200.305(b) on an advance basis, limited to minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the applicant in carrying out the purpose of the program. Costs incurred prior to final grant agreement approval by the Governor and Executive Council are not eligible for reimbursement. Reimbursement may be contingent on the occurrence of specified milestone events and the satisfaction of other conditions as set forth in the approved grant agreement. In accordance with the terms of the grant agreement, a grantee is required to submit requests for reimbursement together with supporting documentation of the paid expenditures. The NHDOE will withhold 10% of the grant award until final completion and submission of a final inspection report from the technical monitor.
- J. Technical Monitor:** The NHDOE shall retain the services of a technical monitor to oversee project progress for the duration of the proposed project using funding separate from the applicant's award from the SEED Grant Program. Upon acceptance of award, the selected applicant is consenting to the use of a technical monitor for the duration of the proposed project. Reasonable access must be provided to the technical monitor to all administrators, vendors, facilities, work sites, employees and subcontractors of the applicant, financial or other records, and assistance to ensure the safety and convenience for the performance of site visits and project evaluations.
- K. Reporting, Notification, and Inspection:** The NHDOE and the USDOE reserve the right to conduct the following: inspect and monitor financial and payroll records and transactions; inspect project/program sites and interview workers; approve RFPs for sub-recipients and provide input on programs; issue periodic notices, memos, and updated reporting forms and information; request notification about media inquiries, responses, and copies of published clippings;

participate in meetings and publicize progress of the SEED Grant Program; pull back SEED Grant Program fundings, if appropriate.

- L. Funding Availability:** The NHDOE has allocated no more than \$120,000 for this contract. All contracted activities resulting from this RFP are subject to the availability of federal funds. No General Funds will be requested to support this contract.
- M. Application and Grant Agreement Modifications:** Once a grant agreement becomes effective, any subsequent material changes or modifications to the project or agreement terms, including, but not limited to, changes in project site plan, design, equipment, or other major components, overall project budget, key project personnel, project funding or financing model, project administration, management, or communications, or proposed technical details, must be submitted for review and evaluation by the NHDOE. Amendments to the grant agreement are subject to approval by the NHDOE and the Governor and Executive Council.
- N. Grant Agreement General Provisions:** The terms and conditions set forth in the State’s “General Provisions” for grant agreements, attached hereto as Attachment B, will apply to the grant award and funding agreement that the NHDOE will enter into with grantees. In addition, each agreement will be supplemented by several exhibits: Exhibit A will include any special provisions, including any additions to or modifications of the General Provisions; Exhibit B will set forth the scope of services and reporting requirements in detail; and Exhibit C will set forth the amount of the grant, any required milestones, preconditions to reimbursement, the amount of grant holdback or retainage, and the documentation requirements for, and conditions of, grant payments. In addition, a number of exhibits shall consist of federally required certifications by grantees of federal funds.
- O. Vendor Registration Requirements:** Recipients of funds will be required to register as a vendor with the State of New Hampshire.
- P. Property of the State:** All materials and data submitted or received in response to this RFP will become the property of the State and will not be returned to the applicant. Upon grant award and agreement, the State reserves the right to use any information presented in any proposal, provided that its use does not violate any copyrights, or other provisions of law, including RSA 91-A.
- Q. Project Review by State Fire Marshal’s Office:** Per administrative rule [Ed 321.13](#), all construction of school facilities shall meet the requirements of the state fire code under SAF-C 6000 as adopted by the Commissioner of the Department of Safety under RSA 153 and as amended pursuant to RSA 153:5, I by the state fire marshal with the board of fire control. The drawings and specifications of public school construction shall be evaluated by the state fire marshal according

to the state fire code. Pursuant to RSA 153, the state fire marshal shall judge the drawings and specifications according to other related parts and standards of the Life Safety Code under NFPA Doc. No. 101, and the state building code under RSA 155-A.

