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MAC

STATE OF NEW HAMPSHIRE

COMMISSIONER
Jared S. Chicoine

DEPUTY COMMISSIONER
Christopher J. Ellms, Jr.



DEPARTMENT OF ENERGY
21 S. Fruit St., Suite 10
Concord, N.H. 03301-2429

TDD Access: Relay NH
1-800-735-2964

Tel. (603) 271-3670

FAX No. 271-1526

Website:
www.energy.nh.gov

September 25, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Energy (Department) to enter into a contract with Joseph Associates, Inc. (JAI), of Farmingdale, ME (Vendor #271154), for an amount not to exceed \$1,143,400, to provide cloud-based Software as a Solution product to operate the Low Income Home Energy Assistance Program (LIHEAP), known in New Hampshire as the Fuel Assistance Program (FAP), the Weatherization Assistance Program (WAP), and the Electric Assistance Program (EAP) effective upon Governor and Executive Council approval through December 31, 2026, with the option to extend the contract for up to four additional years with Governor and Executive Council approval. **77% Federal Funds/23% General Funds (Electric Assistance Program Supplemental Funds).**

Funding is available in the following accounts, contingent upon the availability and continued appropriation of funds in the operating budget, with the authority to adjust encumbrances between fiscal years through the Budget Office, if needed and justified:

02-52-52-520030-13980000-034-500099:	<u>FY 25</u> \$316,000
02-52-52-520030-25790000-034-500099:	\$568,000
02-52-52-520010-53890000-075-500591:	<u>\$259,400</u>
	\$1,143,400

EXPLANATION

The Department respectfully requests authority to enter into a contract in an amount not to exceed \$1,143,400 with JAI, a software development company with significant experience with providing software for the core operations of LIHEAP/FAP and WAP programs. JAI currently operates similar systems for several states across the country.

The current system is the software backbone of the LIHEAP/FAP and EAP programs, managing everything from the client intake process, income verification, benefits determination and calculation,

benefits award letter generation, vendor letter generation, and data tracking needed to ensure federal compliance and accurate reporting. This system will replace a legacy system nearly 20 years old and that is increasingly fragile and unable to easily be updated to meet ever increasing federal reporting requirements.

This replacement software will not only fulfill all those functions with greater efficiency and stability, but also include integration with the WAP program.

With this new software, greater efficiencies will be realized in reducing the need for staff time at the Department and the Community Action Agencies, allowing more time to be dedicated to reviewing and certifying applications, leading to faster application approvals and better service to the people of the state. In addition, this software system also has an online application portal, making it easier for people to apply for these programs.

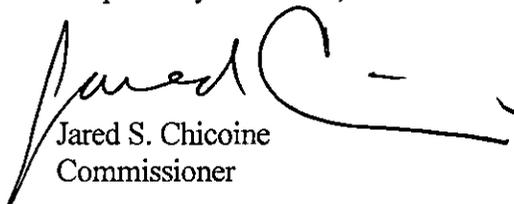
The Department issued a Request for Proposals (RFP) through the Department of Information Technology (DoIT) on February 16, 2024, as RFP #2024-060. The notice of the RFP was posted on the Department's website and distributed through the Department of Administrative Services procurement service lists and directly to known vendors of these types of software products. The Department received seven responses to this RFP.

An evaluation team made up of Shannon Nolin, Project Manager, Brittany Mitchell WAP Program Specialist; Alexis LaBrie, Compliance Officer; Leah Richards, FAP Program Administrator; and Todd Ringelberg, DoIT Business Relationship Manager, evaluated the proposal. Amanda Noonan, Consumer Services Director was responsible for the price proposal summaries. JAI was determined to be the highest scoring qualified proposal.

In the event Federal Funds are no longer available, no additional General Funds will not be requested to support this contract.

Your consideration of this request is appreciated.

Respectfully submitted,



Jared S. Chicoine
Commissioner

RFP #2024-060 – Home Energy Assistance Program Software Solution

Date of Review: June 5, 2024

Scoring Team: Shannon Nolin, Software Project Manager; Leah Richards, Fuel Assistance Program Administrator; Alexis LaBrie, Grants Program Coordinator; Brittany Mitchell, Program Specialist; and Todd Ringelberg, Business Relationship Management/IT Lead

Bidder:	Yardi	ANB	JAI Software	Speridan	Hancock Software	CG Infinity	River Delta Co.
Staffing Qualifications: Qualifications, technical expertise, certifications, and knowledge and practical experience that the organization or individual possesses, including that of the staff and any subcontractors proposed to be assigned to the engagement, providing services directly relevant to the specified scope of services (Maximum Point Score: 10)	7	5	10	8	7	4	7
Proposed Scope of Work, Software Solution: Clarity and appropriateness of proposed approach to development and implementation of the energy assistance programs, prioritization and coordination of initiatives, proposed allocation of resources and time for critical tasks, proposed scope of work, and detailed project schedule for completion of the work within the contract period. (Maximum Point Score: 30)	22	19	28	20	20	15	10
Vendor's Technical, Service and Project Management Experience: Experience and qualifications in providing similar services, including application intake, processing, reporting and financial functions and implementation of statewide in New Hampshire as well as other states, and the ability to perform all major disciplines necessary to develop and implement the scope of work. Demonstrated knowledge of and experience with program development, communication, implementation, protection of data, training and relevant subject matter. General experience providing similar services. (Maximum Point Score: 20)	16	5	19	14	15	12	10
Vendor Company: Vendor company qualifications must be established that the vendor is capable of carrying out the project through development, implementation, training and ongoing maintenance and upgrades. References will be measured. (Maximum Point Score: 15)	10	12	14	14	8	9	5
Total Technical Score	55	41	71	56	50	40	32
Price: Price proposals remain sealed for bidders not achieving a minimum technical score of 60 or more and were not disclosed to the review team.	-	-	\$1,143,400	-	-	-	-
Maximum Point Score for Price: 25	-	-	25	-	-	-	-
Total Score	55	41	96	56	50	40	32



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

August 20, 2024

Jared Chicoine, Commissioner
Department of Energy
State of New Hampshire
21 South Fruit Street, Suite 10
Concord, NH 03301

Dear Commissioner Chicoine:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Joseph Associates, Inc., as described below and referenced as DoIT No. 2024-060.

The purpose of this request is to develop, support, maintain, the Home Energy Assistance Program Software Solution (HEAPSS).

The Total Price Limitation will be \$1,143,000, effective upon Governor and Council approval through December 31, 2026.

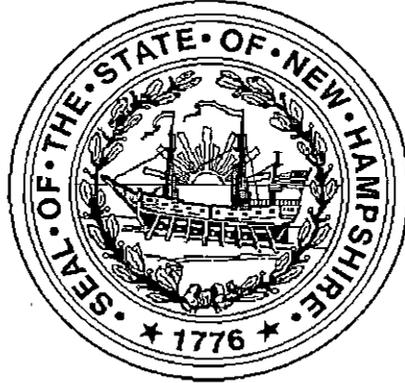
A copy of this letter must accompany the Department of Energy's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/jd
DoIT #2024-060

cc: Todd Ringelberg, IT Lead



STATE OF NEW HAMPSHIRE

Department of Energy

Home Energy Assistance Program Software Solution

DoIT #2024-060

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FORM NUMBER P-37 (version 2/23/2023)

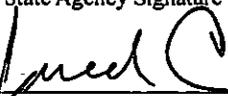
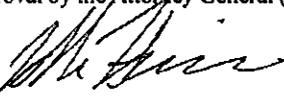
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Energy		1.2 State Agency Address 21 S. Fruit St., Ste. 10, Concord, NH 03301	
1.3 Contractor Name Joseph Associates Inc.		1.4 Contractor Address 599 Maine Ave., Farmingdale, ME 04344	
1.5 Contractor Phone Number (207) 446-3407	1.6 Account Unit and Class 13980000-034 25790000-034 53890000-075	1.7 Completion Date December 31, 2026	1.8 Price Limitation \$1,143,400.00
1.9 Contracting Officer for State Agency Shannon Nolin, Project Manager		1.10 State Agency Telephone Number 603-271-3670	
1.11 Contractor Signature  Date: 9/5/2025		1.12 Name and Title of Contractor Signatory John Joseph, CEO and Owner	
1.13 State Agency Signature  Date: 9/6/24		1.14 Name and Title of State Agency Signatory Jared S. Chicoine, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 9/11/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this

Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or

discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

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

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

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

26. **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 with respect to the subject matter hereof.

STATE OF NEW HAMPSHIRE
Department of Energy
DoIT # 2024 060 - Home Energy Assistance Program Software Solution

EXHIBIT A - SPECIAL PROVISIONS

The terms outlined in the P-37 General Provisions are modified as set forth below:

Provision 3, Effective Date/Completion of Services, is updated with the following addition:

3.4 The Term includes one year of Maintenance, Support, and Hosting. That year of Maintenance, Support and Hosting shall commence on the day following Unconditional Acceptance of the deployed Solution by the State. The Term may be extended for an additional four years at the sole option of the State for purposes of Maintenance, Support and Hosting, under the same terms and conditions and at the cost specified in Exhibit C, subject to approval of the New Hampshire Governor and Executive Council.

Provision 9, Termination, Section 9.2 is deleted and replaced with the following:

9.2 In the event of the termination pursuant to subparagraph 9.1, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State will pay for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Agreement activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.3 Upon termination of the Agreement, the State, in addition to any other rights provided in the Agreement, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Agreement as has been terminated. After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Take such action as the State directs, or as necessary to preserve and protect the property related to the Agreement which is in the possession of Contractor and in which the State has an interest;
- c. Take no action to intentionally erase any State data until directed by the State;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- e. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
- f. Securely dispose/destroy of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute

STATE OF NEW HAMPSHIRE

Department of Energy

DoIT # 2024 060 - Home Energy Assistance Program Software Solution

of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and

- g. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.

9.4 If the Agreement has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall use its good faith efforts to provide, for a period up to 90 days after the expiration or termination, reasonable transition services requested by the State, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to reasonably facilitate the orderly transfer of such Services to the State or its designees. Contractor shall provide the requested transition services at the monthly cost of \$30,000, prorated, until the Price Limitation in Paragraph 1.4 is reached, at which time Contractor shall provide the reasonable requested transition services at no additional cost unless an amendment to the Price Limitation, is approved by the New Hampshire Governor and Executive Council. The Department agrees to propose such an amendment for approval if necessary.

9.5 This covenant in paragraph 9 shall survive the termination of this Agreement.

9.6 Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall be construed so as to transfer ownership of the ECOS Software to the State or to any third party.

Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:

10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information.

10.4.1 In the event of the unauthorized release of Confidential Information, Contractor shall immediately notify the State's Chief Information Security Officer, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

10.5 Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
- b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;
- c. is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or
- d. is disclosed with the written consent of the disclosing Party.

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10.6 A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by law or an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

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-10.7 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

10.8 This covenant in paragraph 10 shall survive the termination of this Agreement.

Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:

12.5 In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:

- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
- b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

12.6 Without limiting Paragraph 12.4, a determination by the Department that the Grantee or Contractor is boycotting Israel shall be grounds for termination by the Department in accordance with New Hampshire Executive Order No. 2023-05, which termination may be immediate.

Provision 10.2 is updated with the following addition:

Without limiting the foregoing, the State shall own all intellectual property rights of data entered in ECOS and all data generated by the State's authorized use of the ECOS source code. The State hereby grants Contractor a non-exclusive, revocable, non-transferable, royalty-free license to access, process, store, transmit, and otherwise make use of the customer data as necessary to provide the Services and to otherwise fulfill Contractor's obligations under this and any other agreement between the State and Contractor, subject to confidentiality requirements. All data in the system is owned by the State and is accessible in real-time for export into industry standard formats. The State acknowledges and agrees that Contractor is and will be the sole and exclusive owner of all rights, titles, and interest in and to the underlying code comprising ECOS (the "Source Code") and all intellectual property rights associated thereto, and that the State agrees that it acquires no rights under this Agreement to any Source Code or any intellectual property rights therein other than the limited rights specifically granted in this Agreement.

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The following Provisions are added and made part of the P37:

27. FORCE MAJEURE

27.1 Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such Party and without fault or negligence of such Party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

27.2 Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Agreement.

28. EXHIBITS/ATTACHMENTS

The Exhibits and Attachments referred to in and attached to the Agreement are incorporated by reference as if fully included in the text of the Agreement.

29. NON-EXCLUSIVE AGREEMENT

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

30. PROHIBITED TECHNOLOGIES

30.1 Contractor shall not use any equipment or services on the State of New Hampshire's Prohibited Technologies List, as amended, and maintained by the New Hampshire Department of Information Technology. The New Hampshire Prohibited Technologies list may be found at the below link:
<https://www.doit.nh.gov/sites/g/files/ehbemt506/files/inline-documents/sonh/prohibited-technologies.pdf>

30.2 Contractor shall not use any equipment or services on the FCC Covered List, as amended. The FCC Covered List may be found at the below link:
<https://www.fcc.gov/supplychain/coveredlist>

31. ORDER OF PRECEDENCE

In the event of conflict or ambiguity among any of the text within this Agreement, the following Order of Precedence shall govern:

- I. State of New Hampshire, Department of Energy, Agreement Home Energy Assistance Program Software Solution, Department of Energy, DoIT 2024-060 (the Agreement);
- II. State of New Hampshire, Department of Energy, RFP DoIT 024-060, Home Energy Assistance Program Software Solution (The RFP, Addendum, Q&A)
- III. Vendor Proposal Response to Department of Information Technology, RFP DoIT 2024-060, Home Energy Assistance Program Software Solution, dated April 16, 2024.

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32. In conformity with Paragraph 12 of the General Provisions, the State hereby authorizes the Contractor to utilize EVOLVE as a subcontractor, at the rates specified in the Contractor's Proposal, at the Contractor's sole expense.
33. This is a Research and Development (R&D) award. The Department's indirect is 10 percent.

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STATE OF NEW HAMPSHIRE
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DoIT # 2024 060 – Home Energy Assistance Program Software Solution
EXHIBIT B – STATEMENT OF WORK
BUSINESS/TECHNICAL REQUIREMENTS AND DELIVERABLES

EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

The Statement of Work, Business and Technical Requirements, and Deliverables are set forth below:

1. STATEMENT OF WORK

The Contractor shall provide a cloud-based Software as a Solution that provides user web access and service. In addition, software, configuration, development, and ongoing support associated with the implementation of the HEAPSS application and its associated business process impacts will be provided. The Solution shall meet the requirements outlined in Appendix B – Business/Technical Requirements and Deliverables workbook included in the RFP DoIT 2024-060, in the manner specified in Sections III and IV of Vendor Proposal Response to Department of Information Technology, RFP DoIT 2024-060, Home Energy Assistance Program Software Solution, dated April 16, 2024 which are attached as Exhibit B, Attachment 1 and incorporated herein by reference. The Solution will provide users with the capability to operate the Low-Income Home Energy Assistance Program (LIHEAP), the Weatherization Assistance Program (WAP) and the Electric Assistance Program (EAP). Among other things, tasks will include:

- Development of a Work, Security, Migration, change management, Software configuration, Systems Interface and User Acceptance Testing Plan outlining the activities and the timelines.
- Provide ongoing support, maintenance, and hosting.
- Provide customization of software to meet Business Requirements outlined in Appendix B - Business and Technical Requirements Workbook.
- Provide weekly project status reports to the Department.
- Conduct training and support of Department staff and program users and facilitate User Acceptance Plan.
- Provide ongoing Support, Maintenance, and Hosting services as specified in Paragraph 2 below.

2. ECOS MAINTENANCE AND SUPPORT, AND HOSTING

The Contractor shall provide the following ECOS maintenance and support services to ensure effective system maintenance and timely response to the State's needs, as well as Azure Government Hosting. Customizations are not included and will be managed through Agreement amendments with mutually agreed upon budgets and schedules, and approval by the New Hampshire Governor and Executive Council.

- **2.1 ECOS maintenance services provided by Contractor include:**
- **Corrective Maintenance** –repair system defects (bugs) that are identified by JAI testing staff or are reported as a work ticket by the Client.
- **Adaptive Maintenance** – Modifications to the system are delivered to ensure consistent operation of ECOS after changes occur in the operating environment including migration across platforms.
- **Preventative Maintenance** –make changes to the system as a pre-emptive measure against future problems that have been identified as potential risks.
- **Compliance** – maintain system to remain compliant with state, local, and federal software requirements.

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- **System Performance** –strive to update the system as needed to improve performance and reliability.
 - **Security Standards** –maintain the systems and processes necessary to comply with Client security standards.
 - **System Administration** –manages and administer Client-dedicated hosting resources.
 - **Client Testing** – provide a testing and training environment for Clients to test new features and/or bug fixes.
 - **Release Notes** – provide release notes that describe new features and bug fixes that are included in Scheduled Releases.
- Work Ticket Tracking System** – provide ongoing maintenance and configuration of the work ticket tracking system.

2.2 ECOS Technical Support services provided by Contractor include:

- **Planning and Scheduling** –work with the Client to prioritize and schedule work tickets.
- **Data Fixes** – provide data corrections directly in the database for work ticket items that impact or impede production efforts.
- **Configuration** – assist with configuration updates and adapting the system with Client and program specific parameters.
- **Reports** – design, develop, and modify reports that do not require database changes.
- **User Training** –provide training services to support the release of new features and functions. ECOS training materials and videos are accessible in the ECOS application.
- **Barrier Removal**- take steps to remove barriers to the resolution of service issues and search for ways to maintain program workflow.
- **Program Compliance** – assist by providing information and guidance needed to achieve program compliance with funding agencies.
- **Project Management** – host periodic meetings with the Client to clarify priorities, discuss statuses of outstanding issues, and exchange information required for work items.
- **Requirements Analysis** –review and analyze Client requirements for requested customization enhancements.

