

State of New Hampshire Department of Energy



Renewable Energy Fund

**Grants for Renewable Energy Generation Projects in the
Nonresidential Sector**

REQUEST FOR PROPOSALS (RFP)

RFP #2024-013

Release Date: October 4, 2024

Proposals Due: November 14, 2024, 12:00 p.m. (Noon) EST

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Executive Summary

Pursuant to RSA 362-F:10 X, the New Hampshire Department of Energy (Department) is requesting proposals to increase the supply of Renewable Energy Certificates (RECs) from thermal renewable energy or certain other non-photovoltaic electric renewable energy projects located in New Hampshire. Specifically, projects that will be eligible to generate Class I, Class I Thermal, or Class IV Renewable Energy Certificates are eligible to apply. Solar photovoltaic projects, and projects or portions of projects that are eligible to apply for a rebate under the Department's Commercial & Industrial (C&I) bulk fuel-fed wood pellet central heating system rebate program¹ are not eligible for funding under this solicitation.

Total funding available under this RFP will be \$2,000,000. The minimum grant request amount is \$150,000. The maximum grant request amount is \$400,000.

Electronic proposals must be received at the Department no later than 12:00 p.m. (Noon) on November 14, 2024. If the Department decides to award a contract as a result of this RFP process, any award is contingent upon approval of the contract by the Department and the New Hampshire Governor and Executive Council (Governor and Executive Council).

Pertinent Dates and Information

1. Schedule of Events

Event	Date/Deadline	Time
RFP Issued	10/04/24	
Question Period Closes	10/18//24	4:30 PM
Responses to Questions Posted	10/29/24	12:00 PM (Noon)
Proposal Due Date and Time	11/14/24	12:00 PM (Noon)
Anticipated Contract Start Date	06/01/25	

2. 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
RFP@Energy.NH.Gov

Inquiries must be received no later than the Close of Question Period as specified in the Schedule of Events. The subject of the email should state the following: **RFP #2024-013, REF Nonresidential Grant Program. No phone calls please.** It is highly recommended that prospective proposers review the RFP as soon as possible and submit any questions promptly. Please note that responses to questions are carefully considered and responses may require several days. Responses will be posted by the above-

¹ Information available at [Renewable Energy Rebates | NH Department of Energy](#).

described deadline at: <https://www.energy.nh.gov/rules-and-regulatory/requests-proposals>.

3. Proposal Submission Instructions

Proposals submitted in response to this RFP **must be received** at the Department no later than the time and date specified in the Schedule of Events, herein. Late submissions will not be accepted. Delivery of the proposals shall be the proposer's responsibility. The Department accepts no responsibility for damaged, mislabeled, or undeliverable proposals.

Proposals must be typed. The strongly preferred format includes 12-point font size with 1-inch page margins on an 8½ by 11 inch page. Page numbers should be included.

Paper copies are not required and will not be accepted.

3.1 Electronic Proposals

Electronic proposals must be in PDF format and must be searchable. Proposals must be submitted electronically to: RFP@Energy.NH.Gov. Proposals must be submitted in PDF format as a file attachment to an email and must be searchable. In no event should a proposal be provided through a link embedded in the submitted email. The file will be considered received when it is successfully submitted to the mailbox associated with the email address above, and the time of the submittal will be based on the timestamp in the receiver's email. The Department can accept electronic files no larger than 25 MB. Proposals may consist of multiple PDF attachments or one PDF with all attachments combined.

The subject of the email should state the following: **RFP #2024-013 REF Nonresidential Grant Program**.

The Department shall assess completeness and responsiveness of the proposal to eliminate nonconforming proposals. The Department 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 not fewer than 150 days following the deadline for submission of proposals, or until the effective date of any resulting contract, whichever is later.

4. Restriction on 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 is forbidden, unless first approved by the Point of Contact. Department employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential grantee during the selection process, unless

otherwise authorized by the RFP Point of Contact or as otherwise outlined in Section III below. Communications with state personnel not bearing on this RFP are permitted.

I. OVERVIEW

A. Background and Purpose

With the enactment of House Bill 2, effective on July 1, 2021, the New Hampshire Department of Energy, an executive branch agency, became responsible for administration of the state's Renewable Portfolio Standard (RPS) program pursuant to RSA 362-F, and for management of the state's Renewable Energy Fund (REF) pursuant to RSA 362-F:10. The purpose of the Renewable Energy Fund is to support thermal and electric renewable energy initiatives in New Hampshire. Administrative rules, specifically N.H. Admin. R., PART Puc 2508, also govern administration of the REF. Rules are posted at www.puc.nh.gov/Regulatory/Rules/Puc2500.pdf. The Department is authorized to administer and enforce those rules under RSA 12-P:14.