Any applicant selected to receive a SEED award shall be required to have a review of their proposed project completed by the State Fire Marshal's Office and shall provide evidence of approval by the State Fire Marshal's Office before the NHDOE enters a contract with any SEED Grant Program grantee.

Any SEED Grant Program grantee must submit an application to the State Fire Marshal's Office using the following link: [State of New Hampshire Division of Fire Safety | Public Portal \(mygov.us\)](https://mygov.us). Grantees will need to create an account for log in, choose "New Permit," scroll down to the Plan Review Request category, and choose "Plan Review Request – Educational Facility." Grantees must be prepared to upload electronic plans upon submittal of the request. The State Fire Marshal's Office has 30 days to respond to the initial request.

SEED Grant Program grantees should contact the State Fire Marshal's Office using the following e-mail address (dos.fmo.inspec@dos.nh.gov) only if a funding award is given. This should be done to ensure that the State Fire Marshal's Office is aware of the incoming application request and so they may answer any questions that the grantee has on the application process.

V. BUILD AMERICA, BUY AMERICA

Pursuant to the provisions of the Build America, Buy America Act (Buy America) Pub. L. No. 117-58, §§ 70901-52 under the Infrastructure Investment and Jobs Act (IIJA), Pub. L. No. 117-58, federally assisted projects that involve infrastructure work undertaken by applicable recipient types, require that 1) all iron, steel, and manufactured products used in the infrastructure work are produced in the United States, and 2) all construction materials used in the infrastructure work are manufactured in the United States. For this RFP specifically, all projects are considered "infrastructure" and are subject to the Build America, Buy America provision of the Infrastructure Investment and Jobs Act. More information regarding this requirement can be found below.

A. Definitions

For purposes of the Buy America Requirement, the following definitions apply:

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

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

infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

Domestic Content Procurement Preference Requirement means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless

- (A) all iron and steel used in the project are produced in the United States;
- (B) the manufactured products used in the project are produced in the United States; or
- (C) the construction materials used in the project are produced in the United States.

Also referred to as the **Buy America Requirement**.

Grantee means the eligible recipient awarded SEED Grant Program funding.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy – including electric vehicle (EV) charging.

The term “infrastructure” should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials’ aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

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

Public – The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered “public” if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be “utilized primarily for a public purpose” if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement for Infrastructure Projects (Buy America Requirement)

None of the award funds (includes federal share and Recipient cost share) may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project is produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only apply to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does the Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

The Buy America Requirement does not statutorily apply to grantees that are For-Profit Entities. However, the Buy America Requirement is applicable to a For-Profit Entity if: (1) it is a sub-recipient or sub-grantee under an award that contains the Buy America Requirement term and condition, or (2) it is the grantee that voluntarily chooses to use domestically sourced iron, steel, manufactured products, and constructions materials by stating so in its proposed application containing an infrastructure project. If the For-Profit Entity specifically states that it will comply with the Buy America Requirements in its application and it is selected for award, its award will contain a Buy America Requirement for Infrastructure Projects term and condition.

The grantee is responsible for flowing the Buy America Requirement down to all sub-awards, all contracts, subcontracts, and purchase orders for work performed under the proposed infrastructure project, including to For-Profit Entities when the For-Profit Entity is a sub-recipient or sub-grantee. Grantees must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids

for domestic products used in the infrastructure project under this award. Grantees must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all sub-grantees, contractors and vendors to the NHDOE and grantees. The NHDOE and the grantee must keep these certifications with the award/project files and be able to produce them upon request from the USDOE, auditors or Office of Inspector General.

C. Waivers

When necessary, a grantee may apply for, and the USDOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be made in writing to the NHDOE for submission to the USDOE. Waiver requests are subject to review by the USDOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days. Waiver requests may take up to 90-120 calendar days to process.

Waivers must be based on one of the following justifications:

- (1) applying the Buy America requirements would be inconsistent with the public interest (Public Interest);
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (Non-Availability); or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (Unreasonable Cost).