2.3 Help Desk Services provided by Contractor include:

Contractor shall provide Tier II Help Desk Services directly to staff designated by the Department of Energy including local agency staff to resolve work tickets that have been reported in the Work Ticket system. Contractor Help Desk services include:

- **User Support** - answer questions and provide direct support and guidance to designated staff.
- **Issue Resolution** –work with designated staff to resolve the issue directly and verify success.
- **Support Request Escalation** – If Help Desk staff cannot answer a question or resolve an issue, they will escalate work tickets to the Contractor’s technical team.

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- **Issue Clarification** –review work tickets and request additional information to clarify issues as required.
- **Issue Tracking** – manage work tickets from creation through resolution.

Requests for support are tracked through the Contractor’s Work Ticket system which provides for a detailed description of each request and shares information related to client support requests. Timely support depends on clear documentation of requests which are continually refined as more information is added to work tickets.

2.4 Service Delivery

Work Tickets shall be assigned a priority level based on the Impact and Urgency of the issue affecting core services. The Work Ticket priority levels will be used to schedule the timeframe to complete the work ticket. The four Work Ticket Priority Levels are described below. Contractor action and resolution will be contingent upon complete information in the work ticket.

P1 (Priority 1) or Emergency/Critical

- Represent emergencies that pose a severe threat to business operations, data integrity, or security and/or severely impact operations or render the service unusable for a significant portion of users.
- P1 issues demand immediate attention from all available resources and may require round-the clock support until resolved.

Example:

- Major security breach: A cyberattack resulting in data breach or compromise of sensitive information, requiring immediate action to contain and mitigate the impact.
- Catastrophic failure: A critical system failure causing widespread data loss or corruption, posing a severe threat to business continuity.
- Severe performance degradation: Widespread slowdowns or timeouts affecting a large portion of users, significantly impacting productivity or revenue.

P2 (Priority 2) or High Priority

- Represent significant impact on operations or affect critical functionality. The issue needs to be addressed promptly to prevent disruption to users or services.
- P2 issues may impact the usability or performance of the service and require immediate attention from the appropriate resources. Resolution may include a hot fix prior to a scheduled release.

Example:

- Critical UI issue: An issue affecting the login page or checkout process that prevents users from completing essential tasks.
- Functional issue: A bug that impacts core functionality or critical workflows, causing significant disruption to users.
- Data integrity issue: Data corruption or loss in the application that affects critical business operations or compliance requirements.

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P3 (Priority 3) or Medium Priority

- Represent issues that have a moderate impact on operations but are not considered urgent. They may affect non-critical functionality or have workarounds available. These issues require attention but are not immediately critical to the operation of the service.
- Resources are allocated based on the current workload and urgency of other tasks.
Example:
- Moderate UI issue: An issue affecting the layout or usability of a commonly used page in the application.
- Feature request with some impact: A request for a new feature that enhances usability or efficiency but is not critical to the core functionality of the application.
- Performance degradation: A slowdown in application response time under specific conditions that affects user experience but does not render the application unusable.

P4 (Priority 4) or Low Priority

- Represent issues that have minimal impact on operations. These issues typically include minor bugs, cosmetic issues, or non-urgent feature requests.
- Resources are allocated based on other higher-priority tasks.

Example:

- Cosmetic UI issue: A minor alignment issue or visual inconsistency on a non-critical page of the application.
- Non-urgent feature request: A request for a new feature that does not impact core functionality and can be deferred until a future release. (Nice to have feature)

Low-severity bug: A bug that affects a rarely used feature or has a workaround available, causing minimal disruption to users.

2.5 Contractor Availability:

Contractor shall provide Critical Emergency Response 24/7. An issue is considered CRITICAL if the system is down, or performance is degraded to the point that services cannot be provided. Contractor shall provide the Department of Energy with direct access to designated Contractor staff to report emergencies. Help Desk availability is Monday through Friday, 8:00am to 5:00pm EST, excluding legal holidays. Phone and email messages received outside office hours will be collected and responded to during the next business hours. Accommodation will be made to meet with clients in other time zones upon advanced request from the client.

2.6 Hosting Services

Hosting services shall include all Microsoft licensing and IT infrastructure necessary to operate the ECOS application and database on the Microsoft Azure Government Cloud. The system availability goal during business hours will be 99% during each service month. Availability is defined as the percentage of time that the Software as a Service (“SaaS”) environment is operational and responsive to client and applicant access. In the case of an unplanned outage, Contractor shall provide a report on the cause, resolution and remediation based on the event.

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2.7. Service Level Requirements:

Without limiting the foregoing, Contractor agrees to the following Service Level Requirements:

State Requirements		
Req #	Requirement Description	Criticality
SLA -1	The Contractor's System support and maintenance shall commence upon the first day following the Unconditional Acceptance by the State of the deployed Solution for a period of one year or through the end of the Agreement term whichever comes first, and any extensions thereof.	M
SLA -2	The Contractor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Agreement, including providing upgrades and fixes as required.	M
SLA -3	The Contractor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Agreement.	M
SLA -4	All hardware and software components of the Contractor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within 60 days of release by their respective manufacturers. (RA-5)	M
SLA -5	The State shall have unlimited access, via phone or Email, to the Contractor technical support staff between the hours of 8:00am to 5:00pm- Monday through Friday EST.	M
SLA -6	Intentionally Left Blank	

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SLA -7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: a. Class A Deficiency- The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight hours per day and five days a week with an email/telephone response within two hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within 24 business hours of a request; b. Class B & C Deficiency–The State shall notify the Contractor of such Deficiencies during regular business hours and the Vendor shall respond back within 24 hours of notification of planned corrective action; The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Agreement.	M
SLA -8	The hosting server for the State shall be available 24 hours a day, seven days a week except for during scheduled maintenance.	M
SLA -9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M
SLA -10	If the Contractor is unable to meet the uptime requirement, The Contractor shall credit State's account in an amount based upon the following formula: (Total Agreement Item Price/365) x Number of Days Agreement Item Not Provided. The State must request this credit in writing.	M
SLA -11	The Contractor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M
SLA -12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M
SLA -13	The Contractor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M
SLA -14	The Contractor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M
SLA -15	The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M
SLA -16	For all maintenance Services calls, The Contractor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by.	P

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SLA -17	The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	P
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2.8 Department of Energy responsibilities:

- **Super User Identification** --The Department of Energy will designate one or more staff as ECOS Super Users who will receive technical support and comprehensive training from the Contractor Team. Super Users are the first point of contact for users of the system.:
- **User Support** –answer questions and provide guidance to resolve issues directly for staff at state and local agency levels.
- **Issue Resolution** - work with staff to resolve the issue directly and verify success.
- **Escalate Requests** –If support staff cannot answer a question or resolve an issue, they will escalate a support request to Contractor by submitting a request in the Work Ticket system.
- **Clarification Requests** – provide information requested by Contractor to clarify issues and help Contractor identify the solution.
- **Work Ticket Management** –Work with Contractor Help Desk to manage, review, prioritize, and schedule work tickets.
- **Project Meetings** –participate in project meetings with Contractor to share information, discuss project status, goals, and requirements.
- **New Feature Testing** – test and approve new features provided as Department-requested customizations.
- **Bugs and Data Fix Testing** –option to test all bug fixes and data fixes completed by Contractor for each software release.
- **Barrier Removal** – Work with Contractor to remove barriers to resolution of service issues.

Agency Compliance Documents are identified in Exhibit G.

3. ACTIVITY, DELIVERABLE, AND MILESTONE

Table B-3 DELIVERABLES

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PRELIMINARY WORK PLAN				
NEW HAMPSHIRE HOME ENERGY ASSISTANCE SOFTWARE				
ACTIVITY/DELIVERABLES/MILESTONES PRICING WORKSHEET		PROJECTED		
MILESTONES		DELIVERY	Responsibility	
PLANNING AND PROJECT MANAGEMENT			Primary	Secondary
1	Conduct Project Kickoff Meeting	September	JAI	NH DOE
2	Work Plan	October 2024	JAI/NHDOE	
3	Project Status Reports and Weekly Meetings	Weekly Reports	JAI	NH DOE
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	NA	NA	NH DOE
5	Security Plan	October 2024	JAI	NH DOE
6	Communications and Change Management Plan	October 2024	JAI	NH DOE
7	Software Configuration Plan	October 2024	JAI	NH DOE
8	Systems Interface Plan and Design/Capability (TREAT design)	November 2024	JAI	NH DOE
9	Testing Plan	November 2024	JAI	NH DOE
10	Data Conversion Plan and Design	December 2024	JAI	NH DOE
11	Deployment Plan	January 2025	JAI	NH DOE
12	Comprehensive Training Plan and Curriculum	February 2025	JAI	NH DOE
13	End User Support Plan	February 2025	JAI	NH DOE
14	Business Continuity Plan	February 2025	JAI	NH DOE
15	Documentation of Operational Procedures	February 2025	JAI	NH DOE
CUSTOM MODIFICATIONS				
16	Requirements and Design	December 2024	JAI	NH DOE
17	Development and Unit Testing	March 2025	JAI	
18	Execute Sample Data Conversion	February 2025	JAI	
19	Test Data Conversion	February 2025	JAI	NH DOE
20	Pre Go Live Data Conversion	June 2025	JAI	
INSTALLATION AND LICENSING				
	Setup and Install Test/Training Site	December 2024	JAI	
22	Provide Software Licenses if needed	January 2025	JAI	
	Configuration of the Test/Training Site	March 2025	JAI	NH DOE
23	Provide Software with Data Conversion Fully Tested	May 2025	JAI	
TESTING				
25	Conduct Integration Testing	June 2025	JAI	NH DOE
26	Test In-Bound and Out-Bound Interfaces	June 2025	JAI	
30	Conduct Regression Testing	July 2025	JAI	
27	Conduct User Acceptance Testing	June 2025	NH DOE	JAI
28	Conduct System Performance (Load/Stress) Testing	June 2025	JAI	
29	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning	June 2025	JAI	
24	Software Configured and Operational to Satisfy State Requirements	July 2025	JAI	NH DOE
SYSTEM DEPLOYMENT				
34	Setup and Install Configured Production Site	June 2025	JAI	
35	Converted Data Loaded into Production Environment	July 2025	JAI	
36	Provide Tools for Backup and Recovery of all Applications and Data	July 2025	JAI	
40	Execute Security Plan	August 2025	JAI	
37	Conduct Training	July 2025	JAI	NH DOE
38	Cutover to New Software	August 2025	JAI	NH DOE
39	Provide Documentation	August 2025	JAI	
21	Post Go Live Data Conversion	October 2025	JAI	
OPERATIONS				
41	Ongoing Hosting Support	August 2025	JAI	
42	Ongoing Support & Maintenance	August 2025	JAI	
43	Conduct Project Exit Meeting	October 2025	JAI	NH DOE

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BUSINESS/TECHNICAL REQUIREMENTS AND DELIVERABLES

4. DELIVERABLE REVIEW AND ACCEPTANCE

4.1 Non-Software and Written Deliverables Review and Acceptance

The Contractor shall provide a written Certification that a non-software, written deliverable (such as the Test Plan) is final, complete, and ready for Review. After receiving such Certification from the Contractor, the State will Review the Deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five business days of the State's receipt of the Contractor's written Certification; provided that if the State determines that the State needs more than five days, then the State shall be entitled to an extension of up to an additional 10 business days. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional Acceptance, and the Contractor shall correct the Deficiency or resolve the condition to Acceptance within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable or resolution of condition is identified, the Contractor shall correct the Deficiency in the Deliverable or resolve the condition within five business days or such longer period as the State (in its sole discretion) may agree. Upon receipt of the corrected Deliverable, the State shall have five business days to review the Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the Review Period up to five additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Agreement, declare the Contractor in default, and or pursue its remedies at law and in equity.

4.2 Software Deliverables Review and Acceptance

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Acceptance and Testing Services described herein.

4.3 Number of Deliverables

Unless the State otherwise specifically agrees in writing, in no event shall the Contractor certify for testing and deliver to the State more than three Deliverables for review or testing at one time. As the State accepts a Deliverable, an additional Deliverable may be presented for review but at no time can the Deliverables exceed three at a time without the authorization of the State.

4.4 Conditional and Unconditional Acceptance

By accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

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5. CHANGE ORDER

The State may make changes, revisions or request enhancements to the Scope of Work at any time by written Change Order. The State originated changes, revisions or enhancements shall be approved by the Department of Information Technology. Within five business days of Contractor's receipt of a Change Order, Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, and the Work Plan.

Contractor may propose a change within the scope of the Agreement by written Change Order, identifying any impact on cost, the Schedule, and the Work Plan. The State shall acknowledge receipt of Contractor's requested Change Order within five business days. The State Agency, as well as the Department of Information Technology, must review and approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the Parties are unable to reach an agreement in writing within 30 days of receipt of the Change Order.

Change orders resulting in an increase of Price Limitation, an extension of time for Agreement completion or a significant change to the scope of the Agreement may require approval by the Governor and Council.

A Change Order which is accepted and executed by both Parties, and if applicable approved by Governor and Council, shall amend the terms of this Agreement.

6. IMPLEMENTATION SERVICES

The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan.

The Contractor shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and Report status.

The Contractor and the State shall adopt a Change Management approach to identify and plan key strategies, communication initiatives, and training plans.

7. PROJECT MANAGEMENT

The Contractor shall provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, and other documents used in the management and tracking of the project. The State believes that effective communication and Reporting are essential to Project success. The Contractor shall employ effective communication and Reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Agreement.

The Project requires the coordinated efforts of a Project Team consisting of both Contractor and State personnel. Contractor shall provide all necessary resources to perform its obligations

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under the Agreement. Contractor is responsible for providing all appropriate resources and personnel to manage this Project to a successful completion.

The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to one year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

The State may, at its sole expense, conduct reference and background screening of the Contractor's Project Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Agreement.

The Contractor shall be responsible for knowledge transfer between all Contractor project teams for all deliverables defined in this Agreement.

7.1 The Contractor Key Project Staff

7.1.1. The Contractor's Agreement Manager

Contractor shall assign an Agreement Manager who will be responsible for all Agreement authorization and administration, including but not limited to processing Agreement documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Agreement administrative activities. Contractor's Agreement Manager is:

John Joseph, CEO
(207) 462-4092
jjoseph@jaisoftware.net

7.1.2. The Contractor's Project and Technical Managers

Contractor shall assign a Project Manager and a Technical Lead who are qualified to perform or supervise the Contractor's obligations under this Agreement. Contractor's Project Manager is: Rhett Eldridge

(207) 462-4092
reldridge@jaisoftware.net

Contractor's Technical Lead is:

Nick Faneuff
(207) 462-4092
Nfaneuff@jaisoftware.net

Contractor's selection of the Project Manager and Technical Lead shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Project Manager's or Technical Lead's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Project Manager or Technical Lead who, in

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the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

Project Manager and Technical Lead must be qualified to perform the obligations required of the position under the Agreement, shall have full authority to make binding decisions under the Agreement, and shall function as Contractor's representative for all administrative and management matters. Project Manager and Technical Lead must be available to promptly respond during normal Business Hours within two hour(s) of inquiries from the State, and be at the site as needed. Project Manager must work diligently and use his/her best efforts on the Project.

7.1.3. Change of Project Manager or Technical Lead

Contractor may not replace the Project Manager or Technical Lead or change its assignment of Project Manager or Technical Lead without providing the State written notice and obtaining the prior approval of the State of the replacement Project Manager or Technical Lead. State approvals for replacement of Project Manager and Technical Lead shall not be unreasonably withheld. The replacement Project Manager or Technical Lead is subject to the same requirements and Review as set forth above. Contractor shall assign a replacement Project Manager or Technical Lead within 10 business days of the departure of the prior Project Manager or Technical Lead, and Contractor shall continue during the 10 business day period to provide competent project management Services through a qualified interim Project Manager or Technical Lead.

7.1.4. The Contractors Additional Key Project Staff

The State considers the following individuals to be Key Project Staff for this Project:

Thomas Mauritzen, System Architect
Emma Doering, Client Support Manager
Christian Kimball, System Administrator
Joseph Graham, Software Engineer
Richard Valdez, Senior SQL Developer
Jesse Castro, Senior Software Engineer
Raul Rojo, Jr., Infrastructure Engineer
Raymundo Gatacelo, Software Engineer
Ralph Ramos, Software Engineer
Richard Darling, PE Professional Engineer
Eddie Powers, Client Support Specialist
Jacob Lapierre, System Support

The State reserves the right to require removal or reassignment of Key Project Staff who are found unacceptable to the State. Contractor shall not change Key Project Staff commitments without providing the State written notice and obtaining the prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

7.1.5. Termination for Lack of Project Management and Key Project Staff

Notwithstanding any other provision of the Agreement to the contrary, the State shall have the option to terminate the Agreement, declare Contractor in default and to pursue its remedies at law and in equity, if Contractor fails to assign a Project Manager and/or Key Project Staff meeting the requirements and terms of the Agreement or if the State is dissatisfied with Contractor's replacement of the Project Manager and/or Key Project Staff.