Enacted in 2007, the RPS law requires electricity suppliers to obtain a portion of their electricity from renewable energy sources. Renewable energy requirements are spread across four classes of renewable energy. Eligible technologies for the four classes are set forth in [RSA 362-F:4](#). Legislation enacted in 2012 added a Class I sub-class for useful thermal renewable energy. "Useful thermal energy" is defined in RSA 362-F:2, XV-a as follows:

"Useful thermal energy" means renewable energy delivered from class I sources that can be metered and is delivered in New Hampshire to an end user in the form of direct heat, steam, hot water or other thermal form that is used for heating, cooling, humidity control, process use or other valid thermal end use energy requirements and for which fuel or electricity would otherwise be consumed.

Eligible thermal technologies are limited to solar thermal, eligible biomass technologies, geothermal, and methane gas, as currently defined in RSA 362-F.

Any project that is eligible for funding under the Department's Commercial & Industrial (C&I) bulk fuel-fed wood pellet central heating rebate program funded by the Renewable Energy Fund is not eligible for funding under this solicitation. Solar photovoltaic generating systems are not eligible for funding under this solicitation. For more details on the existing rebate programs, visit the following web site: <https://www.energy.nh.gov/renewable-energy/renewable-energy-rebates>.

All grant awards are contingent upon final grant agreement approval by the Governor and Executive Council.

B. Definitions

As used in this RFP, the term “project” includes the equipment and facilities and the management and administration of financing, funding, operations, maintenance, and other related matters.

C. Basic Project Eligibility Requirements

To be eligible for funding, projects must meet the following minimum requirements:

1. Proposers must propose new investments in eligible renewable energy projects that will result in the production of electric or thermal RECs or both. Renewable energy, for the purposes of this solicitation, includes electricity generated from wind, ocean thermal, wave, current, tidal, hydrogen derived from biomass fuels, or methane gas, biomass, hydroelectric, and useful thermal energy produced from geothermal ground source heat pumps, biomass, methane gas, and solar thermal technologies. *See* RSA 362-F; N.H. Admin. R. Chapter Puc 2500.
2. Projects must utilize grant funds primarily for capital investments in new REC-eligible renewable energy facilities, upgrades to existing facilities to increase REC production, or upgrades to existing renewable energy facilities that will qualify them as eligible for RECs.
3. Projects must be in the nonresidential sector. Projects may be at commercial, industrial, public, non-profit, municipal, or school facilities. Projects may include multi-family buildings of four units or more; otherwise, residential projects are not eligible.
4. Projects must be proposed and reasonably expected to be completed within 24 months of Governor and Executive Council approval. Any extension due to unforeseen circumstances must be approved by the Department and the Governor and Executive Council.
5. Grantees must commit to seeking REC eligibility in New Hampshire for the project, including but not limited to submitting a complete application for REC eligibility to the Department.
6. Solar photovoltaic projects are **not eligible for funding** under this RFP.
7. Projects or portions of projects eligible for the existing C&I bulk fuel-fed wood pellet central heating system rebate program **are not eligible for funding** under this RFP.
8. Projects must be physically located in New Hampshire; any point of grid interconnection must also be in New Hampshire.

9. Reimbursement to grantees under this program is on a cost-reimbursable basis. 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, a grantee is required to submit requests for reimbursement together with the supporting documentation of the paid expenditures. The Department will withhold payment of 10 percent (10%) of the total of any grant award until final completion of the project.

II. PROPOSAL SUBMISSION REQUIREMENTS

The same entity can submit alternative proposals for the same site. In that instance, the proposer must **clearly** and separately provide information and calculations for each alternative proposal for any criteria in which the proposals would differ. For each unique, distinct project proposal for the same site, the proposer must submit a separate complete proposal for each project and each such project must meet all RFP requirements without reference to the other proposal(s).

The overall proposal emphasis should be on completeness and clarity of content. Proposals that are incomplete or unsigned will not be considered. Proposals shall include the following information, and respond to all areas listed below, in the order listed, concluding with a separate section on cost estimates for the base scope of work, and a separate description confirming the eligibility items in Section I above.

A. Letter of Transmittal

Include the name of the proposer, contact information for, and signature of, the individual authorized to bind the proposer, and identify the proposer's point of contact for the proposed project. (1 page)

B. Project Summary Sheet

Please use the form provided in Attachment A, "Project Summary Sheet."

C. Technical Project Proposal (no more than 5 pages, not counting site photos, maps, system schematic, or other technical material such as a relevant engineering or feasibility study, and letters of support).

1. Overview of project, project site (including site photos), technology employed, generating facility features (including a system schematic), and proposed operation date. Please attach a copy of any relevant engineering or feasibility study. For existing facilities, include the current operational capacity as of the date of submission, the planned project-related capacity changes, and relevant detailed capacity and production history including dates of operational capacity changes.