The USDOE will only process waiver requests after an award has been made and for which the requests have been submitted in accordance with the terms and conditions of the award. Waiver requests must be reviewed by NHDOE before submission to the USDOE. Waiver requests will be reviewed by the USDOE and the Office of Management and Budget's Made in America Office and are subject to a public comment period of no less than 15 calendar days.

The USDOE or Office of Management and Budget may request additional information for consideration of the waiver. The USDOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from the Office of Management and Budget or the public. The USDOE's final determination regarding approval or rejection of the waiver request may not be appealed by the NHDOE or the grantee.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Grantee name and Unique Entity Identifier (UEI);

- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and grantee cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and grantee cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the grantee seeks to waive from the Buy America Requirement, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential to the project;
- A certification that the grantee made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above – as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the grantee to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The following principles should be incorporated as minimum requirements in any waiver request:

- **Time-limited:** Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the grantee should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).
- **Targeted:** Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.
- **Conditional:** The grantee may request a waiver with specific conditions that support the policies of IJJA/BABA and Executive Order 14017.

More information on Build America, Buy America can be found here:
<https://www.energy.gov/management/build-america-buy-america>

VI. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

SEED Grant Program grantees agree to comply with the provisions of the National Environmental Policy Act (NEPA) 42 U.S.C. § 4321 et seq., rules promulgated thereunder (40 CFR Parts 1500-1508), guidance documents issued by the Office of Management and Budget or the US Department of Energy (USDOE), New Hampshire's DOE executed Historic Preservation Programmatic Agreement, and USDOE Office of Energy Efficiency and Renewable Energy (EERE) NEPA Determination GFO-SEP-ALRD-2023A (NEPA Determination). The NEPA Determination only applies to activities funded by the SEP-ALRD-2023A, Administrative and Legal Requirements Document.

NHDOE's decision whether and how to distribute SEED Grant Program funding is subject to NEPA. NEPA requires federal agencies and recipients of federal funding to integrate environmental values into their decision-making processes by considering the potential environmental impacts of their proposed actions. For additional background on NEPA, please see the USDOE's NEPA website at: <https://www.energy.gov/nepa>

The Grantee agrees that it will only fund activities that are listed within the "Bounded Categories" pursuant to the NEPA Determination, which include:

1. Administrative activities associated with management of the designated State Energy Office and management of programs and strategies to encourage energy efficiency and renewable energy, including meetings, travel, and energy audits.
2. Development and implementation of programs, plans, and strategies to encourage energy efficiency and renewable energy such as policy development and stakeholder engagement.
3. Development and implementation of classroom or online training programs.
4. Development and implementation of building codes including inspection services, and associated activities to support code compliance and promote building energy efficiency.
5. Implementation of financial incentive programs including rebates and energy savings performance contracts for existing facilities; grants and loans to support energy efficiency, renewable energy and energy/water saving projects. All project activities funded under a financial incentive program must be listed within the Bounded Categories this NEPA Determination.
6. Funding commercially available energy or energy/water efficiency or renewable energy upgrades, provided that projects adhere to the requirements of the respective state's USDOE executed [State Historic Preservation Programmatic](#)

[Agreement](#), and are installed in existing buildings or within the boundaries of a facility (defined as an already disturbed area due to regular ground maintenance), do not require structural reinforcement, no trees are removed, are appropriately sized, and are limited to:

- a. Installation of insulation.
 - b. Installation of energy efficient lighting including light poles (may also be installed within a utility easement if no trees are removed).
 - c. HVAC upgrades (to existing systems).
 - d. Weather sealing.
 - e. Purchase and installation of energy efficient or energy/water efficient home appliances and equipment (including, but not limited to, energy or water monitoring and control systems, thermostats, furnaces, and air conditioners).
 - f. Retrofit of energy efficient pumps and motors, for such uses as (but not limited to) wastewater treatment plants, where it would not alter the capacity, use, mission, or operation of an existing facility.
 - g. Retrofit and replacement of windows and doors.
 - h. Installation of Combined Heat and Power System – systems sized appropriately for the buildings in which they are located, not to exceed peak electrical production at 300 kW. to exceed peak electrical production at 300kW.
 - i. Battery Energy Storage System – not to exceed 1,000 kWh capacity.
7. Development, implementation, and installation of onsite renewable energy technology, provided that activities adhere to the requirements of the respective state’s USDOE executed [State Historic Preservation Programmatic Agreement](#), are installed in or on an existing structure or within the boundaries of a facility (defined as an already disturbed area due to regular ground maintenance), do not require structural reinforcement, no trees are removed, are appropriately sized, and are limited to:
- a. Solar Electricity/Photovoltaic – appropriately sized system or unit not to exceed 60 kW.
 - b. Wind Turbine – 20 kW or smaller.
 - c. Solar Thermal (including solar thermal hot water) – system must be 200,000 BTU per hour or smaller.
 - d. Ground source heat pump – 5.5 tons of capacity or smaller, horizontal/vertical, ground, closed-loop system.
 - e. Biomass Thermal – 3 MMBTUs per hour or smaller system with appropriate Best Available Control Technologies (BCAT) installed or operated.
8. Installation of fueling pumps and systems for fuels such as compressed natural gas, hydrogen, ethanol, and other commercially available biofuel, (but not storage tanks) installed on the site of a current fueling station.
9. Purchase of alternative fuel vehicles.

10. Installation of electric vehicle supply equipment (EVSE), including testing measures to assess the safety and functionality of the EVSE, restricted to existing footprints and levels of previous ground disturbance, within an existing parking facility defined as any building, structure, land, right-of-way, facility, or area used for parking of motor vehicles. All activities must use reversible, non-permanent techniques for installation, where appropriate, use the lowest profile EVSE reasonably available that provides the necessary charging capacity; place the EVSE in a minimally visibly intrusive area; use colors complementary to surrounding environment, where possible, and are limited to current electricity capacity. This applies to Level 1, Level 2, Level 3 (also known as Direct Current (DC) Fast Charging) EVSE. Installation of EVSE on Tribal Lands, or installations of EVSE that may affect historic properties located on Tribal Lands, is excluded from this Bounded Category, without first contacting the USDOE who will coordinate with NEPA Specialists.

Grantees shall adhere to the terms and restrictions of New Hampshire's [State Historic Preservation Programmatic Agreement](#) with the USDOE.

Activities/projects not listed under “Bounded Categories” include ground disturbing activities outside the boundaries of a facility (defined as an already disturbed area due to regular ground maintenance), structural improvements to facilities, and tree removal, are subject to additional NEPA review and approval by USDOE. If the Grantee wants to fund activities that are not listed under “Bounded Categories,” then the Grantee agrees to notify NHDOE and seek NEPA review through NHDOE. Activities requiring NEPA review are not authorized for Federal funding and the Grantee may not undertake or fund those activities unless and until the USDOE, through NHDOE, provides written authorization for those activities.

The Grantee is responsible for identifying and promptly notifying NHDOE of extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with the “integral elements” (as contained in [10 CFR Part 1021, Appendix B](#)) as they relate to a particular project; and activities restricted elsewhere in Award No. DE-EE0010041.

NHDOE shall document conformance with the Bounded Categories listed above before commencement of any project.

The Grantee agrees to complete the online USDOE training on NEPA and Historic Preservation at www.energy.gov/node/4816816.

While NEPA compliance is a federal agency responsibility and the ultimate decisions remain with the federal agency, the NHDOE and all grantees will be required to assist in the timely and effective completion of the NEPA process in the manner most pertinent to their proposed project. If the USDOE determines certain records must be prepared to complete the NEPA review process (e.g., biological evaluations or environmental assessments), the grantee may be required to prepare the records at cost for the NEPA review process. In no event shall the NHDOE be

either responsible for or held liable for any costs incurred by the applicant in preparation of or in connection with the NEPA review process. Any costs incurred by the grantee to undertake the NEPA review process will not be covered by the NHDOE, nor is it an allowable expense of SEED Grant Program award dollars.