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7.2 The State Key Project Staff

7.2.1. The State Agreement Manager

The State shall assign an Agreement Manager who shall function as the State's representative with regard to Agreement administration. The State Agreement Manager is:

Shannon Nolin
(603) 369-2558
Shannon.M.Nolin@Energy.NH.gov

7.2.2. The State Project Manager

The State shall assign a Project Manager. The State's Project Manager is:

Shannon Nolin
(603) 369-2558
Shannon.M.Nolin@Energy.NH.gov

The State Project Manager's duties shall include the following:

- a. Leading the Project;
- b. Engaging and managing all Contractors working on the Project;
- c. Managing significant issues and risks;
- d. Reviewing and accepting Agreement Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of Change Orders;
- g. Managing stakeholders' concerns.

8. WORK PLAN

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within 14 days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers. The plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and The Contractor's team members), refine the Project's scope, and establish the Project's Schedule.

The preliminary Work Plan created by the Contractor and the State is set forth below.

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PRELIMINARY WORK PLAN				
NEW HAMPSHIRE HOME ENERGY ASSISTANCE SOFTWARE				
ACTIVITY/DELIVERABLES/MILESTONES PRICING WORKSHEET		PROJECTED		
MILESTONES		DELIVERY	Responsibility	
PLANNING AND PROJECT MANAGEMENT			Primary	Secondary
1	Conduct Project Kickoff Meeting	September	JAI	NH DOE
2	Work Plan	October 2024	JAI/NHDOE	
3	Project Status Reports and Weekly Meetings	Weekly Reports	JAI	NH DOE
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	NA	NA	NH DOE
5	Security Plan	October 2024	JAI	NH DOE
6	Communications and Change Management Plan	October 2024	JAI	NH DOE
7	Software Configuration Plan	October 2024	JAI	NH DOE
8	Systems Interface Plan and Design/Capability (TREAT design)	November 2024	JAI	NH DOE
9	Testing Plan	November 2024	JAI	NH DOE
10	Data Conversion Plan and Design	December 2024	JAI	NH DOE
11	Deployment Plan	January 2025	JAI	NH DOE
12	Comprehensive Training Plan and Curriculum	February 2025	JAI	NH DOE
13	End User Support Plan	February 2025	JAI	NH DOE
14	Business Continuity Plan	February 2025	JAI	NH DOE
15	Documentation of Operational Procedures	February 2025	JAI	NH DOE
CUSTOM MODIFICATIONS				
16	Requirements and Design	December 2024	JAI	NH DOE
17	Development and Unit Testing	March 2025	JAI	
18	Execute Sample Data Conversion	February 2025	JAI	
19	Test Data Conversion	February 2025	JAI	NH DOE
20	Pre Go Live Data Conversion	June 2025	JAI	
INSTALLATION AND LICENSING				
	Setup and Install Test/Training Site	December 2024	JAI	
22	Provide Software Licenses if needed	January 2025	JAI	
	Configuration of the Test/Training Site	March 2025	JAI	NH DOE
23	Provide Software with Data Conversion Fully Tested	May 2025	JAI	
TESTING				
25	Conduct Integration Testing	June 2025	JAI	NH DOE
26	Test In-Bound and Out-Bound Interfaces	June 2025	JAI	
30	Conduct Regression Testing	July 2025	JAI	
27	Conduct User Acceptance Testing	June 2025	NH DOE	JAI
28	Conduct System Performance (Load/Stress) Testing	June 2025	JAI	
29	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning	June 2025	JAI	
24	Software Configured and Operational to Satisfy State Requirements	July 2025	JAI	NH DOE
SYSTEM DEPLOYMENT				
34	Setup and Install Configured Production Site	June 2025	JAI	
35	Converted Data Loaded into Production Environment	July 2025	JAI	
36	Provide Tools for Backup and Recovery of all Applications and Data	July 2025	JAI	
40	Execute Security Plan	August 2025	JAI	
37	Conduct Training	July 2025	JAI	NH DOE
38	Cutover to New Software	August 2025	JAI	NH DOE
39	Provide Documentation	August 2025	JAI	
21	Post Go Live Data Conversion	October 2025	JAI	
OPERATIONS				
41	Ongoing Hosting Support	August 2025	JAI	
42	Ongoing Support & Maintenance	August 2025	JAI	
43	Conduct Project Exit Meeting	October 2025	JAI	NH DOE

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 Date: 9/5/25
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9. ACCEPTANCE & TESTING SERVICES

User Acceptance Testing (UAT) is a critical phase where an end-user can validate ECOS functionality before deployment. The plan outlines the key steps involved in conducting UAT using Microsoft Azure DevOps. This includes planning the test, executing the test, documenting the results, and analyzing the outcomes. The User Acceptance Testing plan includes a predefined library Test Suite, and Test Cases to test the core ECOS Product. As changes, updates, and new functionality is added to ECOS, Contractor shall create new Tests and add them to the ECOS UAT Library.

10. Planning the Test

Test Suites group related test cases together for better organization. Contractor shall create Test Suites in Azure DevOps to categorize tests by features or user stories.

Test Plans outline the scope, objectives, and resources for testing activities. Contractor shall create Test Plans to define testing strategies, timelines, and responsible team members.

Test Cases specify detailed steps to validate system functionality. Contractor shall define Test Cases within Test Plans, detailing input data, expected outcomes, and acceptance criteria.

11. Executing the Test

Assign Test Cases: Contractor shall assign Test Cases to testers within Azure DevOps, ensuring clear responsibilities.

Execute Tests: Testers run assigned Test Cases, following defined procedures, and capturing results in Azure DevOps.

Record Defects: Testers report any issues encountered during testing in Azure DevOps, providing detailed descriptions and steps to replicate.

12. Documenting the Test Results

Capture Test Data: Contractor shall record actual results, including screenshots, logs, and any deviations from expected outcomes.

Update Test Cases: Contractor shall update Test Cases in Azure DevOps with actual results and mark them as passed or failed.

Generate Reports: Contractor shall use Azure DevOps reporting features to generate detailed test result summaries for stakeholders.

13. Analyzing the Test Results

Progress Reports in Azure DevOps: Contractor shall utilize progress reports in Azure DevOps to track test execution status, defect resolution, and overall testing progress/outcomes.

Identify Trends: Contractor shall analyze test results to identify common issues, trends, or areas requiring further attention.

Iterative Improvement: Contractor shall utilize insights from test analysis to refine testing strategies, update Test Cases, and enhance the testing process for future iterations.

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14. MAINTENANCE, OPERATIONS AND SUPPORT

14.1 System Maintenance

The Contractor shall maintain and support the System in all material respects as described in the Agreement, through the Completion Date. The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

14.2 System Support

The Contractor must perform on-site or remote technical support in accordance with the Agreement, including without limitation the requirements, terms and conditions contained herein.

14.3 Support Obligations

The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Agreement.

The Contractor shall maintain a record of the activities related to Warranty repair or maintenance activities performed for the State.

For all maintenance Services calls, the Contractor shall ensure the following information will be collected and maintained:

- i. nature of the Deficiency;
- ii. current status of the Deficiency;
- iii. action plans, dates, and times;
- iv. expected and actual completion time;
- v. Deficiency resolution information;
- vi. resolved by;
- vii. identifying number i.e. work order number; and

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viii. issue identified by.

The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:

- i. mean time between Reported Deficiencies with the Software;
- ii. diagnosis of the root cause of the problem; and
- iii. identification of repeat calls or repeat Software problems.

If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies as defined in the P-37 General Provisions, Provision 8, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable License fees, within 90 days of notification to the Contractor of the State's refund request.

14.4 Agreement Warranties and Representations

14.4.1. System

The Contractor warrants that any Systems provided under this Agreement will operate and conform to the Specifications, terms, and requirements of this Agreement.

14.4.2. Software

The Contractor warrants that any Software provided as part of this Agreement, including but not limited to the individual modules or functions furnished under the Agreement, is properly functioning within the System, compliant with the requirements of the Agreement, and will operate in accordance with the Specifications and terms of the Agreement.

For any breach of the above Software warranty, in addition to all its other remedies at law and in equity, at the State's option the Contractor shall:

- a. provide the correction of program errors that cause breach of the warranty, or if Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or
- b. the re-performance of the deficient Services, or
- c. if Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Contractor for the deficient Services.

14.4.3. Compatibility

Contractor warrants that all System components, including but not limited to the components provided, any replacement or upgraded System Software components provided by Contractor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

14.4.4. Services

Contractor warrants that all Services to be provided under this Agreement will be provided expediently, in a professional manner, in accordance with industry standards and that

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Services will comply with performance standards, Specifications, and terms of the Agreement.

10.4.5 Limitations

Without limiting Paragraph 13 of the General Conditions or paragraph 11.3.4 below, Contractor shall have no liability for any incidental, consequential, indirect, special, or punitive damages in connection with this Agreement, regardless of the form of the action, whether in contract, tort (negligence), strict liability or otherwise. Furthermore, Contractor's liability shall not exceed the amounts paid pursuant to this Agreement or the required insurance coverages, whichever is greater, except in the case of responding to a data breach as detailed in paragraph 11.3.4 below. Any obligations hereunder are contingent upon use of ECOS ("Licensed Software") in accordance with the instructions, documentation and training furnished by Contractor under the terms of this Agreement. Contractor's obligation to repair or replace the Licensed Software will not apply to the extent that failure of the Licensed Software is related to the State's installation or operated in a manner inconsistent with the Licensed Software's documentation, the negligence of or misuse by the State, fire or other external causes, or is related to the State subjecting the Licensed Software to conditions beyond normal environmental operating conditions or unusual physical and/or electrical stress.

15. DATA PROTECTION

Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.

All data obtained by the Contractor in the performance of this Agreement and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.

Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this Agreement.

At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

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The Contractor shall not use any information collected in connection with the service issued from this Agreement for any purpose other than fulfilling the service.

15.1 Data Location

The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the Agreement, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the agreement.

15.2 Security Incident Or Data Breach

The Contractor shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.

Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Agreement. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the Agreement.

Security Incident Reporting Requirements: the Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.

Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) immediately notify the appropriate State identified contact and (2) take commercially reasonable and consistent with industry best practices measures to address the data breach in a timely manner.

15.3 Breach Responsibilities

15.3.1. This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third-party designee hosting the data as agreed upon by the Contractor and the State.

15.3.2. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

15.3.3. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time

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is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:

- a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
- b. promptly implement necessary remedial measures, if necessary; and
- c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

15.3.4. Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its Agreement obligation or the third-party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third-party hosting company shall bear the costs associated with:

- a. the investigation and resolution of the Data Breach;
- b. notifications to individuals, regulators or others required by State law;
- c. a credit monitoring service required by State (or federal) law;
- d. a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and
- e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Agreement's limitation of liability.

16. SOFTWARE AGREEMENT

The Contractor shall provide the State with access to the Software Licenses and Documentation set forth in the Agreement, and particularly described Exhibit D: Software Agreement.

17. ADMINISTRATIVE SERVICES

The Contractor shall provide the State with the Administrative Services set forth in the Agreement, and particularly described in Exhibit E: Administrative Services.

18. TRAINING

The Contractor shall provide the following Training Services:

Contractor shall utilize a Train the Trainer model to ensure sustainability and continuity of knowledge transfer at NH DOE and for the local agencies. The training package shall include in-person training, online webinars, and one-on-one training with staff. Training shall be provided to four key user groups: Administrative, Programmatic, Technical, and Fiscal. The Department of Energy shall designate individuals as Super Users from each agency to serve as trainers for new employees. They will also provide the first point of contact for questions from users in their respective agencies. Super Users will be included in all user trainings modules.

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Each User Group shall receive a series of customized training modules specifically designed to meet program requirements for each Group. Staff may be assigned to several user groups. Training modules will be provided to each User Group.

Summary Training Curriculum	
User Groups	Training Modules
Administrative	Program Administration System Administration Agency Staff Contractor Management
Programmatic	Workflow & Customer Communications Intake & Eligibility
Technical	Energy Audit and Job Job Management
Fiscal	Grant Management Invoicing & Payments
Super Users	All Modules including; Program Monitoring Program Configuration

The training schedule will be organized into several phases:

- Phase I – Remote training via webinars will be provided to staff in the Administrative User Group at NH DOE and the local agencies. This training is intended to provide an overview of how the system is configured including programs, user accounts, and setting up agencies, agency employees, vendors, and contractors.
- Phase II – In person training will be provided to staff who fit into the Programmatic, Technical and Fiscal user groups. This training will be focused on the staff who deliver services directly to clients. This training can be achieved through one statewide training over several days or it can be completed in person with a few agencies at a common location. During these sessions, users will have the opportunity to engage directly with the trainers, ask questions, and participate in practical exercises tailored to their respective roles. These in-person sessions shall be designed to deepen the understanding of the system and allow for real-time troubleshooting and clarification of any complexities.

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- Phase III – This training is to be completed one on one or in a user group setting and may be conducted remotely. These remote training sessions shall be designed to reinforce the core concepts and functionalities of the system. This includes real-time webinars and online training modules, providing the flexibility for users to access training at their convenience. These sessions will cover topics specific to each user group.

Overall, the training approach shall accommodate different learning styles and preferences, ensuring that each user group receives the necessary knowledge and skills to effectively utilize the system. The train the trainer model shall be designed to train selected individuals from NH DOE and each user group to serve as internal trainers and assure self-sufficiency and ongoing skill development within the organization. The approach shall be designed not only to provide a scalable solution for continuous training but also to foster an environment of knowledge sharing and collaboration across different user groups.

ECOS shall incorporate a built-in user manual accessible directly within the platform, that provides comprehensive and detailed guidance and instructions on its features and functionalities. This manual shall be designed to be intuitive and easily navigable, ensuring users can quickly find the information they need. In addition, ECOS shall integrate an online help system, that offers immediate assistance from within the interface, enabling users to receive guidance specific to the page they are viewing.

ECOS shall provide a library of training videos covering various aspects of the system, catering to different learning preferences. These videos shall deliver visual and auditory learning experiences, allowing end users to grasp concepts effectively and at their own pace.

As changes are made to the ECOS code, the user manual, online help system, and interactive online videos, Contractor shall update these resources and disseminate them to the ECOS Community of users.

Assigned staff on the project team will collaborate closely with the Contractor's project team throughout the entire project lifecycle. The Department of Energy shall designate project team members to work together with the Contractor's team. Team members will be expected to be Super Users of ECOS once the software is implemented.

From the outset, team members will actively participate in identifying and documenting the specific requirements, ensuring that the software aligns with the unique needs and operational nuances of the state's systems and processes. This collaborative effort will involve thorough analysis, feedback gathering, and validation of requirements to guarantee that the software solution is tailored to address the state's distinct challenges and objectives.

With any proposed software change, team members will be integrated to assist with the design phase and provide insights, feedback, and perspectives from the state's operational

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standpoint. Contractor shall utilize team member input to steer the project towards solutions that are not only technologically sound but also operationally feasible and aligned with the state's strategic objectives, to mitigate scope creep by continuously evaluating proposed changes against the project's objectives, to ensure that any modifications align with the initial scope and goals, and to maintain project focus.

Contractor shall provide a detailed curriculum prior to the training process.

19. MERCHANT CARD SERVICES

Not Applicable

20. TERMS AND DEFINITIONS

Terms and Definitions applicable to this Agreement are identified in Exhibit F: Terms and Definitions.

21. CONTRACTOR'S CERTIFICATES

Required Contractor Certificates are attached in Exhibit G.

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Section III: Responses to Requirements and Deliverables

We have provided a response to each Requirement listed in this table. Most of the requirements are standard with the ECOS solution. We have identified items needing customization and we have provided flat prices for each.

BUSINESS REQUIREMENTS					
State Requirement			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
GENERAL SPECIFICATIONS					
B1.1	Data Migration: The cloud-based database must be able to upload data from the LIHEAP database (SQL 2019) and other systems into the cloud-based database in order to create and maintain the previous program participants and a WAP waiting list, including tracking and archiving from the list units that have been previously weatherized. Existing applications or data must be migrated into the new cloud-based database to assure that the transition will be accompanied with minimal manual intervention and impact on NHDOE staff	M	No	Custom	<p>ECOS is able to upload data from SQL and other systems. However, each data migration is a customized service. This service is described in Section IV of this response and is included in the Work Plan and Budgets for the project. In summary: We work with our client's staff to review requirements and carefully formulate a data migration plan to meet each client's specific needs. The migration strategy key goal will be minimal manual intervention by NHDOE staff in the transition process. We have migrated legacy data as part of the configuration process for each of our clients. Below is a partial list of LIHEAP and Utility Assistance Data to be migrated, please note that this list is intended for informational purposes, and it is not exhaustive.</p> <ul style="list-style-type: none"> • Household/residence information – street address, mailing address, phone number(s), email address, housing type, own/rent, rental info (Utilities included? Subsidized? Current eviction notice?), rent/mortgage amounts, number of rooms, interest in weatherization (y/n) • Information on each person in the household – Full name, date of birth, SSN, gender, race, ethnicity, veteran status, student status, last grade completed, health insurance status • Employment information for every adult (18+) - Employed (y/n), Receiving unemployment? Employed by someone else or self-employed? Full-time student? • Income information for every adult in the household (18+) - Income source, type, frequency, dates, and amounts per household member. Income could include paychecks, SS, SSI, or SSDI, Cash Assistance, Pensions, Retirement withdrawals, Income reported on taxes, etc. • Heating information – Heating provider name, account number, primary

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					<p>heating type, 1 year at current address (y/n), current fuel amount, current disconnect notice (y/n), secondary heating type (if applicable)</p> <ul style="list-style-type: none"> • Electric information – Electric provider name, account number, customer name on bill • Information related to program – prior year case numbers, status (enrolled, denied, etc.), FAP benefit amounts, EAP discount tier level, eligibility, vendor and landlord information (name, address, contact info, type, etc.), payment information (vendor, date, amount) <p>Custom software is used to manage FAP and EAP. The FAP/EAP data is located on multiple Microsoft SQL 2019 databases.</p> <p>The WAP Data migration will have demographic and basic funding data that they want imported into the new database. This will function as a master list of homes that have received WAP, and the measures installed. WAP data is contained in flat files and not imported from a database. NHWAP currently does not have a centralized database. The CAAs manage their WAP programs using a variety of methods, i.e., Excel, Access. An estimate of data quantity to be migrated has not been established</p> <p>-The data is located on multiple Microsoft SQL 2019 databases. Yes, data migration for WAP will need to be completed. However, the data for WAP will be contained in flat files and not imported from a database. An estimate of data quantity to be migrated has not been established.</p> <p>-different databases for each local agency (5).</p> <p>-133.9 GB of data over last 4 years that will likely need to be migrated.</p> <p>Flat cost for data migration is \$78,000.</p>
B1.2	Supports all major web browsers with responsive design to work with various screen resolutions. Support use of software on portable devices such as; smart phones, I pads, tablets	M	Yes	Standard	Can be demonstrated

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B1.3	The cloud-based database must perform all tasks necessary to provide end users with a single point of access that includes	M	Yes	Standard	All ECOS data is hosted on one common SQL Server Database.
	information such as: administrative and fiscal data; client intake, eligibility and supporting documentation, and property and whole-house assessment data				
B1.4	Capability to maintain and edit data for individuals and families (including individuals sharing a household) at any point in time and with traceable history of edits and how they are linked. Changes pre-populate all programs. Capability to remove duplicate client records. Capability to merge partial separate records on the same individual and family.	M	Yes	Standard	Can be demonstrated.
B1.5	The cloud-based database must accept data input by the State and Subgrantees using multiple funding sources for the purposes of reimbursement and eligibility. Reimbursement can be received through multiple funding sources and must be tracked separately by program year, funding source, measure, client, and unit	M	Yes	Standard	Can be demonstrated.