2. Description of the project site's resource availability (e.g., wind resource, hydraulic head and flowage rates, shading and orientation losses for solar thermal projects, biomass availability).
3. Project timeline, including start date, key milestones in project progress (e.g., design, permitting, construction, start-up, commissioning), and expected completion date, i.e. the date the project will be fully operational.
4. List of permits and approvals required and status of such permits and approvals, including any lease or site-control arrangements with property owners.
5. Project ownership structure, including names of all project owners and project site ownership and/or leasing structure.
6. Assignment and roles of individual key project personnel.
7. Estimate of work to be performed in-house and by contractors and sub-contractors with potential contractors and sub-contractors identified or a timeline and a description of the process to identify and engage them.
8. Description of operation and maintenance plan for the system once it has become operational, including estimated project lifespan.
9. For Town and City applicants only: Description of the Town/City approval process for this project including timelines and important dates.
10. Letters of support from the community or municipality, board of directors, customers, and other key entities. (Please provide as attachments.)

D. Renewable Energy Generation and Capacity (2 pages, not including modeling results)

1. Projected kilowatt (kW) hours (or Btus where applicable) to be generated (annual and lifetime), and the assumptions (e.g., capacity factor, hours of operation, etc.) used for the estimate. For existing facilities, include a generation estimate based on operational capacity as of the date of submission (annual and lifetime), estimated generation due specifically to project-related capacity and/or efficiency increases (annual and lifetime), and provide the sum total facility projected generation (annual and lifetime). If the project is expected to operate at a capacity factor and/or at an efficiency that would be considered unusual for such a project in New England, please describe why the unusual generation characteristics are expected.

2. Power capacity in kW or Btu/hr heat input (or kW equivalent) (nameplate, gross, and net capacities). For existing facilities, provide the facility nameplate capacity, the operational capacity as of the date of submission, the proposed project-related capacity changes, and the total final expected capacity. Also provide relevant detailed capacity and production history, including dates of operational capacity changes.
3. For solar thermal projects, please include energy modeling that shows ideal generation and generation taking into account orientation and shading losses.
4. For biomass sources, estimated annual fuel consumption (in tons/year for solid biomass and gallons/year for liquid biomass).
5. Projected increase in annual supply of New Hampshire RECs, by RPS Class (Class I, Class I Thermal, or Class IV), resulting from the project. Please note this MAY NOT include any current REC generation for existing facilities and should only include incremental REC production due to the proposed project work.
6. A statement verifying that the Grantee will submit a complete application for the project to be certified as REC-eligible in New Hampshire. For existing facilities please indicate if the facility is REC-certified in New Hampshire and provide NEPOOL GIS and state certification identification numbers if applicable.

E. Project Cost and Financing (no more than 3 pages, not counting any information used to substantiate assumptions).

1. Total project cost estimate, itemized for equipment, labor, design, permitting, balance of system costs, etc., and any specific quotations from vendors and contractors.
2. The project's short-term and long-term financing plan, description of financing status, and letters of intent/commitment from any third-party investors, financiers, board of directors, company management, or any other applicable source of funds or financing.
3. Description of all other financial resources, including grants, rebates, tax credits, etc.
4. The projected annual and lifetime energy cost savings attributable to the project. Please differentiate between efficiency savings and fuel cost savings.
5. The Levelized Cost of Energy (LCOE) in \$ per kWh or \$ per thermal equivalent kWh using the National Renewable Energy Laboratory (NREL)

calculator at <https://www.nrel.gov/analysis/tech-lcoe.html>. Please provide a printout of the LCOE and additionally provide the following project-specific assumptions used to calculate the LCOE:

- The expected maintenance cost of the facility over its first 20 years of operation. Maintenance costs can be expressed as a total dollar amount over 20 years, average dollars per year, and/or as a variable amount (\$/kWh production or \$/kWh thermal equivalent), or a combination of these. Maintenance costs should include any expected or likely costs incurred for regularly servicing the facility, repairing or replacing failed or failing components, performing ongoing commissioning, etc.
- For Class I Thermal projects, provide the combustion efficiency of the facility. This should be the expected combustion efficiency of the facility when using its planned fuel type and quality, and facility operating parameters.
- For Class I Thermal projects, provide the expected delivered cost of the renewable fuel in \$/MMBtu at current prices, not incorporating the combustion efficiency of the facility. Provide documentation showing the expected price and Btu content of the fuel used to calculate the Fuel Cost.