VII. GRANT AGREEMENT AND CERTIFICATES

A successful applicant will be expected to enter into a grant agreement with the State of New Hampshire. A copy of the General Provisions of the grant agreement to be signed by the parties is included as Attachment B to this RFP. In addition, project-specific terms and conditions will be negotiated with the applicant and included as exhibits in the grant agreement, and several exhibits shall consist of federally required certifications by grantees of federal funds.

Applicants will be required to sign this form ONLY upon the NHDOE approval of the application for SEED grant funding. This form will be completed by the NHDOE.

Successful applicants will also be required to provide the following certificates prior to entering into a grant agreement with the NHDOE:

Certificate of Vote /Authority (“CVA”)	Individuals contracting in their own names do not need a CVA. Business entities and trade names need a CVA.
Certificate of Insurance	Certificate of Insurance form attached with insurance coverage required under the grant agreement. Modifications of insurance coverage required will be specified in Exhibit A to the agreement. The Department of Energy must be listed as the Certificate Holder.
Workers’ Compensation	Grantee must demonstrate compliance with or exemption from RSA 281-A (and, if applicable, RSA 228:4-b and RSA 21-I:80, and any other applicable laws or rules).
Proof of active SAM registration	Applicant must provide proof of active SAM registration and a valid UEI number. Applicant must not be debarred from working on projects with Federal funds.
State Fire Marshal’s Office review and approval	Grantee must provide written documentation demonstrating that the State Fire Marshal’s Office has reviewed and approved the grantee’s proposed project to ensure the project is in accordance with the state fire code.

Applicants will be required to provide these certificates ONLY upon selection of the application to receive SEED grant funding by the NHDOE.

VIII. ETHICAL REQUIREMENTS

From the time this RFP is published until a grant is awarded, no applicant shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded a grant pursuant to a RFP, or contract pursuant to a similar submission. Any applicant that violates RSA 21-G:38

shall be subject to prosecution for an offense under RSA 640:2. Any applicant, or member of an applicant's board or senior management, who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from applying for the RFP, or similar requests for submission, and every such applicant shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. An applicant that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the State's internal intranet system, except that, in the case of annulment, the information shall be deleted from the list.

Attachment A. SEED Grant Program Application

The required SEED Grant Program application is posted on the NHDOE's website at:
<https://www.energy.nh.gov/rules-and-regulatory/requests-proposals>.

Attachment B. G-1 Agreement

A copy of the State of New Hampshire's G-1 Agreement form to be executed by the parties can be found below. **Applicants will be required to sign this form ONLY if and when its application is selected by the NHDOE to receive SEED Grant Program funding.**

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
 Mutually agree as follows:
 GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name		1.2. State Agency Address	
1.3. Grantee Name		1.4. Grantee Address	
1.5 Grantee Phone #	1.6. Account Number	1.7. Completion Date	1.8. Grant Limitation \$
1.9. Grant Officer for State Agency		1.10. State Agency Telephone Number	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1		1.12. Name & Title of Grantee Signor 1	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s)		1.14. Name & Title of State Agency Signor(s)	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By:		Assistant Attorney General, On: / /	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2 Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1 The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3 In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4 The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5 Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1 Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2 Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.
8. PERSONNEL.
- 8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3 The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 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, paper, and documents, all whether finished or unfinished.
- 9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4 On and after the Effective Date 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, whichever shall first occur.
- 9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee 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 Grantee notice of termination; and
 - 11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4 Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or

- of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.
17. INSURANCE.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.
19. 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 first above given.
20. 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 Council of the State of New Hampshire, if required or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
22. 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.
23. 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.
24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.