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B1.6	The cloud-based database needs to have the capacity to accept on line applications, electronic signatures and document uploads/downloads with security assurances throughout the system. Must have a multi-lingual option. Must provide a method of aging and retrieving uploaded applications and documentation to be associated with a particular	M	Yes	Standard	Can be demonstrated.
	applicant's record. Allow applicant to edit, view and upload to the application until it is submitted. Once submitted for processing, ability for applicant to check application status and agency download for processing. Include a timeframe for applications ie: after 30 days of no activity, online application is no longer valid.				

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B1.7	Ability and option to do electronic payments to vendors or check writing through the system with related accounting functions such as; invoice entry, check reconciliation, 1099s	M	No	Custom	<p>In ECOS current version, payments are approved in the ECOS application, and a file is sent to the State accounting system for check writing and wire transfers and accounting. The current system will need to be customized so that the CAA can make payments and generate accounting reports and 1099's. The agencies will have two options.</p> <p>Option 1: ECOS is connected to QuickBooks to perform electronic payments, check writing and business accounting functions. Option 2: ECOS generates files to be used in the agency accounting system to make payments. In Summary: Each local agency will be managing the payments approval, check writing and accounting at the local level.</p> <p>Our proposal is to provide the agencies with a one or two-way data sharing process with the QB accounting systems.</p> <p>Payments to fuel vendors for FAP will be made by the CAAs. Local agencies will also need the capacity to manage their own budgets for different funding sources used to pay heating assistance benefits. The ECOS/QB data exchange will allow for multiple accounts and provide the ability to select the account from which payment is being made. Payments would need to be tracked to a funding source/code.</p> <p>Each agency will have a budgeted amount for FAP benefits. This amount will need to be tracked in the system for payments and obligation limits for each agency.</p> <p>Flat cost for system modification for Accounting Interface and Local Agency Payments is \$60,000.</p>
B1.8	Capability to import customer data	M	Yes	Standard	Capability can be demonstrated to import customer data or service data from a

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	or service data from a flat file or other external source. Capability to upload documents, files and images so that files may be audited online or electronically; accept scanned supporting documents while associating those files with a given beneficiary's records				flat file or other external source. Also, capability to upload documents, files and images so that files may be audited online or electronically; accept scanned supporting documents while associating those files with a given beneficiary's records.
B1.9	Ability for NHDOE to access all subgrantee records in one combined access point. Ability to choose by agency or a Statewide search Ability to process vendor files and agreements into system with data recording on case record.	M	Yes	Standard	Can be demonstrated.
B1.10	Ability to process vendor files and agreements into system with data recording on case record.	M	Yes	Standard	Can be demonstrated
B1.11	Software must include basic customization tools to allow Agency System Administrators the ability to update maintenance tables such as towns, landlords and employers, and business rules to correspond with program rules, create an online library of commonly used forms.	M	Yes	Standard	Can be demonstrated.
B1.12	Ability to retain participant data from one program year to the next to allow for pre populating a new year's application. Application would be assigned a new program year and case number.	M	Yes	Standard	Can be demonstrated.

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B1.13	System must be able to support	M	Yes	Standard	The Azure Cloud can grow in increments to meet future needs. There are no
	175 users with growth in the future, along with online users.				constraints in ECOS regarding the number of users.
B1.14 + Quest. 22	Ability to perform a nightly EDI transmission to the respective utility for the EAP	M	No	Custom	JAI will provide the nightly transfer of EAP data to utilities. We anticipate this file will be customized for each utility. Flat cost for system modification to complete nightly data transfers to utilities is \$12,000. JAI will create a new contractor portal to address the States response to question 22. Flat cost for this is \$30,000.
B1.15	Ability to track eligibility time period and provide a method of managing the cases requiring recertification.	M	Yes	Standard	Can be demonstrated.
B1.16	Provide ability to perform accounting functions such as; Fiscal Budgets and Monthly and Quarterly Expenditures, Balance Sheet, Income Statement, Annual Audit System, vendor payments and associated financial functions to meet program fiscal requirements ie; check reconciliations, payment lookups, invoice entry, produce 1099s for landlord payments, voided checks, refunds are returned to client record and tracked.	M	No	Custom	ECOS tracks all financial data related to program activities. ECOS will connect to QuickBooks for the more traditional accounting and payment functions. See B1.7 above for options.

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B1.17	The cloud-based database must be capable of importing data from the NH specific energy audit, currently Targeted Retrofit Energy Analysis Tool (TREAT) and attach to a particular case record. Data from the TREAT tool can be	M	No	Custom	<p>We will need to write scripts to import the required data fields from TREAT into ECOS. An HPXML protocol is designed to be a standard for data transfers between energy program software. The data transfer is one-way import of energy audit data into ECOS. This process will bypass the ECOS Energy Audit functions and allow a job to be created without an ECOS energy audit.</p> <p>An example of a standard TREAT export has 18 pages of data. Each page has 50</p>
	exported/imported in the following formats; PDF, Excel, HPXML or Word.				<p>rows of fields/data. Estimated mapping of data fields is in excess of 500. At this time, we do not have a full understanding of what data would be transferred and what the process requirements would be as to how this data is used in ECOS. We anticipate working closely with the NH project team to clarify the requirements.</p> <p>We would create the ability to import TREAT audit data on the building summary screen. Users could see the data that was imported in the file within ECOS through a new screen designed to show what data from a 3rd party audit is being imported for the audit and measures. All other audit menu items would not be visible. The TREAT audit and SIR data would bypass ECOS audit analysis. If there are changes to the audit and job after the data transfer from TREAT, the user would need to re-run the audit in TREAT and re-import the data into ECOS.</p> <p>Flat cost for system modification for Accounting Interface and Local Agency Payments is \$57,000.</p>
B1.18	Ability to update vendor files including a check off for vendor requirements met. Ability to activate and de activate vendors.	M	Yes	Standard	Vendors can be deactivated if all contract requirements are not met. ECOS provides a vendor management feature that includes contract related data. Deactivated vendors cannot be selected for payment.
B1.19	Ability to track case benefit amounts and payments and balances. Ability to limit expenditures based on benefit provided, contract limits, expenditures per home.	M	Yes	Standard	Can be demonstrated.

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B1.20	Support multiple programs, each with different requirements and data fields. The system must have ability to support new programs as they arise.	M	Yes	Standard	Can be demonstrated.
B1.21	Ability to update programs as needed with changes such as: eligibility determination, benefit levels, reporting requirements within a 5-day period, notification and vendor letters.	M	Yes	Standard	State administrators can modify income eligibility requirements through configuration. The remaining items in the requirement can be done within 5 days provided the request is not a new functionality or requires major code changes.
REPORTING					
B2.1	Capability to dynamically generate reports based on selected parameters, dates and other terms. Such parameters may include; starting date, ending date, gender, family size, income level, zip code, ward, age, educational level completed, source of income, program or service provider, type of housing. Capability to store reports history for repeated use. Capability to export a user- created report to a Word document, Excel or Adobe.	M	Yes	Standard	ECOS dynamically generates real-time reports based on a broad range of selectable parameters through report filters. Report filters can be expanded. ECOS creates reports in Word, Excel, and Adobe. User created reports can be exported in Word, Excel, or Adobe. Can be demonstrated.
B2.2	Capability to produce required Federal Reports for FAP and WAP and State specific reports.	M	Yes	Standard	ECOS includes standard State and federal reports that can be demonstrated. Customized State reports will be developed for NH as part of the configuration during the implementation process.
B2.3	Fraud detection mechanisms to provide a system wide check across all subgrantees via a SSN check to prevent duplication of services. Pop up with information of which agency application is active at.	M	Yes	Standard	ECOS flags duplicate individuals in the database using First Name, Last Name, SSN, Gender, and DOB. We will need to add the agency name to the popup.

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B2.4	Provide a mechanism for Agency and subgrantee, if authorized, to IMPORT/EXPORT data directly to/from proposed database (using XML or similar protocol). This would include the ability to generate real-time reports to support service delivery, planning, monitoring, quality assurance, scheduling appointments and other reporting requirements.	M	No	Custom	<p>ECOS provide several mechanisms to EXPORT data. As described in Section IV, Topic 4</p> <p>In summary: Downloads of program data are available through the data export features in ECOS. (Excel or CVS files). Can be demonstrated.</p> <p>Exports from ECOS can be uploaded into agency data systems or can be used for planning and program analysis. State staff with DB skills can be provided access to SSRS/SSMS for exporting data and creating reports.</p> <p>Any data imports into ECOS, including creating a mechanism for importing, requires the involvement of the JAI and would be a custom project.</p>
					No cost can be provided in proposal for Import Feature. Basic requirements are needed to provide an estimate.
B2.5	System updates that keep NH DOE programs in compliance with grantees are included as part of ongoing maintenance	M	Yes	Standard	This service is described as an ongoing service in the ECOS M&S Agreement.
B2.6	Capability for staff persons to generate a report of pending follow -up actions needed.	M	Yes	Standard	Can be demonstrated.
B2.7	Provide a process where the program years are defined and a "rollover" of the current applications in system convert to the new program year. The rollover will automatically de- obligate all case benefits. Retain household data to pre-populate new applications in subsequent years. Retain data in an accessible manner for a period of 5 years.	M	Yes	Standard	Can be demonstrated.
SECURITY					

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B3.1	Personally Identifiable Information (PII) must be encrypted during transit, use and at rest.	M	Yes	Standard	Can be demonstrated.
B3.2	Ability to provide vendors with a secure method ie: portal to upload and download participant documents., check on eligibility status and benefit amount.	M	Yes	Standard	Can be demonstrated for FAP vendors.
B3.3	System administration permissions and ability to assign user security levels. Ability to add, disable, and delete users and agencies. Ability to assign administrators within the agency to manage their users. Administrative access must	M	Yes	Standard	Administrators assign user to roles according to the users position in the organization.
	operate within SSO.				
B3.4	Back-up of Data: Security of the web-based database must also include an automatic backup of all data entered in a secure secondary location on a daily basis.	M	Yes	Standard	Described in Section VI, Topics 19, 20.
B3.5	The Vendor shall ensure all applicable technologies used will meet appropriate security configurations. For example, this may include, but is not limited to, current components of the National Institute of Science and Technology (NIST) SP 800 series guidelines, Open Web Application Security Project (OWASP) Top 10 vulnerabilities list, and Social Security Administration (SSA) requirements.	M	Yes	Standard	Part of SSP

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B3.6	Vendor shall ensure that during the term of the contract, it shall maintain possession or control of any Agency data in a confidential and secure manner and it must have the ability to encrypt critical data.	M	Yes	Standard	Part of SSP
B3.7	The Vendor shall establish appropriate administrative, technical and physical safeguards to ensure the security and confidentiality of Agency data and to protect against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual.	M	Yes	Standard	Part of SSP
B3.8	All employees of Vendor who will have access to Agency data shall be advised by the awarded Vendor of the confidential nature of the information and that unauthorized disclosures of client information may result in the imposition of possible criminal penalties.	M	Yes	Standard	Part of JAI AUP
B3.9	The Vendor agrees to assume responsibility for protecting the confidentiality of Agency data it is provided access to or uses in the performance of any contract awarded under this RFP that is not publicly available information.	M	Yes	Standard	Part of JAI AUP and SSP

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B3.10	Vendor will accept responsibility for all data breaches resulting from vulnerabilities within the Vendor's System including but not limited to notification of affected parties and corrective actions determined by Agency, all at Vendor's sole cost and expense.	M	Yes	Standard	Part of Security Incident Response Policy and Procedure
B3.11	Utilize computer back-up and recovery systems and procedures to prevent loss of data required for ADES reports and any disruption or degradation of services.	M	Yes	Standard	See Section VI, Topics 19, 20.
B3.12	Develop an executable exit strategy that would allow data portability and transition to another solution should this become necessary in the future.	M	Yes	Standard	We agree to this requirement and will provide access to all State data, and we will assist in the transition.
B3.13	System administration permissions	M	Yes	Standard	Designated State administrators control all user access. Administrators assign
	and ability to assign user security levels. Current security levels. Ability to assign administrators within the agency to manage their users security levels.				uses to particular roles which limits their access to certain screens in the application according to their position in the organization.
B3.14	SSO – Single Sign On – The users are authenticated using a single sign on to gain access to areas of the application for which they have access permissions – e.g., user, admin, etc..	M	No	Custom	ECOS SSO functionality currently supports integration with Entra ID SAML identity providers. Other IdPs require customization. Flat cost for Single Sign On is \$12,000.

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B3.15	MFA – Multi-Factor Authentication – User’s logon authentication requires multiple authentication methods – e.g., username and password, plus at least one other authentication method	M	No	Custom	If using Entra ID for SSO, MFA policies can be configured to require use of Microsoft Authenticator to complete authentication. Otherwise, other methods would need to be established, possibly customization of ECOS. Flat cost for updating MFA is \$12,000.
B3.16	Ensure all data is backed up on a nightly basis.	M	Yes	Standard	Out back protocol includes nightly backups.
TESTING REQUIREMENTS/TRAINING					
B4.1	Training: The Bidder(s) must provide training sessions for users of the cloud-based database at dates and locations to be determined by NHDOE. The trainings must be in-depth and on- site/virtual for NHDOE and Subgrantee personnel at the initiation of the web-based database to ensure that end user understands how to properly use the database and perform work in an efficient manner	M	Yes	Standard	See Section IV: Topics 8 and 9.
B4.2	The cloud-based database must be able to direct those that are not technologically inclined to the next	M	Yes	Standard	See Section IV: Topics 8 and 9.

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	step in the process. The web-based database must contain “Help” and “What’s This?” features, as well as a user manual so that the average person can easily navigate through the web-based database. Use of a "bug site" or method to report issues is desirable.				
B4.3	Test Environment for NHDOE Staff to preview, try, and to train system - annual subscription with Hosting/Support for secondary server staging environment including regular updating of data	M	Yes	Standard	See Section IV: Topics 8, 9, and 13.
B4.4	Updates and Upgrades: The Bidder(s) must provide training at times when substantial updates are implemented and must provide pre- and post- launch support for the pre- and post-launch maintenance to include updates, user manual updates, upgrades, error correction(s), and training NHDOE staff and Subgrantee on use and maintenance of the software, at no additional cost	M	Yes	Standard	See Section IV: Topic 3, and ECOS M&S Agreement
B4.5	Provide users with a software manual, outlining all functions. Provide updates to manual within 5 days	M	Yes	Standard	The ECOS user manual is regularly updated with new features and functions. Our goal is to provide the update to the user manuals prior to the release of a new feature.

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B4.6	On-line Training: The Bidder(s) must develop an on-line training tool for the web-based database for usage by NHDOE staff, Subgrantees, and other potential users	M	Yes	Standard	Can be demonstrated.
B4.7	The Bidder(s) must provide in-depth training and assistance as needed to ensure that technical staff understand how to perform operations, maintenance, remote management, and on-site support of the web-based database,	M	Yes	Standard	See Section VI: Topics 8 and 9.
B4.8	Provide a ongoing test site that is available to all users for training purposes with data updated as needed.	M	Yes	Standard	See Section VI: Topics 13.

APPLICATION REQUIREMENTS

State Requirement			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments

GENERAL SPECIFICATIONS

A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	Yes	Standard	SQL Server Reporting Services
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M	Yes	Standard	All data resides in the ECOS MS SQL Database. All State data is owned by the State. JAI retains the copyright for the computer code only.