The LCOE should be calculated using the NREL calculator as follows:

- For maintenance costs, follow the guidance provided above.
- For fuel costs, Class I Thermal projects should follow the guidance provided above. The value “0” should be entered for the Heat Rate and Fuel Cost for any project which produces electricity and does not produce useful thermal energy.
- The life of the project should be assumed to be 20 years for all projects.
- The discount rate should be assumed to be 3% for all projects.
- The Capital Cost (\$/kW) should be calculated and entered using the total project cost and facility capacity provided in the Attachment A Project Summary Sheet. The Capital Cost may be rounded to the nearest \$10.
- The Capacity Factor (%) should be calculated and entered using the facility capacity and energy production provided in the Attachment A Project Summary Sheet. For example, a facility

with a capacity of 100 kW that is expected to produce 100,000 kWh annually has a capacity factor of 11.4% ($100,000 \text{ kWh} / 100 \text{ kW} = 1,000 \text{ hours}$. $1,000 \text{ hours} / 8,760 \text{ hours} = 11.4\%$ annual capacity factor). The Capacity Factor may be rounded to the nearest 1%.

- For projects producing useful thermal energy, the “Heat Rate” should be 3,412 divided by the efficiency of the system. For example, 80% efficiency results in $(3,412 / 80\% = 4,265 \text{ Heat Rate})$. The Heat Rate may be rounded to the nearest 100.
- The default values for the electricity price and cost escalation rate should be used.
- For any other values not addressed in this RFP, the guidance provided within the model will be followed.

F. New Hampshire Benefits (no more than 2 pages). A narrative or description addressing benefits that will be derived within New Hampshire including:

1. Governmental or Public Entity
 - i. If the project will provide energy cost savings to a governmental or public entity, please describe the entity or entities, quantify the energy cost savings, and provide a description of how those energy savings will be realized. Provide a copy of the contract and/or a letter of intent.
2. Economic Development
 - i. Number temporary direct jobs created in New Hampshire during the planning, development, and construction of the project.
 - ii. Number of permanent direct jobs created in New Hampshire after project operational date as a result of the renewable energy project.
3. Societal Benefits
 - i. Any energy efficiency measures implemented at the project site within the last five years and an energy savings estimate attributable to such measures.
 - ii. Any energy efficiency measures that are being implemented as part of, or alongside, the project and their expected energy savings.
 - iii. Use of any new or innovative technology in connection with the project.
 - iv. Inclusion of storage of energy generated from eligible renewable energy sources.
 - v. Other benefits to New Hampshire.

G. Environmental Benefits (no more than 1 page)

1. Type and annual usage of fossil fuels or other energy sources displaced and reduced (usage presented in gallons of oil, gasoline, kerosene or propane; cubic feet of natural gas; kWh of electricity).
2. Metric tons of CO₂ emissions avoided and/or reduced annually. Use the emissions rates specified in Table 1 below and then divide by 2,000 to convert from lbs. to tons. For example, if 150,000 gallons of No. 2 fuel oil (distillate oil) will be displaced by the proposed project, then 1,724 metric tons of CO₂ will be reduced. (150,000 gallons x 22.99 lbs. CO₂/gallon ÷ 2,000 lbs./ton = 1,724 metric tons of CO₂).

Fuel/Energy Displaced	Units	CO ₂ Emission Rate
Electricity	lbs. CO ₂ /kWh	0.536
Distillate Oil (#1,#2, #4)	lbs. CO ₂ /gallon	22.99
Gasoline	lbs. CO ₂ /gallon	19.32
Natural Gas	lbs. CO ₂ /ccf	11.98
Propane	lbs. CO ₂ /gallon	12.58
Residual Oil (#5 & #6)	lbs. CO ₂ /gallon	23.63
Kerosene	lbs. CO ₂ /gallon	22.33

H. Qualifications and Experience (no more than 4 pages, not including resumes)

1. Provide a 1-2 page summary of the qualifications, experience, and roles of the project team. As a separate attachment to the proposal, provide resumes of key personnel, including contractors and sub-contractors, if applicable. Resumes do not count toward the page limit but should be limited to relevant experience.
2. Provide summaries of similar projects undertaken by key personnel (date of project installation, summary of project, client name, contact name and phone number of contact for reference).

I. Conflicts of Interest

Describe any potential conflicts of interest on the part of any members of the project team or its contractors and subcontractors. Contractors have a continuing obligation throughout the entire procurement process to update this information.

- J.** An explicit statement that the proposer shall comply with the requirements of Form G-1 (version 11/2021).