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A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M	Yes	Standard	ECOS is compatible with these W3C standards. Can be demonstrated.
APPLICATION SECURITY					
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system	M	Yes	Standard	We have a process to verify the identity of the system client applications by matching them to a known identifier.
	to prevent access to inappropriate or confidential data or services.				
A2.2	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services	M	Yes	Standard	ECOS has multifactor authentication with single sign-on.
A2.3	Enforce unique user names.	M	Yes	Standard	Part of the account creation process in ECOS. Can be demonstrated.
A2.4	Enforce complex passwords for Administrator Accounts in accordance with DoIT's Statewide User Account and Password Policy.	M	Yes	Standard	For Admin: JAI password policy in ECOS enforces Microsoft standards and we will comply with any State policies.
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's Statewide User Account and Password Policy.	M	Yes	Standard	For General Users: JAI password policy in ECOS enforces Microsoft standards, and we will comply with any State policies.
A2.6	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard	We encrypt all data, including passwords, both in transit and at rest.
A2.7	Establish ability to expire passwords after a definite period of time in accordance with DoIT's Statewide User Account and Password Policy.	M	Yes	Standard	ECOS passwords expire in 90 days. Can be changed to comply with DoIT's password requirements.

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A2.8	Provide the ability to limit the number of people that can grant or change authorizations.	M	Yes	Standard	ECOS only allows designated users with a specific role to modify authorizations.
A2.9	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	Standard	ECOS timeouts are now set for 10 minutes of no activity.
A2.10	The application shall not store authentication credentials or sensitive data in its code.	M	Yes	Standard	ECOS does not store authentication credentials or sensitive data in code.
A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M	Yes	Standard	ECOS logs all failed log-in attempts along with the reason that caused the failed login (i.e. bad credentials or failed MFA). Unauthorized attempts to access restricted areas of the system or data therein are also logged.
A2.12	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	M	Yes	Standard	All logs generated by ECOS are stored in the ECOS unified database.
A2.13	All logs must be kept for 90 days.	M	Yes	Standard	JAI standard procedure is to retain logs indefinitely unless otherwise specified or required.
A2.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Standard	The session is terminated when the user logs out of the system.
A2.15	Do not use Software and System Services for anything other than they are designed for.	M	Yes	Standard	Part of JAI AUP
A2.16	The application Data shall be protected from unauthorized use when at rest.	M	Yes	Standard	Data is encrypted at rest and in transit. We restrict access to the ECOS database to internal staff, except for designated NH DOE staff.
A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard	RBAC allows only authorized users to view PII and other sensitive information stored within the system.

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A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	Yes	Standard	We consider security factors before each upgrade to ensure that security is not compromised.
A2.19	Utilize change management documentation and procedures.	M	Yes	Standard	We use Azure DevOps to manage change.
A2.20	Web Services : The service provider shall use Web services exclusively to interface with the State's data in near real time when possible.	M	Yes	Standard	JAI will use Web services exclusively to interface with State data.

TESTING REQUIREMENTS

State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
APPLICATION SECURITY TESTING					
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	No	Custom	JAI will engage EVOLVE Security as 3rd party team to perform penetration testing on the application and system environment in order to meet this requirement. The requirements T1.1 - T1.14 are covered by this testing process. JAI will address any findings and implement corrections as required. See the ECOLVE Penetration Test Scope of Work in Attachment J.
T1.2	The Vendor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	No	Custom	JAI will engage a 3rd party security review team to perform penetration testing on the application and system environment in order to meet this requirement.

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T1.3	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a V system or application for security purposes and the validation of users.	M	No	Custom	JAI will engage a 3rd party security review team to perform penetration testing on the application and system environment in order to meet this requirement.
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network.	M	No	Custom	JAI will engage a 3rd party security review team to perform penetration testing on the application and system environment in order to meet this requirement.
T1.5	Test for encryption; supports the encoding of data for security purposes, and for the ability to	M	No	Custom	JAI will engage a 3rd party security review team to perform penetration testing on the application and system environment in order to meet this requirement. There will be two tests.
	access the data in a decrypted format from required tools.				
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system.	M	No	Custom	JAI will engage a 3rd party security review team to perform penetration testing on the application and system environment in order to meet this requirement.
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network.	M	No	Custom	JAI will engage a 3rd party security review team to perform penetration testing on the application and system environment in order to meet this requirement.
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	No	Custom	JAI will engage a 3rd party security review team to perform penetration testing on the application and system environment in order to meet this requirement.
T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network.	M	No	Custom	JAI will engage a 3rd party security review team to perform penetration testing on the application and system environment in order to meet this requirement.

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T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system.	M	No	Custom	JAI will engage a 3rd party security review team to perform penetration testing on the application and system environment in order to meet this requirement.
T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	No	Custom	JAI will engage a 3rd party security review team to perform penetration testing on the application and system environment in order to meet this requirement.
T1.12	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten	M	No	Custom	JAI will engage a 3rd party security review team to perform penetration testing on the application and system environment in order to meet this requirement.
	(http://www.owasp.org/index.php/OWASP_Top_Ten_Project).				
T1.13	Provide the State with validation of 3rd party security reviews performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field).	M	No	Custom	JAI will engage a 3rd party security review team to perform penetration testing on the application and system environment in order to meet this requirement.

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T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	No	Custom	JAI will engage a 3rd party security review team to perform penetration testing on the application and system environment in order to meet this requirement.
T1.15	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	No	Custom	JAI provides release notes which describes modifications and procedures.
NDARD TESTING					
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology	M	Yes	Standard	See Section IV: Topics 8 and 9. We will adjust our methodology to comply with State testing methodology if needed.
T2.2	The Vendor must perform application stress testing and tuning.	M	Yes	Standard	JAI will perform a stress test using 3 rd party software tools prior to the production release.
T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M	Yes	Standard	JAI will provide documentation as requested.

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T2.4	The vendor must define and test disaster recovery procedures.	M	Yes	Standard	See Section VI, Topic 20. JAI will review Disaster Recovery Plan with NH designated staff. Christian
HOSTING-CLOUD REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
OPERATIONS					
H1.1	Vendor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3) Concurrently maintainable site infrastructure with expected availability of 99.982%.	M	Yes	Standard	Data Centers used by ECOS are managed by Microsoft Azure Government Cloud which meets all the identified requirements.
H1.2	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M	Yes	Standard	Azure Government Hosting
H1.3	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Yes	Standard	Azure Government Hosting

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H1.4	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Yes	Standard	Azure Government Hosting
H1.5	Vendor shall monitor System, security, and application logs.	M	Yes	Standard	Vendor shall monitor System, security, and application logs.
H1.6	Vendor shall manage the sharing of data resources.	M	Yes	Standard	JAI will manage all the data in the system.
H1.7	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Yes	Standard	See Section IV: Topic 20
H1.8	The Vendor shall monitor physical hardware.	M	Yes	Standard	Azure Government Hosting
H1.9	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	Yes	Standard	Will be provided upon request.
H1.10	The Vendor shall report any breach in security in conformance with State of NH RSA 359-C:20. Any person engaged in trade or commerce that is subject to RSA 358-A:3, I shall also notify the regulator which has primary regulatory authority over such trade or commerce. All other persons shall notify the New Hampshire attorney general's office.	M	Yes	Standard	We understand.
Disaster Recovery					

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H2.1	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Yes	Standard	See Section IV: Topic 20
H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Yes	Standard	See Section IV: Topic 20
H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes	Standard	See Section IV: Topic 20
H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Yes	Standard	See Section IV: Topic 20
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Yes	Standard	See Section IV: Topic 20
H2.6	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Yes	Standard	See Section IV: Topic 20

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H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to	M	Yes	Standard	See Section IV: Topic 20
	backup media in the restoration of the database(s) to afford a much closer to real time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business				
HOSTING SECURITY					
H3.1	The Vendor shall employ security measures ensure that the State's application and data is protected.	M	Yes	Standard	ECOS security measures meet FedRAMP requirements. Documentation outlining security controls can be provided.
H3.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Yes	Standard	NA
H3.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion- detection and firewall protection.	M	Yes	Standard	Azure Government Hosting

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H3.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State’s hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Yes	Standard	Azure Government Infrastructure is tested by Microsoft. JAI also tests the controls designed to provide confidentiality, integrity, and availability.
H3.5	The Vendor shall ensure its complete cooperation with the State’s Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.	M	Yes	Standard	This is standard JAI policy with all clients.
H3.6	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor’ hosting infrastructure and/or the application upon request.	M	Yes	Standard	JAI will authorize the State as requested.
H3.7	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	M	Yes	Standard	All servers and devices are event logging, including System Application, Web and Database logs. Access is limited to authorized administrators.

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H3.8	Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA.	M	Yes	Standard	JAI follows these guidelines.
H3.9	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	Yes	Standard	JAI agrees to this condition.
H3.10	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	Yes	Standard	JAI understands this requirement. The company maintains \$10 million cyber insurance policy. This policy requires that we meet certain underwriter standards for security controls.
H4.2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	See the ECOS Maintenance & Support (M&S) Agreement Attachment A.
H4.3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	See the ECOS M&S Agreement which can be attached to the contract.

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H4.4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.	M	Yes	Standard	We agree with this condition.
H4.5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST.	M	Yes	Standard	These access times can be specified in the ECOS M&S Agreement.
H4.6	The Vendor shall conform to the specific deficiency class as described: o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were	M	Yes	Standard	The ECOS M&S Agreement provides a more granular deficiency class system with four (4) priority levels, The ECOS priority levels are built into our DevOps work-ticket tracking system and are used to manage workload for our staff. We request that NH adopt the ECOS priorities for this project. If this is not possible, we will develop a mapping between ECOS priorities and NH deficiency classes.

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	<p>inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.</p>				
H4.7	<p>As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or</p>	M	Yes	Standard	<p>JAI agrees to these terms which closely align to our standard procedures. The ECOS Maintenance and Support Agreement describes communications, services provided, responsibilities and response strategies. JAI proposes that the ECOS M&S Agreement be included in the contract documents. This agreement can be modified to include these response times.</p>

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	with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.				
H4.8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes	Standard	This is agreeable.
H4.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard	We work on a quarterly release schedule to include application upgrades and any relevant upgrades to hosting infrastructure.
H4.10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State’s account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	No	Custom	We will make every effort to meet this requirement. However, we would like to discuss this requirement in more detail to understand the conditions and procedures used to implement the penalty.

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H4.11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard	All change requests and outages are tracked in DevOps which includes notifications.
H4.12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard	This would be an Emergency Priority in the attached ECOS M&S Agreement.
H4.13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Standard	JAI uses the Microsoft DevOps work-ticket management system to track all activities and tasks associated with the project. DevOps tracks and reports on all information listed in requirement H4.13.
H4.14	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard	The is standard procedure.

SUPPORT & MAINTENANCE REQUIREMENTS

State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
SUPPORT & MAINTENANCE REQUIREMENTS					

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S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract	M	Yes	Standard	We will begin provision of services on the Effective Date.
	term, and any extensions thereof.				
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	We agree. See ECOS M&S Agreement.
S1.3	Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	We agree. See ECOS M&S Agreement.
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST.	M	Yes	Standard	We agree. Can be set in the M&S Agreement.

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S1.5	<p>The Vendor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties:</p> <p>Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.</p> <p>Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written</p>	M	Yes	Standard	<p>The ECOS M&S Agreement describes communications, services provided, responsibilities and response times. It uses a more granular deficiency level system with four (4) priority levels, we will submit the ECOS M&S Agreement for NHDOE review and agreement. We will work with NHDOE to come to an agreeable approach.</p>
	<p>Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p>Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.</p>				

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S1.6	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Yes	Standard	We agree.
S1.7	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8)	P	Yes	Standard	Maintenance service calls are collected and maintained in the JAI DevOps work-ticket system which tacks all the items listed in Requirement S1.7.
S1.8	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	P	Yes	Standard	We agree to work with the State to identify and troubleshoot large scale issues and collect the information listed in A1.8

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S1.9	<p>As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following or as agreed to by the parties:</p> <p>a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;</p> <p>b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and</p>	M	Yes	Standard	<p>The ECOS Maintenance and Support Agreement provides a more granular deficiency class system with four (4) priority levels, The ECOS priority levels are built into our DevOps work-ticket tracking system and are used to manage workload for our staff. We request that NH adopt the ECOS priorities for this project. If this is not possible, we will develop a mapping between ECOS priorities and NH deficiency classes.</p>
	<p>provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; or as agreed between the parties.</p>				
S1.10	<p>The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.</p>	M	Yes	Standard	<p>JAI tracks all change requests and outages in DevOps which includes a notification process.</p>

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S1.11	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard	This condition is included as the (Priority 0) or Emergency/Critical.
S1.12	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Standard	JAI maintains a-record of all maintenance and support activities. Each quarterly release includes release notes that report on number of deficiencies, issues, and resolutions, by type of support request. Regular backlog meetings are also provided to a review of activities and tasks.
S1.13	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard	JAI implements quarterly maintenance releases to provide updates and patches as needed.
S1.14	The Vendor shall give two-business days prior notification to the State Project Manager of all changes/updates and provide the	M	Yes	Standard	This is standard practice.
	State with training due to the upgrades and changes.				
S1.15	The State shall provide the Vendor with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M	Yes	Standard	We are prepared to use this FTP if applicable.
PROJECT MANAGEMENT					

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State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
PROJECT MANAGEMENT					
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Yes	Standard	See Section IV: Topic 15.
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	Yes	Standard	Sec Section VI
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, milestones/critical events; task dependencies, and payment Schedule. The plan shall be updated no less than <every two weeks.>	M	Yes	Standard	We agree. See Topic 15.
P1.4	Vendor shall provide detailed <bi-weekly or monthly> status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	Standard	See Section VI: Topic 15.
P1.5	All user, technical, and System Documentation as well as Project	M	Yes	Standard	Project documentation including schedules, plans and status reports, is maintained in a combination of Microsoft DevOps and Microsoft Teams.

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Schedules, plans, status reports, and correspondence must be maintained as project documentation. (Define how-WORD format- on-Line, in a common library or on paper).				Designated State staff will be provided access.
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Section IV: Narrative Response

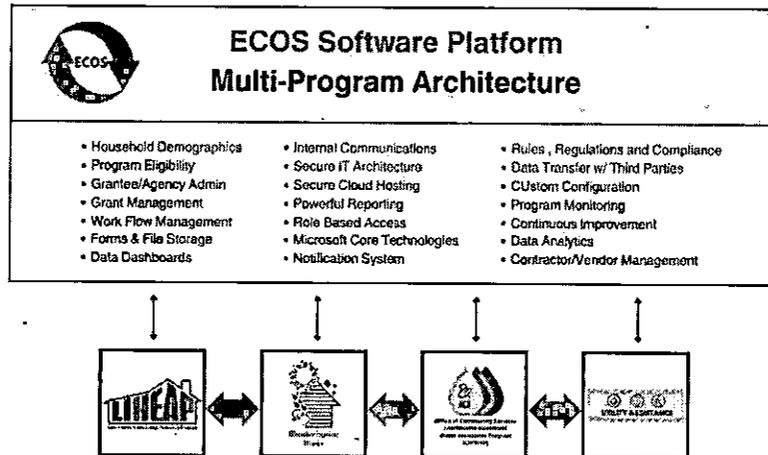
Proposed Solution

Topic 1 - Description of Solution

1. Provide a detailed description of your proposed Solution, including features and functionality.

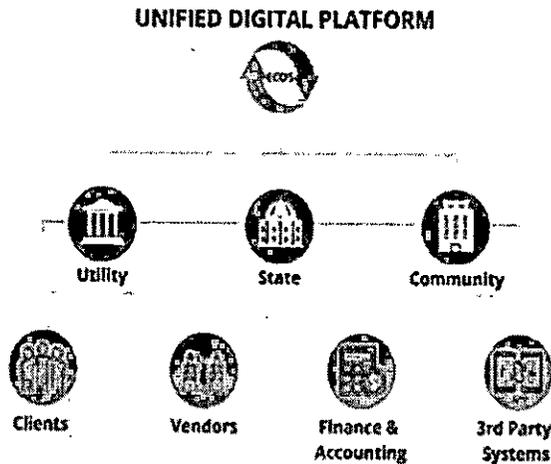
Multiprogram Architecture

The proposed ECOS solution offers a comprehensive software platform that provides all the features and functions required by NH DOE and interconnects all Stakeholders in one common digital platform. The ECOS Multiprogram Architecture increases program efficiency, improves program management, and strengthens data accuracy and security. ECOS fully integrates FAP, EAP, WAP in one software application. The multiprogram architectural framework is designed to support additional related programs to the platform.



The ECOS solution improves collaboration throughout the program network with all data managed in one unified database for comprehensive planning, managing, and reporting. ECOS interconnects stakeholders on a secure platform that provides access to department staff and network partners, program vendors, and client applicants. Access to the system is based on well-defined user roles and responsibilities. The ECOS API technology can efficiently interface with authorized stakeholder software systems for real-time data exchange.

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Interoperable Capabilities

ECOS is highly interoperable and capable of interfacing with 3rd party systems through data transfers or through direct real-time interfaces using ECOS API technology including:

- ASP.NET Framework with SQL Server database, SSRS and Data Encryption
- RESTful Web Service API and XML specifications for integrating with other systems

ECOS can import data generated in 3rd audit systems, export data into files that can be uploaded into agency payments systems, connect directly to 3rd party payment and accounting systems.