² See 2024 US EPA Emissions Factors: [GHG Emission Factors Hub | US EPA](#)

III. PROPOSAL SELECTION PROCESS AND CRITERIA

Proposals will be reviewed and evaluated in a four-step review process, followed by contract negotiation and approval. The steps are summarized below:

Step 1: Proposal Screening: The Department shall assess completeness and responsiveness of proposals to eliminate non-conforming proposals; the Department 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;

Step 2: Preliminary Evaluation: An Evaluation Team, which will consist of Department staff and possibly other State agency staff will review each proposal to determine compliance with basic qualifications as outlined in Section I, C. Any proposer who fails to demonstrate that it meets all of the basic qualifications shall be deemed non-compliant and eliminated from further consideration. The Evaluation Team will then evaluate and score (individually or a consensus score) qualified proposals according to the criteria set forth in this RFP, including both technical requirements and funding amount requested (See Attachment B, Scoring Criteria Summary Sheet for an example of the scoring sheet);

Step 3: Final Evaluation: The Evaluation Team may request and hold interviews, and product demonstrations if applicable (if requested as described below) and conduct reference checks (if deemed appropriate). Following interviews, product demonstrations, and reference checks, and review of written clarifications of proposals requested by the Evaluation Team (if any are requested), the Evaluation Team will refine the score from the Preliminary Evaluation. The Evaluation Team shall submit recommendations regarding projects and funding to the Department Commissioner;

Step 4: Commissioner's Review: Based on the scores developed by the Evaluation Team, the Department Commissioner will apply the criteria set forth in the applicable rules at Puc 2508.02(c)(2) and (3) and determine percentage factors for each proposal. The scores developed by the Evaluation Team will be multiplied by those factors to produce a final score, upon which the proposals will be ranked. Awards will be made within the constraint of available funds; consequently, awards may not be made to all qualifying proposals. In addition, the Department reserves the right to make partial awards, and/or award grants to a lower-ranked proposal(s) if there are insufficient funds remaining to award the amount requested in a higher-ranked proposal;

Step 5: Contract Negotiation: The Department shall negotiate, if necessary, and develop grant agreements and related contract documents with selected proposers; and

Step 6: Contract Approval: The Department shall submit completed grant agreements to the Governor and Executive Council for approval.

Notwithstanding any other provision of this RFP, this RFP does not commit the Department to make an award. The Department reserves the right, at its sole discretion, to reject any or all proposals, or any portions thereof, for any reason, at any time, including, but not limited to, canceling the RFP, and to solicit new proposals under a new acquisition 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 Department may go to the next highest scorer(s) and seek to negotiate with that proposer(s).

Proposals will be deemed incomplete, nonconforming, and ineligible for grant funding if information required under this RFP that is essential to the scoring evaluation is not included in the proposal. Proposals that fail to meet the following criteria will be deemed ineligible:

- Filing of a timely electronic proposal with all mandatory elements;
- Identification of potential contractors and subcontractors, if applicable, or a detailed process and timeline to identify and engage them;
- Listing of key project milestones and the associated timeline and project schedule;
- Identification of other funding and financing sources, or in the alternative a statement that there are no other funding or financing sources, and related letters of intent or commitment; and
- Insufficient evidence to demonstrate that the project is likely to obtain eligibility to produce New Hampshire RECs upon completion.

In accordance with New Hampshire Executive Order No. 2023-05, any proposer that is determined by the Department to be boycotting Israel shall be disqualified, and its proposal deemed ineligible.

Ineligible projects will not be scored. All projects deemed ineligible will receive notification of that determination.

The Evaluation Team will evaluate all qualified proposals received and deemed eligible for their completeness, clarity, quality of presentation, how well the project meets the goals of RSA 362-F and the REF, reasonableness of cost, the qualifications and relevant experience of the project team, and the likelihood of project completion within the contract period. All projects deemed eligible for consideration will be evaluated based upon the specific criteria identified below.

During the evaluation process, if the Evaluation Team determines that it is appropriate, proposers may be invited to oral interviews and/or demonstrations, including demonstrations of any proposed systems or technology components. The Evaluation Team retains the sole discretion to determine whether to conduct oral interviews, with which proposers, and the number of interviews. Proposers are advised that the Evaluation Team may decide to conduct interviews with fewer than all proposers.

The purpose of oral interviews and demonstrations is to clarify and expound upon information provided in the written proposals. Proposers are prohibited from altering the basic substance of their proposal during the oral interviews and/or demonstrations. The Evaluation Team may ask the proposer to provide written clarifications of elements in the proposal regardless of whether an oral interview will be conducted. Information gained from oral interviews and demonstrations will be used to refine scores assigned based on the preliminary evaluation of the proposal.

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

A. Grant \$/REC

The Department will evaluate the proposal based on the amount of grant dollars per total amount of RECs estimated to be produced over ten years. The lower the Grant \$/REC value, the higher the score as shown in Table 2.