Application Intake

Application Process

The ECOS intake process collects a wide range of household data, required documentation, and case notes for the Energy Assistance and Weatherization application processes. Applicants can apply online or submit a paper application. Applicants can apply for either Energy Assistance or Weatherization, or both. As new programs get added to ECOS, clients can apply to those programs as well. Online applicants can see the updated status of their application and communicate with the CAA. ECOS includes an

Appointment Scheduler which allows applicants to schedule an appointment at a CAA agency to meet with intake staff or to schedule a home visit. The scheduling module is an optional feature that was not included as part of this proposal because it was not listed as a requirement.

The ECOS Intake module is household centric and tracks all data in real time for energy assistance and weatherization. The household centric model allows you access to previous year's application data for any program configured in ECOS. When a household applies in the next program year, information can be copied from a previous year and edited as needed. ECOS provides validation throughout the application workflow and tools to manage duplicate applications.

Application Management

ECOS provides advanced search features to filter household records, applications, and building records by range of relevant parameters such as date, agency, status, and others. Users can enter/read case notes for households. Program managers can assign applications to specific staff and track the status of all cases. Staff receive automated notifications when applications have been assigned to them to process or review. The system tracks application statuses for all staff and provides the ability to reassign

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applications to next in line or based on staff workload. The ECOS Application Review process allows designed staff to review applications and communicate findings.

Certification/Eligibility Determination

ECOS displays a list of the available programs for which the household is income eligible, based on demographic and income information entered in ECOS. Energy Assistance applicants are notified when the application is approved, denied, or pending with explanation. ECOS determines standard, crisis/emergency, and special benefits at various levels for each household. ECOS calculates each client's benefit level based on predefined benefit matrix data, configured by program administrators. Once benefits are calculated, designated staff are authorized to review and 'certify' the payment. Applicants and vendors are notified.

When a household is Eligible for Weatherization, it is automatically added to the Weatherization Waiting List and assigned a priority score based on criteria provided by the WAP administrative agency.

Vendor Management

ECOS provides a vendor management feature where administrators can manage and store vendor information including vendor contracts, fuel prices, accounting, and information on benefit payments, and subsidiaries. Administrators can manage compliance by tracking vendor audits and complaints.

A secure Vendor Portal enables energy vendors to submit contracts, receive benefit payment information on their clients, credit client accounts, and report annual consumption data used in the Performance Goals and Measures Report.

Weatherization Contractors provide bids to install weatherization measures. These Bids are submitted on electronic forms and imported into ECOS to be used for job costs analysis. Standard bid forms are provided by JAI or can be customized and be specific to each contractor/technician.

Payment Processing

ECOS provides the tools to manage payments, funding sources, budgets, invoicing, and grants for Energy Assistance and Weatherization. Funding sources are selected when payments are processed. Budgets are established for funding sources for each sub-grantee agency. Budget balances are tracked in real time to reflect expenditures. Grantee agencies can create funding sources and grants and set total budget amounts for each CAA. The CAA can allocate budgeted funds with certain approved line-item categories and submit to the grantee for approval. Sub-grantee budgets can be modified with the approval of the Grantee.

Payment Processing - Energy Assistance

Energy Assistance Payments can be made to vendors and direct payments to applicants. ECOS generates payment files that can be used by the Managing Agency's accounting system and that can be accessed by the Vendor through the Vendor Portal. The ECOS API can also connect directly to NH DOE internal financial reporting system if requested. ECOS provides the ability to manage and track benefit returns. Notification

of benefit information is shared with Clients and vendors via the online application, vendor

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portal, or via US mail. Printed Notices are customized to each client and can include bar coding for printing and shipping departments.

Payment Processing – Weatherization

Sub-grantee agencies create billing groups which are an electronic record of financial expenditures. Billing groups can be submitted on a schedule to the Grantee agency, as an invoice for reimbursement of agency expenditures. The Grantee agency can review and accept or reject the billing group. All grant budgets are updated in real time as billings are approved.

Multiple funding sources can be assigned to one or many measures. Measures can be split-funded. ECOS maintains validations for various funding sources based on funding source rules. ECOS includes rules for the WAP Readiness funding source including the ability to waive the $SIR \geq 1$ condition for measures needed to avoid project deferrals.

Energy Modeling - Weatherization

ECOS offers the option to use a DOE Approved whole-house Energy Audit or the ECOS Priority List Audit. The ECOS whole house energy audit is approved for single family, manufactured housing, and small multi-family buildings. The ECOS audit was re-approved by DOE for an additional 5 years and has been in use for 15 years. The audit models all building's energy usage and estimates the energy savings associated with selected measures. The multifamily building energy audit is done outside of ECOS in a DOE approved 3rd party energy auditing model. ECOS provides an application for multi-family building owners. The ECOS API can interconnect bi-directionally with an approved energy audit that preferably supports HPXML.

ECOS also includes the Priority List Audit feature to streamline the audit process as described by DOE in WPN 22-8. The Priority List Audit is considered a game changer in the weatherization program by streamlining and removing impediments to the auditing and job management processes. The priority list audit allows the user to select from a group of Priority Measures that have been pre-approved by DOE on a Regional Basis. This can be a benefit to CAAs if they choose the Priority List Audit approach.

Job Management - Weatherization

The Job Management feature provides job costing and allows the user to select and compare contractor pricing based on per unit prices provided in annual contractor bid sheets. Job costing can also be based on case-by-case job bids by several contractors or by an in-house crew where individual measures are assigned to one or more crew members.

ECOS ensures that all DOE rules are followed regarding compliance with DOE SIR requirements for all projects using the whole house audit. For projects funded by other sources such as utilities that do not require $SIR \geq 1$, ECOS provides a Deemed Measures feature that overrides the DOE SIR requirement. ECOS is compliant with WPN 22-6 for the WAP Readiness Funding to avoid unnecessary project deferrals. ECOS tracks a customizable list of reasons for deferring projects that can be reported as needed.

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Standardized Work Orders provide contractors with detailed specifications of the required work. Standard Work Specifications are included in the Work Order to provide contractors with specific criteria of acceptable installations. In-Progress and Final Inspection are available to assure contractor compliance with the Final Work Order.

Project Monitoring -Weatherization

A comprehensive suite of Monitoring tools including Program Review, Technical Review, and Financial Management Review supports job management and program oversight. These tools include monitoring of both agencies and technicians. Sub-grantee agencies are required to set unit production goals at the beginning of each program year. ECOS tracks units completed monthly and compares outcomes to established goals. Project monitors can do desk reviews of projects and submit comments to sub- grantees.

Since ECOS tracks the status of each project through the entire workflow process, Weatherization pipeline metrics indicate how many projects are in each status in real time. Reports are also filterable by project status. Buildings can be searched and selected according to project status providing a powerful tool for project monitoring.

Data Migration

JAI has implemented data migration of legacy data for each of our clients. The process of data migration is highly collaborative and will require the participation of Client staff, the JAI team, and incumbent vendors. Requirements need to be carefully reviewed and clearly described in the Data Migration Plan which will be coordinated by JAI staff. Based on the requirements analysis, JAI will develop a Data Migration Design to be agreed to by all parties prior to final implementation. The Plan and Design documents describes the data to be migrated and how it is accessed and used in ECOS. We intend to implement the data migration process early in the workplan with the goal of conducting a test three months before the legacy database is to be deactivated.

Reporting

Standard Reports

ECOS provides a wide range of standard reports available to meet federal, state, and utility reporting requirements. Standard reports can be filtered by a range of factors such as date range, agency, municipality, funding source, and project status, providing for powerful reporting and analysis capability. The ECOS Platform includes the SQL Server Reporting Services (SSRS) as a separate server so that reports can be built and modified at any time without the need for a periodic software release.

Ad hoc Reports

There are several approaches to ad hoc reporting:

1. **JAI Direct Support:** JAI support team will develop Client-requested ad hoc reports. There is no separate charge as the cost is included in our Maintenance and Support monthly fee.
2. **SSRS Access for Clients:** JAI will provide trained Client staff access to the SQL Server Reporting Services feature that enables designated users to create and save reports.

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3. **Data Downloads:** JAI provides comprehensive data downloads in excel spreadsheets. These downloads can be filtered by date and agency. Agency staff with Excel skills can create further filters to this data to create ad hoc reports for policy planning and other management purposes. Downloaded data files can also be uploaded into agency databases.

Technology

Unified Database

ECOS seamlessly integrates LIHEAP, Energy Assistance, Water Assistance and Weatherization Assistance programs on one common software platform. ECOS includes all features and functions that are required to manage each of these programs. Users can seamlessly navigate between programs. Connecting programs eliminates unnecessary clerical work, and staff can be cross-trained on multiple programs.

ECOS tracks all program services received by each individual household and manages the entire workflow process for each program. Clients can participate in multiple programs for which they are determined eligible, and services can be bundled together for each client. All data is stored in one central database for powerful reporting within and across programs. There is no need for external data exchanges to provide cross-program reporting.

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ECOS tracks all program services received by each individual household and manages the entire workflow process for each program. Clients can participate in multiple programs for which they are determined eligible, and services can be bundled together for each client. All data is stored in one central database for powerful reporting within and across programs. There is no need to reconcile, merge data, or for any external data exchanges to provide cross-program reporting.

- 2) **Describe how your Solution meets the business requirements in B-2 Business Requirements/Technical Requirements**

This Narrative Section as a whole is intended to describe how the ECOS solution meets the B-2 Business Requirements/Technical Requirements.

- 3) **Describe ease of use and user friendliness of your proposed Solution including learning curve, navigation. Highlight in detail specific advantages to the user Interface. What methodology do you use to ensure that your user Interface is user friendly?**

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The ECOS platform prides itself on providing an intuitive and accessible interface for users. The learning curve is notably gentle, allowing users to quickly familiarize themselves with the system's functionalities. This is reinforced by the well-structured menu and graphical user interfaces, which make navigation seamless and efficient. The platform's approach to ensuring user-friendly interface design involves a focus on error-proof functionality and intuitive navigation. These attributes contribute to a positive user experience and align with the platform's commitment to providing versatile, well-optimized, and easily navigable software for its users. We learn from our users and strive for continuous improvement in the user experience.

4) Provide an attachment with product literature describing the functionality of the proposed Software.

Product brochures are provided in Attachment E.

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Topic 2 - Technical Architecture

1. Describe the technical architecture (software, hardware, and Network) of the proposed Solution.

Software Architecture: ECOS leverages a REST API and SQL database deployed on cloud infrastructure. The backend is powered by a combination of languages such as VB.NET and C#, while the frontend is built using HTML and JavaScript frameworks such as Knockout.js and jQuery.

Hardware Infrastructure: The hardware setup relies on Microsoft Azure Government resources as a cloud provider. It utilizes virtual machines and cloud-based App Services to accommodate the computational needs of the application. Additionally, it incorporates data storage solutions like relational databases and object storage for handling diverse data requirements.

Network Configuration: ECOS operates within a secure cloud environment, implementing network segmentation and access control through firewalls and security groups. This ensures secure communication between App Services and data storage through encrypted channels. Furthermore, the network architecture prioritizes high availability and fault tolerance through load balancing and auto-scaling configurations.

2. Describe how your Solution meets the technical requirements in B-2 Business Requirements/Technical Requirements.

ECOS was designed from the ground up to meet the needs of state and local agencies that manage and deliver EAP, WAP, and Utility Assistance programs. The ECOS COTS version meets all requirements out of the box, except where specifically noted and documented in the B-2 Business Requirements/Technical Requirements workbook. Those will require further clarification and cooperation together with NH DOE to understand whether customization and/or enhancements will be needed. Please refer to the workbook for additional clarifying information about each item that is not a standard feature of ECOS. Based on our analysis of the workbook requirements, code change requirements to ECOS are minimal.

3. Describe the benefits of the technical architecture (i.e. scalability, adaptability, interoperability, etc.)

The technical architecture of ECOS, as detailed on the JAI Software website, is underpinned by a cloud-native approach, with a platform hosted in the Microsoft Azure Government cloud. This strategic deployment eliminates the need for physical hardware, emphasizing the scalability, adaptability, and interoperability of the system. By leveraging the cloud infrastructure, ECOS ensures seamless program delivery and management, offering a responsive and flexible solution for federal, state, and community-based organizations. The platform's architecture fosters interoperability, allowing it to seamlessly connect all stakeholders, programs, and processes in one advanced system without the constraints imposed by physical hardware.

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The use of the Microsoft Azure Government cloud not only underscores the platform's commitment to security and compliance but also showcases its robust foundation for serving diverse energy-related programs. Furthermore, ECOS' cloud-centric architecture enables efficient data exchange, real-time API interface, and automated subgrantee billing processes, emphasizing its adaptability to evolving program requirements.

The scalability of the platform is evident through its ability to serve multiple utility assistance programs, customize eligibility criteria, and manage budgets and expenditures across various programs. Overall, the technical architecture of ECOS, hosted in the Microsoft Azure Government cloud, reflects a modern, scalable, and interoperable solution designed to streamline program delivery and simplify administrative processes for government agencies and the communities they serve.

4. How will the proposed software Solution be accessed.

The Microsoft Azure Government cloud infrastructure empowers users to manage and deliver energy- related programs efficiently, simplifying reporting to funders and facilitating the provision of services faster. Additionally, the platform's deployment in the government cloud aligns with the stringent compliance and security requirements of federal and state organizations, ensuring data integrity and confidentiality while enabling real-time access and exchange of information. Ultimately, ECOS' technical architecture demonstrates a commitment to leveraging cutting-edge cloud technology to optimize program delivery and streamline administrative processes for the benefit of government agencies and the communities they serve.

5. Describe any additional software that will be required on end-point devices and the access authorization level required to install it.

Web browser only.

6. Describe any add-on or third-party Software required.

ECOS is a self-contained product that does not rely on any third-party software for "out of the box" functionality. Any functionality that is not included out of the box can be configured to work with third-party software. For example, software related to digital signatures, software related to address-matching at a local level, and software related to appointment scheduling.

7. Is your product dependent on a solution not included in this proposal?

No

8. What programming languages are used for development, configuration, and customization of the proposed Solution? When was the core Software written?

ASP.NET, VB.NET, C#, HTML, CSS, Bootstrap, JavaScript, jQuery, and Knockout.js are the primary programming languages that are used throughout the software. The core product of ECOS was first developed in the early 2000s to serve Weatherization only, but the product has gone through many evolutions since then. It has been expanded with many newer technologies to cover a much wider array of programs. It has been refactored and designed with a household centric model for better tracking and intake of clients. It has been

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integrated, and has been continuously developed and built-upon to meet the ever-changing needs of our customer base. The quantity and quality of reporting and monitoring features has been hugely expanded as well.

9. What components of the Software, such as Middleware, are proprietary?

ECOS is a proprietary platform that includes a REST API, a Front-End UI, and a carefully designed SQL database structure. There is no Middleware that is required for ECOS to work correctly.

10. Is the proposed application considered Open-Source Software?

No, the proposed application is proprietary.

11. Describe any Open-Source Software used by the proposed Solution.

ECOS does not rely on any-source software to function out of the box.

12. Describe the degree to which the proposed Solution meets the requirements of RSA chapter 21-R:10, 21-R:11, 21-R:13.

We have reviewed the RSA requirements and have determined the proposed solution fully meets these requirements.

13. Describe any hardware requirements associated with the hardware Solution.

For onsite electronic signatures, ECOS connects to the Topas electronic signature pad. This would be the responsibility of each agency.

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Topic 3 - Software Releases

1. Discuss the following aspects of anticipated future releases of the proposed Solution. Coverage should include but not be limited to the following:

2. What types (maintenance, Enhancement, other) of releases are planned?

Software releases generally fall into several distinct categories, including major releases, minor releases, and patch releases. Major releases often encompass significant updates, introducing new features, substantial enhancements, or changes to the overall architecture of the software. Minor releases typically focus on incremental improvements and additions, such as new functionalities or minor feature updates. Patch releases, on the other hand, primarily address bug fixes, security patches, and small-scale optimizations to maintain the stability and reliability of the software. Each type of release serves a specific purpose in the software development lifecycle, collectively contributing to the ongoing evolution and enhancement of the product.

3. What is the historical (past 3 years) and expected frequency of each type of new release?

We aim to deliver new software releases on a regular basis, typically following a quarterly schedule to ensure a steady cadence of innovation and improvement. This approach allows us to balance the introduction of new features and enhancements with thorough testing and validation, promoting stability and reliability. Our commitment to consistent, predictable release cycles reflects our dedication to providing our clients with timely access to the latest advancements while maintaining a high standard of quality assurance.

4. How is the content of future releases determined? Required maintenance, security, user input?

We facilitate collaborative forums with our clients, enabling them to express their priorities and concerns related to maintenance, security, and end user experience. By gathering feedback through surveys, support interactions, and dedicated advisory groups, we ensure that the content of future releases aligns with the crucial aspects of maintenance, security, and end user updates. This collaborative process empowers us to address the holistic needs of our clients, integrating essential maintenance, security enhancements, and user-focused updates into our product roadmap for upcoming releases.

5. Are Enhancements made for specific clients included in future releases for all clients?

Enhancements that improve performance, usability, and workflow are automatically included in future releases for all clients. If a new feature is requested and paid for by one client, it can be included in future releases for other clients if requested. JAI would charge a fee for any customization that may be required to implement this new feature.

6. What specific Enhancements are planned for release within the next 24 months?

The following enhancements are planned for the next 24 months.

- Emergency Crisis Intervention Optional Features
- Central Heating and Improvement Feature for LIHEAP
- Heat Pump Feature for LIHEAP
- Energy Assistance Payments Enhancements
- Offline Mode for WAP Data Collection and Inspection

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7. How is the content of a release communicated to the client?

The content of a release is communicated to a client using release notes in Microsoft Azure DevOps through a concise and structured format. These release notes typically include details such as feature enhancements, bug fixes, and any other changes made during the release. By providing this information within the release notes, clients can gain a clear understanding of the updates, improvements, and potential impact on their workflows, fostering transparency and effective communication between development teams and clients. JAI provides pre and post launch support and training as needed for new releases.

8. Can components of a release be applied individually or by Module without adversely affecting the overall functionality of the System.

By ensuring that each component aligns with well-defined requirements and designs, developers can confidently implement updates without disrupting the system's stability. This approach allows for granular modifications, enabling efficient maintenance and enhancement of the system while minimizing the risk of unintended consequences on its overall functionality.

9. How long is a release supported?

Each scheduled software release is fully supported until the next planned release. This process involves a comprehensive maintenance strategy to ensure the stability, security, and performance of the software over time. This entails providing ongoing technical assistance, bug fixes, and updates to address issues that may arise between releases. One key aspect is the provision of regular maintenance releases or service packs that bundle together various fixes and enhancements to address known issues and improve the overall functionality of the software.

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Topic 4 - Data Import/Export Standards

1. Provide a detailed description of the mechanism and tools included in the proposed System to enable Interfaces defined in B-2 Business Requirements/Technical Requirements.

ECOS includes robust mechanisms for facilitating seamless data import and export capabilities between agencies, subgrantees, and the central database. It is designed to streamline data management processes, enhance operational efficiency, and enable real-time reporting for various purposes. A more detailed description of how ECOS delivers on each of the abilities described in B-2.4.

Data Import: ECOS allows agencies and subgrantees to easily upload data into the central database using standardized formats or templates. This feature ensures data consistency and accuracy during the import process.

Data Export: Users have the ability to extract specific datasets or reports from the database in various file formats (e.g., CSV, Excel) for further analysis or sharing with stakeholders. This enables data sharing and collaboration across different entities.

Real-Time Reporting Tools: ECOS incorporates real-time reporting tools that allow agencies and subgrantees to generate customized reports on-demand. Users can filter data, visualize trends, and track key performance indicators in real-time, empowering data-driven decision-making.

Service Delivery Support: By leveraging the data captured in the database, agencies and subgrantees can assess service delivery effectiveness, identify areas for improvement, and optimize resource allocation to enhance overall service quality.

Planning and Monitoring Capabilities: ECOS provides functionalities for creating detailed plans, setting milestones, and tracking progress against predefined goals. This helps in monitoring program effectiveness, ensuring compliance, and adjusting strategies as needed.

Quality Assurance Features: Quality assurance checks are integrated within ECOS to validate data accuracy, completeness, and consistency. Automated alerts and notifications can be set up to flag anomalies or discrepancies in the data.

Appointment Scheduling Module: A dedicated Appointment Plus module is integrated directly into the household intake portion of ECOS. This enables seamless appointment scheduling and rescheduling for clients.

ECOS also features interactive dashboard and visualization tools which provide agencies and subgrantees with a graphical representation of data insights, trends, and performance metrics for easier interpretation. Additionally, every part of the system is role-based. Our access control settings ensure that only authorized personnel can view, edit, or export sensitive data, maintaining data security and confidentiality.

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2. What types of Interfaces are possible with the proposed System (On-line, batch, etc.)?

ECOS offers a variety of interfaces to cater to different data import and export operational needs. Each is tailored to efficiently manage the transfer of data to and from the central database, and are optimized for data import and export processes, ensuring compatibility with industry standards and seamless integration with existing workflows. Types include:

Online Interfaces – Users can access a web-based portal to interact with the central database for importing and exporting in real-time. This interface allows users to directly upload and download data through a secure online platform.

Batch Interfaces – Users have the ability to upload large datasets in batch mode using structured files (e.g. CSV, Excel) through a batch data import interface. Additionally, scheduled batch exports enable users to automate the extraction of specific datasets at predetermined intervals for regular data backup or sharing purposes. We can work directly with you to assess your specific needs and make minor modifications to our existing processes as necessary.

File Transfer Interfaces – FTP/SFTP Interfaces exist in ECOS to provide a secure method for transferring data files to and from the central database.

3. What standard Interface formats are used with the proposed Software. What degree of flexibility is available?

Standard Interface formats are included with ECOS throughout the system. Integrated interfaces were designed in the Bootstrap framework using a cohesive design language for intuitive and natural ease of use. Our Application Programming Interface (API) provides a structured approach for interaction with the software, enabling easy and efficient data import and export functionality. ECOS supports various file types for import and export in common formats such as XML, Excel, CSV, PDF, and others, ensuring compatibility and seamless data transfer between systems. The platform is designed to offer a high degree of “out of the box” flexibility through the implementation of many different configuration options and settings to meet each of our clients’ business needs. We regularly work with our clients to continuously improve this aspect of the platform by implementing new customization options that enable them to meet their changing data import and export requirements.

4. Does the System employ standard definitions or file layouts for Interfaces? If so, include a sample in an Appendix.

Yes. The ECOS System provides the following Standard File Layouts such as XML, XLS/XLSX, and PDFs. For interfaces requiring JSON Files, JAI Software Inc., can add that solution when required.

5. What scheduling tools are required for initiation of Interfaces? Are these tools included with the proposed Software?

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Currently ECOS uses SQL Job Scheduling. However, we are in the process of planning to implement Azure Functions with time triggers on instances requiring interactions with another System's API when required.

6. Are there any constraints upon the timing of batch Interfaces?

As of today, we have not encountered any constraints in regards with the timing of Batch Jobs. We normally run the Jobs at a time when ECOS is at rest, or during the Client's closed business hours.

7. Provide an attachment with Data flow diagrams.

See Attachment G.

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Security and Protection of Data

Topic 5 - System Security

1. Describe the System security design and architectural features incorporated into the proposed Solution including:

The system security design of ECOS encompasses a comprehensive set of architectural features to safeguard sensitive data and ensure the platform's integrity. Leveraging advanced encryption protocols, role-based access controls, and multi-factor authentication, ECOS establishes a robust defense mechanism against unauthorized access and data breaches. The architecture incorporates secure API interfaces and data transmission protocols to fortify the exchange of information between stakeholders, bolstering the platform's resilience against cyber threats.

Architectural features within ECOS also include continuous monitoring, audit trails, and automated compliance checks to uphold regulatory standards and proactively detect and address security vulnerabilities. Additionally, the platform's design prioritizes data segmentation and isolation, restricting access based on user roles and permissions while maintaining a secure environment for managing diverse energy-related programs. Overall, these security measures underscore ECOS' commitment to protecting sensitive information, preserving data integrity, and fostering trust among government agencies and program participants.

2. Compliance with NIST SP 800-171, Protecting Controlled, Unclassified Information in Non-Federal Systems and Organizations

JAI implements the following process to ensure compliance with NIST SP 800-171:

- Identify and categorize information stored in ECOS according to FIPS 199
- Conduct a gap analysis
- Develop a plan of action
- Implement security controls
- Conduct regular assessments
- Report security incidents

3. Compliance with NIST SP 800-63, Digital Identity Guidelines

ECOS uses both OAuth and SAML to handle identity assertion.

4. Compliance with NIST SP 800-115, Technical Guide to Security Testing and Assessment.

Compliance with NIST SP 800-115, Technical Guide to Security Testing and Assessment will be provided during Penetration Testing. See requirements T1.1 to T.14.

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5. Compliance with PII, HIPAA and FTI.

ECOS ensures compliance with PII, HIPAA, and FTI by encrypting all data stored and transmitted by the system with the most up-to-date encryption methods. Access to sensitive information is controlled by a role-based access control scheme and all access and modification attempts are logged with the username, action, and timestamp.

6. The methods used to ensure that the parties to interactions with the Application cannot later repudiate or rebut those interactions.

ECOS logs the following actions within the application by state/agency staff:

- PII/HIPPA access/modification attempt
- Access/modification of household income
- Verification of income
- Certification of the application

When an applicant has applied via the Online application, he or she must affirm by e-signature that the provided information is true and accurate. After this point, the applicant may not interact with the application unless re-opened by the state/agency.

Similarly, ECOS can be configured to require an e-signature for the agency staff member certifying the application. Once the application has been certified as either eligible or denied, it is locked down for edits unless re-opened by an administrative user at the state level.

7. The Intrusion Detection methods used to ensure the detection, recording, review and notification of attempted access or modification by unauthorized individuals.

Web Application Firewall (WAF) on Azure Application Gateway provides intrusion detection and prevention for App Services hosting the Web UI and API of ECOS. The resource is based on the Open Web Application Security Project (OWASP) ModSecurity Core Rule Set (CRS). WAF provides protection from common web risks and vulnerabilities including:

- SQL Injection
- Command Line Injection
- Cross-Site Scripting (XSS)
- HTTP Request Smuggling
- HTTP Response Splitting
 - Remote File Inclusion
 - Web crawlers and scanners
- DDoS
- HTTP Protocol Violation
- HTTP anomalies such as:
 - Missing host user-agent headers
 - Missing accept headers

Azure WAF provides the following additional features:

- Detection of common application misconfigurations
- Configurable request size lower and upper limits

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- Custom rules and policies
- Geo-filtering traffic
- Inspection of JSON and XML in request body

Azure Firewall is used to provide intrusion detection for infrastructure resources used by ECOS. This resource provides L3-L7 filtering of network traffic and is SOC and ISO compliant. Additionally, it integrates with Microsoft Threat Intelligence to automatically deny known malicious IP addresses and domains as they are updated in real time.

8. Privacy methods used to ensure that confidential Data and sensitive communications are kept private.

JAI takes the privacy of our clients' data very seriously. Our internal policies stress the importance of handling data both securely and appropriately throughout all stages of its life cycle.

ECOS ensures the privacy of confidential/sensitive information by encrypting all data stored and transmitted by the system with the most up-to-date encryption methods. Access to confidential/sensitive information is controlled by a role-based access control scheme and all access and modification attempts are logged with the username, action, and timestamp.

The system also employs IDPSs to detect and prevent malicious access attempts. This integrates with Microsoft Threat Intelligence to deny malicious IP addresses and domains as they are updated in real time.

9. The system maintenance methods used to ensure that system maintenance does not unintentionally disrupt the security mechanisms of the Application or supporting hardware.

Code updates to the ECOS web UI and API take place over secure pipelines that are whitelisted by applicable resources. Any secure information needed for performing such updates, such as connection strings, are cryptographically stored in Azure Key Vaults. All information and resources used by the test environment are separate from those used in production.

10. Your Software patch schedule employed to protect the Software from new security vulnerabilities as they arise.

Software and OS updates of infrastructure resources are scheduled to automatically take place overnight for critical updates and on the weekends for non-critical updates. This is intended to reduce the service interruption potential for end users.

11. The ability of your Software to be installed in a “locked down” fashion so as to turn off unnecessary features (user accounts, Operating System Services, etc.) thereby reducing the Software’s security vulnerabilities and attack surfaces available to System hackers and attackers.

The software is installed in Azure App Services, a managed PaaS resource. No direct access to any OS features is provided. Updates to the software can only be made via a secure SCM

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endpoint which is only available to users within the JAI Azure Government tenant (JAI staff only). ECOS can be configured to not require the entry of many sensitive/confidential data points including identification number, date of birth, gender, race/ethnicity, etc.

12. The notification and escalation process in the event of an intrusion.

JAI's security incident procedure is as follows:

As soon as possible after discovering a security or suspected security incident, JAI follows the steps outlined below:

- Record information about the incident (or suspected incident) including:
 - Name of person who discovered the incident
 - System(s) affected
 - Clients affected
 - Time of security incident discovery
 - Brief description of security incident
 - Business impact of security incident
- Send recorded security incident information to JAIIITeam@jaisoftware.net
- Contact the JAI Software IT Team by phone.
Once the JAI Software IT Team has been notified they will take the following steps:
 - Keep a log of all steps taken
 - Client/External communications
 - Steps taken to resolve security incident
 - Name of individual(s) involved in resolution of security incident
 - Steps taken to ensure a permanent resolution, so the incident doesn't happen again
 - Notify clients of potential security breach
 - Collect all logs for the system(s) affected
 - Isolate the affected systems from public internet access and internal network access
 - Research cause/source of security incident
 - Develop, test, and implement resolution
 - Keep clients informed of status throughout the entire process

This information is to be recorded in the *Security Review Log* Excel Workbook under the *Security Incident Log* sheet.

System Assurance Provisions incorporated into the proposed Software

1. What process or methodology is employed within the proposed Software to ensure Data integrity?

ECOS employs a meticulous process methodology to uphold data integrity, encompassing multiple layers of validation and verification. The platform integrates data validation checks at various points in the data lifecycle, including during input, processing, and output stages.

Additionally, ECOS leverages checksums, digital signatures, and encryption techniques to ensure the authenticity and accuracy of data, mitigating the risk of unauthorized alterations or corruption. Furthermore, the platform's methodology includes regular data reconciliation and audit trails, enabling comprehensive tracking and verification of data changes to maintain its integrity over time.

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2. To what degree does your approach rely on System assurance capabilities?

Our approach to data integrity relies heavily on robust system assurance capabilities. These capabilities encompass stringent quality assurance protocols, continuous monitoring, and adherence to industry best practices, ensuring that data integrity is a fundamental aspect of the platform's design. By integrating system assurance at every level, ECOS fortifies its ability to maintain the accuracy, consistency, and reliability of data, thereby instilling confidence in the integrity of the information managed within the system.

3. If multiple Databases are employed, what extra procedures are employed to ensure synchronization among Databases?

The architecture of ECOS was designed so you can serve all households in one database.

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Topic 6 - Security Testing

1. **Describe the testing tools and methodologies used for testing the security of the Software Application and Hosting environment.**

When it comes to testing the security of the ECOS application and its hosting environment, a combination of tools and methodologies are typically employed to ensure comprehensive coverage. We use Microsoft Defender for Cloud to conduct vulnerability assessments and help in identifying potential weaknesses such as outdated software versions, misconfigurations, and known security flaws within the hosting environment.

Static and dynamic code analysis is done using Veracode to review the application's source code for security vulnerabilities. This helps in catching issues such as injection flaws, cross-site scripting, and insecure authentication mechanisms that could compromise the security of the application.

In terms of methodologies, the testing process often follows the OWASP (Open Web Application Security Project) guidelines, which provide a framework for identifying and addressing the most critical security risks in web applications. The OWASP Top 10, for instance, outlines the most prevalent security concerns and serves as a roadmap for conducting thorough security testing.

As indicated in Requirement T1.14, JAI will engage a third-party testing team to complete a penetration testing and assessment process during the implementation phase and during operations.

2. **How can you ensure the security and confidentiality of the State Data collected on the system to include capture, collection, audit trail, and storage of applicant qualification documentation?**

To ensure the security and confidentiality of State Data collected on the system, stringent measures are implemented at every stage. Encryption protocols are employed during the capture and collection of applicant qualification documentation, safeguarding the data in transit. An audit trail mechanism is used to track all interactions with the data, providing a comprehensive record of access and modifications for accountability and monitoring purposes. Furthermore, state-of-the-art secure storage solutions, including data encryption at rest and access controls, are implemented to protect the integrity and confidentiality of the stored documentation, adhering to industry best practices and compliance standards.

3. **What security validation Documentation will be shared with the State?**

JAI will share the results of penetration and stress testing with the state. Additionally, reports from Microsoft Defender for cloud can be shared, giving a breakdown of the systems security posture and regulatory compliance.

4. **Do you use internal or external resources to conduct Security Testing? John**

JAI will engage external resources to conduct security testing through the Pen Testing process described in Section III.

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Topic 7 - Historical Data

- 1. Describe your experience with organizations similar to the New Hampshire Department of Energy and discuss what historical Data they have and have not converted/migrated into the new system.**

We have migrated historical data for all our State Administered Weatherization and LIHEAP program clients. Each Agency has both common and unique requirements which need to be documented during the requirements review process. For example, Weatherization legacy data is used to validate whether households have been previously weatherized. The goal of the LIHEAP legacy data import is to keep a record of a wide range of demographic data which can be searched and viewed. Data includes household members, income levels, energy bills and other fields related to program eligibility. The goal is that the information can subsequently be used as part of the household's first LIHEAP application in ECOS. We will work closely with NH DOE staff to review and clarify the data migration requirements. We will bring knowledge gathered in serving other clients who manage FAP, EAP and Weatherization programs.

- 2. How many years of historical Data is typically converted in a project similar to this one? Describe how you will help New Hampshire Department of Energy determine the right number of years to convert.**

The number of years of historical data migrated have varied among clients depending on state requirements and goals. Data importation from previous software systems have typically resulted in 3 to 7 years of data. The amount of data imported varies by client depending on access to the data from their existing systems and how they would like to use the historical data in their new system. We anticipate discussions with NH DOE staff to determine the optimal number of years of data to import.

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State Personnel and Training

Topic 8 - User Training Approach

- 1. Describe in detail the options for Vendor-supplied training. Include a proposed training schedule, training topics, and options for participation (e.g., in-person, webinars, one-on- one, on-line on-demand) that you would provide.**

Our training package uses a Train the Trainer model to ensure sustainability and continuity of knowledge transfer at NH DOE and for the local agencies. Our training package includes in-person training, online webinars, and one-on-one training with staff. Training is provided to four key user groups: Administrative, Programmatic, Technical, and Fiscal. We recommend that clients designate individuals as Super Users from each agency to serve as trainers for new employees. They will also provide the first point of contact for questions from users in their respective agencies. Super Users will be included in all user trainings modules.

Each User Group receives a series of customized training modules specifically designed to meet program requirements for each Group. Staff may be assigned to several user groups. Training modules will be provided to each User Group.