Table 2	
Grant \$/Total RECs over 10 years	Score
>\$65	5
>\$50 and ≤\$65	10
>\$25 and ≤\$50	15
>\$10 and ≤\$25	20
≤\$10	25
Maximum	25

B. Levelized Cost of Energy (LCOE)

The Department will evaluate financial aspects of the project based on the LCOE, calculated using the NREL calculator available online at <https://www.nrel.gov/analysis/tech-lcoe.html>. As shown in Table 3, the lower the LCOE, the higher the score.

Table 3	
LCOE (\$/kWh)	Score
> \$0.25	4
>\$0.18 and ≤\$0.25	8
>\$0.12 and ≤\$0.18	12
>\$0.07 and ≤\$0.12	16
≤\$0.07	20
Maximum	20

C. New Hampshire Benefits

The Department will evaluate the proposal for the benefits to New Hampshire as shown in Table 4.

Table 4	
NH Benefits	Maximum Score
Energy cost savings to governmental or public entity.	5
Direct NH Jobs - Short Term For 1 to 10 jobs, a score of 1; For more than 10 jobs, a score of 2.	2
Direct NH Jobs – Long Term (after project is operational) For 1 to 10 jobs, a score of 1; For more than 10 jobs, a score of 2.	2
Energy Efficiency Measures Included.	2
Innovative Technology.	2
Inclusion of Electric or Thermal Energy Storage.	3
Other New Hampshire Benefits.	4
Maximum	20

D. Project Readiness and Community Support

The Department will evaluate the proposal based on project readiness and community support based on the criteria in Table 5.

Table 5	
Project Readiness and Community Support	Maximum Score
Project funding and financing described, and volume secured. Letters of intent/commitment provided.	4
Detailed application with completed feasibility or engineering studies, timelines, schedule, major tasks identified, major equipment specified, and quotations provided.	4
Permits and approvals secured.	3
Community/Municipality/Company support obtained.	4
Maximum	15

E. Matching and Other Funding Sources

The Department will evaluate the proposal based on matching and other sources of funding and the leveraging of the grant with other available funds as shown in Table 6. Generally, the greater the number of other sources of funds that will be part of a project’s overall financing structure, as well as the greater the amount of those other funds, the higher the score will be on these criteria. The project will score full points for any “Other Funding Sources” category in which a funding source or a combination of funding sources of that category will provide an amount that is at least 5% of the total project cost.

Table 6	
Matching and Other Funds	Score
Other Funding Sources	
Federal	1
State (Other than NH Department of Energy)	1
Community (e.g., City, County, etc.)	2
Other (Private)	1
Matching (non-REF \$\$) Funds %	
>5% and ≤20%	1
>20% and ≤40%	2
>40% and ≤60%	3
>60% and ≤80%	4
>80%	5
Maximum	10

F. Environmental Benefits

The Department will evaluate the proposal based on environmental benefits as measured by annual CO₂ emissions reduced or displaced from the project.

Table 7	
CO ₂ Emissions Reduced Annually (tons)	Score
0 and ≤100	1
>100 and ≤200	2
>200 and ≤300	4
>300 and ≤500	6
>500 and ≤1,000	8
>1,000 and ≤5,000	9
>5,000	10
Maximum	10

G. Regulatory Evaluation Criteria

The above factors in Sections A through F address evaluation criteria outlined in N.H. Admin R., Puc 2508.02, *Renewable Energy Initiatives*, which directs the Department to consider the extent to which:

1. The project expands the supply of RECs for use to comply with the RPS;
2. The project is likely to be cost-effective;
3. The project promotes market transformation, innovation, and energy cost savings;

4. The project will reduce New Hampshire's electrical peak load or fossil fuel consumption as well as defer or eliminate local utility distribution plant expenditures;
5. The project is likely to result in economic development and environmental benefits for New Hampshire;
6. The project increases fuel diversity in the production of electricity or useful thermal energy for consumption in New Hampshire; and
7. The proposer has the capacity to successfully complete the project.

See Puc 2508.02(b).

Pursuant to Puc 2508.02(c), and review of the Evaluation Team scoring, the Department will provide funding for selected initiatives that it finds are:

1. Substantially consistent with the criteria set forth above;
2. Realistically proposed and achievable by the proposer; and
3. Most likely, on balance, to advance the purposes of RSA 362-F, within the constraint of available funds.

IV. GENERAL CONDITIONS

- A. Reservation of Rights. The Department reserves the right: to reject any or all proposals, or any part thereof; to determine what constitutes a conforming proposal, to waive irregularities that it considers non-material to the proposal; 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.
- B. **When responding to this RFP, each proposer must explicitly indicate that the proposer shall comply with the requirements of Form G-1.** To the extent a proposer believes that an exception to the standard form will be necessary for the proposer to enter into a contract, the proposer should raise that issue during the proposer question period. The Department will review the question regarding the requested exception(s) and respond that the exception is accepted, rejected, or note that the Department is open to negotiation regarding the requested exception(s) at the sole discretion of the Department. If a proposer's exception is accepted, or is open to negotiation, the Department will, by means of posting the answer to the proposer's question, and prior to the conclusion of the question

response period, provide notice to all potential proposers of the exception(s) which has been accepted, or is open to negotiation, and indicate that exception is available to all potential proposers. Any exceptions to the standard form contract that are not received before the Close of Question Period as specified in the Schedule of Events are waived. In no event is a proposer to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this RFP. The question period begins when the RFP is posted and ends at the Close of Question Period as specified in the Schedule of Events. All inquiries must be in writing and must be sent to the RFP Point of Contact identified above.

- C. Requests for Additional Information. The Department reserves the right to request additional information from any or all parties submitting proposals to assist in the evaluation process.
- D. Confidentiality of Proposals and Information Provided to Proposers. The substance of a proposal must remain confidential until the effective date of any grant agreement resulting from this RFP. A proposer's disclosure or distribution of proposals other than to the Department may be grounds for disqualification, unless disclosure was made to other funding sources to obtain funding. Each proposer also agrees to maintain as confidential all information received from the Department in the course of this RFP and any related contracting process, until such time as it is instructed otherwise by the Department.
- E. Public Disclosure. By submitting a proposal, the proposer acknowledges that the Department is subject to the Right-to-Know Law, RSA Chapter 91-A, although proposals are confidential until the award of any resulting contract, they become subject to RSA Chapter 91-A thereafter.

Copywritten materials submitted along with a proposal are subject to Chapter 91-A and will be made available to the public unless it appears that the proposer has violated the original copyright. **If a proposer copyrights its proposal materials, then by submitting the copywritten proposal, the proposer waives any copyright protections as to the state, its employees, and agents, and agrees that the state may copy and distribute the proposal 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: (<http://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 proposal contains information that a proposer asserts is exempt from public disclosure, **the proposer must specifically identify all relevant text in a letter to the Department, 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 proposer’s response to this RFP. The proposer 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 proposal section number the specific information the proposer 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 proposal itself. Marking the entire proposal or entire sections of the proposal (e.g., costs) as “confidential” will neither be accepted nor honored.

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

In the event that the Department receives a request to view portions of a proposal that the proposer has properly and clearly marked “confidential,” the Department shall notify the proposer and specify the date the Department intends to release the requested information, redacting any information the Department independently concludes is exempt, consistent with applicable laws and regulations. Any effort to prohibit or enjoin the release of the information the Department identifies for release shall be the proposer’s responsibility at the proposer’s sole expense. If the proposer fails to obtain a court order enjoining the disclosure, the Department may release the information on the date the Department specified in its notice to the proposer(s), or in its notice to any other relevant parties, without any liability to the proposer(s).

- F. Proposers’ Costs. By submitting a proposal, a proposer agrees that in no event shall the Department be either responsible for or held liable for any costs incurred by the proposer in preparation of or in connection with the proposal, or for work performed prior to the effective date of a resulting grant agreement.
- G. Equal Employment Opportunity and Non-Discrimination. All parties submitting proposals shall be Equal Opportunity Employers. Funding recipients will be expected to comply with all federal, state, and local laws respecting non-discrimination in employment.

- H. Amendment or Cancellation of RFP. The Department reserves the right to amend or cancel this RFP at any time. Proposers should check the Department website at [Requests for Proposals | NH Department of Energy](#) for any addenda to this RFP before submitting their proposals, and for answers to questions other prospective proposers may have submitted, if any.
- I. Vendor Registration Requirements. Recipients of funds will be required to submit their Taxpayer Identification Number (TIN), Employer Identification Number (EIN), or Social Security Number (SSN), and to register as a vendor with the State of New Hampshire.
- J. Grant Agreement General Provisions. The terms and conditions set forth in the State’s “General Provisions” for grant agreements, attached hereto as Attachment C, will apply to the grant award and funding agreement that the Department will enter into with grant recipients. In addition, each agreement will be supplemented by three exhibits: Exhibit A will include any special provisions, including any modifications to the General Provisions regarding insurance coverage and other matters; 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, in accordance with New Hampshire Executive Order No. 2023-05, any grant agreement entered into as a result of this RFP shall include a provision permitting the Department to immediately terminate the agreement and withhold funding upon making a determination that the Proposer is boycotting Israel, and permitting the Department to withhold payment of any and all funding pending that determination.
- K. Project Changes. 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 Department. Amendments to the grant agreement are subject to approval by the Department and the Governor and Executive Council.
- L. Nature of RFP. This RFP is not an offer. Neither the Department nor this RFP shall create any commitment on the part of the State or confer any rights on the part of the proposer unless and until a written grant award agreement is executed between the Department and the proposer and is approved by the Governor and Executive Council.
- M. Reporting, Inspection, and Audit. There will be reporting and inspection requirements for the projects that are awarded grants under this RFP. These may include, but are not limited to, development and construction progress reports and

the reporting of expenditures, and annual energy production for up to 10 years after the project becomes operational. Pursuant to Puc 2508.04, any recipient of any monies disbursed from the REF shall make its books, records, and facilities available to the Department for the purpose of allowing the Department to discharge its audit responsibilities pursuant to RSA 362-F:10, I.

- N. 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 proposer. 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.
- O. Non-Collusion: The proposer's signature on a proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and work quoted have been established without collusion with other proposers and without effort to preclude the Department from obtaining the best possible competitive proposal.
- P. Reimbursement of Project Costs. Payment to grantees under this program is on a cost-reimbursable basis. 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 Department will withhold payment of a percentage of any grant award until final completion, operation, and interconnection of the project.
- Q. Ethical Requirements. From the time this RFP is published until a grant is awarded, no proposer 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 an RFP, or similar submission. RSA 21-G:38. Any proposer that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any proposer, or member of proposer'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 bidding on the RFP, or similar request for submission, and every such proposer shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A proposer 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.

- R. 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 proposals, shall be brought to the attention of the Department at least 10 business days prior to the deadline for submission of proposals, by sending written notice to the RFP point of contact. By submitting a proposal, the proposer is deemed to have waived any challenges to the Department’s authority to conduct this procurement and the form and procedures of this RFP.

V. GRANT AGREEMENT AND CERTIFICATES

A successful proposer 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 C to this RFP. In addition, project-specific terms and conditions will be negotiated with the proposer and included as exhibits in the grant agreement.

Proposers will be required to fill in this form ONLY upon the Department’s approval of the proposal for REF grant funding.

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

Secretary of State’s Office Certificate of Good Standing (“CGS”)	Individuals contracting in their own name do not need a CGS. Business entities and trade names need a CGS, except for nonresident nonprofit corporations.
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.
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).

Proposers will be required to provide these certificates ONLY upon selection of the proposal to receive REF grant funding by the Department.

VI. ETHICAL REQUIREMENTS

From the time this RFP is published until a contract is awarded, no proposer shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined in 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 an RFP, or similar submission. Any proposer that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any proposer 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 bidding on this RFP, or similar request for submission and every such proposer shall be disqualified from bidding on any RFP or similar request for submission issued by any State agency. A proposer 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 in the case of annulment the information shall be deleted from the list.

Attachment A. PROJECT SUMMARY SHEET

Please fill in the Project Summary Sheet and insert directly following the letter of transmittal in the final proposal submission.

Please see next page.



Grants for Renewable Energy Generation Projects in the Nonresidential Sector

RFP # 2024 - 013 - Project Summary Sheet

Project Name:		
Project Location:		
Proposer Name: (Name of entity which will contract with the Department and receive the grant funds):		
Project Team: (include names, & roles)		
Name, phone, and email of person authorized to enter binding grant agreement, and of the project contact person (if different):		
Technology Employed:		
Brief Project Description:		
Facility total nameplate capacity	(kW or MMBtu/hr)	
Current operational capacity (if different than name plate) and energy production (0 if new construction):	(kW or MMBtu/hr)	(kWh/year or MMBtu/year)
Estimated project-related capacity and energy production (not including any current capacity and annual production):	(kW or MMBtu/hr)	(kWh/year or MMBtu/year)
Project-related REC annual production:	REC Class:	Est. # of RECs produced per year
Total Project Cost (\$):		
Total Funding Requested under this RFP (\$):		
Economic Development Benefits (Direct NH Jobs):	Direct Short-Term Jobs: Direct Long-Term Jobs:	
Environmental Benefits:	Amount of fossil fuel or electricity displaced/year: Tons of CO2 avoided/year:	

Attachment B. SCORING CRITERIA SUMMARY SHEET

Project:

Proposer:

Technology:

Grant Amount Requested:

Factor	Maximum Score	Score	Comments
Grant \$/Total RECs (Table 2)	25		
LCOE (Table 3)	20		
NH Benefits (Table 4)	20		
Project Readiness and Community Support (Table 5)	15		
Matching/Other Funds (Table 6)	10		
Environmental Benefits (Table 7)	10		
Total	100		

Comments:

Attachment C. G-1 GENERAL CONDITIONS

A copy of the State of New Hampshire's General Provisions to be executed by the parties can be found on the following page.

Proposer will be required to fill in this form ONLY if and when its proposal is selected by the Department to receive REF Nonresidential grant 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 or 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 intent 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