Summary Training Curriculum	
User Groups	Training Modules
Administrative	Program Administration System Administration Agency Staff Contractor Management
Programmatic	Workflow & Customer Communications Intake & Eligibility
Technical	Energy Audit and Job Job Management
Fiscal	Grant Management Invoicing & Payments
Super Users	All Modules including; Program Monitoring Program Configuration

The training schedule will be organized into several phases:

- ✓ Phase I – Remote training via webinars will be provided to staff in the Administrative User Group at NH DOE and the local agencies. This training is intended to provide an overview of

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how the system is configured including programs, user accounts, and setting up agencies, agency employees, vendors, and contractors.

- ✓ Phase II – In person training will be provided to staff who fit into the Programmatic, Technical and Fiscal user groups. This training is focused on the staff who deliver services directly to clients. This training can be achieved through one statewide training over several days or it can be completed in person with a few agencies at a common location. During these sessions, users will have the opportunity to engage directly with the trainers, ask questions, and participate in practical exercises tailored to their respective roles. These in-person sessions will deepen the understanding of the system and allow for real-time troubleshooting and clarification of any complexities.
- ✓ Phase III – this training is completed one on one or in a user group setting and is done remotely. These remote training sessions reinforce the core concepts and functionalities of the system. This includes real-time webinars and online training modules, providing the flexibility for users to access training at their convenience. These sessions will cover topics specific to each user group.

Overall, the training approach is designed to accommodate different learning styles and preferences, ensuring that each user group receives the necessary knowledge and skills to effectively utilize the system. By implementing a train the trainer model, selected individuals from NH DOE and each user group can be empowered to serve as internal champions and trainers, promoting self-sufficiency and ongoing skill development within the organization. This approach not only provides a scalable solution for continuous training but also fosters an environment of knowledge sharing and collaboration across different user groups. Below is a proposed training schedule.

2. **Describe in detail the Documentation that is available to support the training of users of your proposed Solution. Include help screens, On-line or printable manuals and Knowledge bases. If any of these resources would need to be developed or modified for your proposed Solution include a timeline for their availability. If there are access restrictions on any of this material indicate what those restrictions are.**

ECOS incorporates a built-in user manual accessible directly within the platform, providing comprehensive and detailed guidance and instructions on its features and functionalities. This manual is designed to be intuitive and easily navigable, ensuring users can quickly find the information they need. In addition, an online help system is integrated, offering immediate assistance from within the interface, enabling users to receive guidance specific to the page they are viewing.

ECOS also offers a library of training videos covering various aspects of the system, catering to different learning preferences. These videos are crafted to deliver visual and auditory learning experiences, allowing end users to grasp concepts effectively and at their own pace. By combining these resources, we ensure that end users have access to diverse training materials, empowering them to become proficient in utilizing the platform with confidence.

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As changes are made to the ECOS code, the user manual, online help system, and interactive online videos are updated and disseminated to the ECOS Community of users.

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Topic 9 - Preparation of Expectations of State Staff including Technical Knowledge Transfer

1. **Describe how State staff assigned to the Project Team will be involved throughout the Project, including design meetings, decision making, and scope control.**

Assigned staff on the project team will collaborate closely with the project team from JAI Software throughout the entire project lifecycle. Dedicated team members will be assigned to work together with the JAI Software team. Each team member will play a crucial role in contributing to the project's success by leveraging their expertise and knowledge. Team members will be expected to be Super Users of ECOS once the software is implemented.

From the outset, team members will actively participate in identifying and documenting the specific requirements, ensuring that the software aligns with the unique needs and operational nuances of the state's systems and processes. This collaborative effort will involve thorough analysis, feedback gathering, and validation of requirements to guarantee that the software solution is tailored to address the state's distinct challenges and objectives.

With any proposed software change, team members will be integral in assisting with the design phase, providing valuable insights, feedback, and perspectives from the state's operational standpoint. Their involvement will ensure that the software's design not only meets the functional requirements but also harmonizes with the existing infrastructure and workflows, maximizing usability and efficiency.

As the project progresses, team member contributions will be instrumental in steering the project towards solutions that are not only technologically sound but also operationally feasible and aligned with the state's strategic objectives. Team members will play a vital role in mitigating scope creep by continuously evaluating proposed changes against the project's objectives, ensuring that any modifications align with the initial scope and goals. Their involvement will help maintain project focus and prevent unnecessary deviations, thereby contributing to the project's overall success.

Overall, the close collaboration between the state's project team and JAI Software's team members will foster a synergistic partnership, ensuring that the implementation of the new software is not just a technical deployment but a strategic enabler that truly serves the state's operational needs and long-term vision.

2. **Provide an overview of Project Team interactions and dependencies between functions.**
The Preliminary Work Plan, included in Topic 15, provides an overview of the project. Each deliverable in the work plan may be worked on by varying members of the project team, as appropriate. We expect to provide much more detail as the plan is reviewed with the project team.
3. **Provide recommendations for State staff requirements to maintain the system after Implementation (skill, # of resources, etc.) Include a worksheet or table identifying State staff resources and the projected number of weekly hours to support the system moving forward.**

The following table outlines the tasks, number of state staff resources, skills, and estimated number of hours needed to maintain the system and support user needs of a weekly basis. These numbers are estimates, the actual requirement will depend on product knowledge and communication skills of designated staff.

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Tasks	Resources	Skills	Hours
System Admin	1 Primary 1 Backup	Program Admin skills to setup and manage user accounts and program configuration.	2 1
Tier I Support	1 Primary 1 Backup	Super User of ECOS, Program Knowledge, Communication.	2 1
Database Admin (optional)	1 Primary 1 Backup	Database skills and ability to use Microsoft SSRS reporting tools.	2 1

4. **The transfer of technical knowledge is important for operations, configuration, development, workflow, business setup, maintenance, and management. Address, training curriculum, training priorities and prerequisites, specific commercial and custom course, and one-on-one learning opportunities for State staff. Rhett**

Our goal with the training plan is that designated staff at NH DOE can achieve the knowledge of an ECOS super user. These users are expected to have received the technical knowledge to support operations, configuration, system maintenance and more. By being super users, you should have the knowledge, skills, and abilities to help anyone using ECOS. A summary of the training curriculum is displayed in Topic 8. JAI will provide a detailed curriculum prior to the training process.

5. **Describe and provide samples of the available Documentation supporting the System. Does the Documentation include technical specifications, troubleshooting tips, technical contact information?**

ECOS includes various documentation to support the system including videos, an online user manual, data dictionary, configuration workbook, and other tools. Documentation to support ECOS is provided directly in ECOS and can be demonstrated. Sample documentation is provided in Attachment H.

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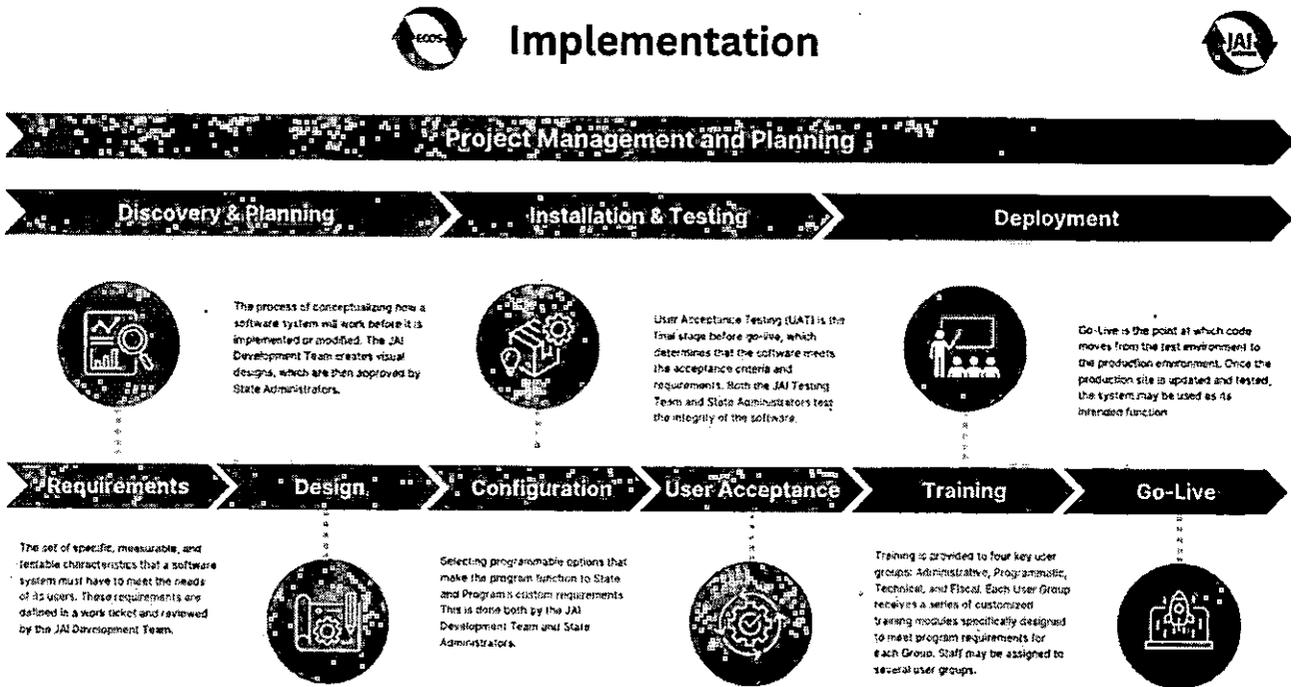
Project Execution

Topic 10 - Implementation Approach

The State will evaluate the quality of analysis, reasonableness, and flexibility evident in the proposed Implementation approach.

1. Provide one or more feasible Implementation Plans. For each plan provided.

The plan outlined below describes the three phases of project implementation: Discovery and Planning, Installation and Testing, and Deployment & Go Live. The Implementation graphic provides an overview of the process.



Discovery and Planning

The goal during this phase is to clarify project requirements through stakeholder meetings and documentation review to provide designs for any required work. C Tasks completed during this phase include:

Requirements

- Review existing documentation to understand project scope and objectives.
- Conduct stakeholder interviews to gather necessary information and review existing documentation to understand project scope and objectives.

Design

- Develop a high-level design document outlining the project structure.
- Create detailed design specifications for each component of the implementation.

Installation and Testing

The goal during this phase is to install and configure the necessary components for the implementation. We also develop and conduct user acceptance testing to ensure functionality. T Tasks completed during this phase include:

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Configuration

- Install required software and configure systems as per design specifications.
- Set up databases, servers, and any other infrastructure needed for the implementation.

Development

- Develop custom components or integrations as outlined in the design phase.
- Test individual components for functionality and integration.

User Acceptance Testing (UAT)

- Engage stakeholders to participate in UAT.
- Address and resolve any issues identified during testing.

Training and Go Live

During this phase we provide training to end-users and administrators on system operation and launch the software into production. Tasks completed during this phase include:

Deployment

- Setup of production site

Training

- Develop/update training materials for end-users and administrators.
- Conduct training sessions to ensure users are proficient in using the system.

Go Live

- Coordinate with stakeholders for a smooth transition to the new system.
- Monitor system performance post-launch and address any immediate issues.

2. **Identify timeframes for major milestones, including timing for discontinuing legacy Systems.**
The preliminary work plan, provided in Topic 15, documents the deliverables/sub-deliverables and timeframes for major milestones.
3. **Discuss cost implications of the plan, including implications on maintenance fees and available Implementation options that would lower costs.**
One implementation option to lower costs is to adopt the ECOS fully integrated energy audit and not undertake the data exchange with the TREAT application. This would reduce costs by \$50,000 and may increase efficiency.
4. **Address the level of risk associated with each plan.**
Project risks are addressed in Topic 16.
5. **Why is this the approach you recommend?**
We are recommending the approach outlined above because it has been successful in several other states.
6. **Will the Vendor provide a tool for the State and the Vendor to communicate and share information throughout the Project – i.e. SharePoint, Portal?**
JAI software will streamline the process by providing the State with access to Microsoft Azure DevOps. The project team which includes stakeholders from JAI and the State will use DevOps to run project management tasks, communicate effectively, share resources, and manage project information within the Azure DevOps platform. This system ensures a cohesive workflow, enhanced collaboration, and efficient project management practices for improved productivity and project success.

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Topic 11 - Testing Management

1. **Describe in detail the end-to-end testing methodology you propose for this Project.**

To ensure comprehensive testing coverage for the new project, JAI Software proposes the following end-to-end testing methodology:

Testing Plan and Preparation

- **Test Plan Creation:** Initially, a detailed test plan will be developed outlining the scope, objectives, resources, timelines, and responsibilities for each phase of testing.
- **Resource Allocation:** Dedicated testing resources will be assigned to execute the test plan effectively.
- **Update Test Cases:** JAI has a library of test cases for the ECOS COTS system. We will work with NH DOE to develop additional test cases for new processes or features to be completed in the project.
- **Data Preparation for Testing:** Relevant test data for this project will be collected from various sources including mock data as needed. Data used for testing will adhere to data privacy regulations to ensure confidentiality and security.
- **Setup Test Environment** Testing environments that mirror how production environments will be setup, will be prepared to simulate real-world conditions.
- **Configuration Management:** System configurations will be documented and monitored to maintain consistency across testing phases.

Testing Process

- **Unit Testing:** Each unit of code will undergo rigorous testing to validate its functionality in isolation.
- **Automated Testing:** Automated unit tests will be implemented where necessary to streamline the testing process and ensure code reliability.
- **Integration Testing:** Modules will be integrated systematically to confirm their collaboration and seamless operation. Interfaces between modules will be tested to verify data exchange and communication protocols.
- **Functional Testing:** Will verify that each application feature works based on the defined requirements. Each function will be compared to the corresponding requirement to determine if the outcomes meet acceptance criteria.
- **System/Regression Testing:** The entire system will be tested as a whole, to evaluate its performance against defined requirements. System changes will undergo regression testing to identify any unintended impacts on existing features.
- **Penetration Testing:** We complete a cybersecurity assessment that involves simulating real-world cyberattacks or network to identify vulnerabilities. This allows us to assess our security position, uncover weaknesses, and implement necessary safeguards to protect against potential threats.
- **Stress Testing:** Stress testing is used to evaluate how ECOS performs under extreme conditions, such as heavy user loads or peak traffic volumes. This helps to identify potential bottlenecks, weaknesses, or failure points to optimize performance and enhance resilience.

2. **Describe testing tools that will be used as part of the Solution testing. Will these tools be available to the State or will the State be required to purchase tools?**

As part of the solution testing process, JAI Software will use a range of testing tools to ensure thorough evaluation and validation of the project. These testing tools will be made available to the State, fostering collaboration and transparency throughout the testing phase.

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Microsoft Azure DevOps

JAI Software leverages Microsoft Azure DevOps as a centralized platform to manage all tests efficiently, so this state will not be required to purchase tools.

Azure DevOps methodology for testing:

1. **Test Suites.** Test Suites in Azure DevOps allow us to organize related test cases together, making it easier to manage and track test coverage across different aspects of the solution.
2. **Test Plans.** Test Plans help in defining the overall testing strategy, including scope, approach, resources; and timelines. Each test plan encompasses a set of test suites to be executed.
3. **Test Cases.** Test Cases outline specific scenarios to be tested, including steps, expected results, and actual outcomes. These detailed test cases guide testers through the validation process.
4. **Testing Progress Reports.** These reports help the testing team track the overall testing of the Test Suite and the individual outcomes of the Test Plan and Test Cases.

Dedicated Test Site Setup

To facilitate State testers' access and streamline the testing process, JAI Software will provide a dedicated test site exclusively set up for testing purposes. This test site will offer the following benefits:

1. **Isolated Environment.** The dedicated test site ensures that State testers can evaluate the solution without impacting the production environment, maintaining data integrity and system stability.
2. **Exclusive Access.** State testers will have exclusive access to the test site, allowing them to conduct tests securely and comprehensively.
3. **Real-world Simulation.** The test site will replicate production-like conditions, enabling State testers to validate the solution's performance in a realistic setting.

By using Microsoft Azure DevOps for test management and providing a dedicated test site for State testers, JAI Software aims to streamline the testing process, enhance collaboration, and deliver a thoroughly tested and reliable solution for the project. The following chart describes the Primary (P) and Secondary (S) testing responsibilities required of Vendor Staff and State Staff.

Test Phase	Vendor Responsibility	State Responsibility	Tools	Time Frame
Testing Management	P		DevOps	See work plan
Test planning	P	S	DevOps	See work plan
Test scenario development	P	S	DevOps	See work plan
Data preparation	P	S	Test Site	See work plan
System preparation	P	S	Test Site	See work plan
Unit Testing	P		Dev Site	When developed
Integration Testing	P	S	Test Site	See work plan
System testing	P		Test Site	See work plan
Defect tracking	P	S	Test Site	Ongoing
UAT	S	P	Test Site	See work plan

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3. What support will be provided to prepare State staff prior to and during Acceptance Testing? (Training, user Documentation, staff on site, remote support, etc.)

To ensure a smooth transition and effective testing process, the following support mechanisms will be offered:

Training Webinars. Prior to acceptance testing, JAI Software will conduct training webinars tailored for the administrative agency in preparation for User Acceptance Testing. These sessions will cover the functionalities of the entire solution, testing procedures, and best practices for conducting acceptance tests.

User Documentation. Detailed user documentation will be provided to State staff, offering step-by-step guides on how to navigate the solution, execute test scenarios, and report issues encountered during testing. This documentation will serve as a reference guide throughout the acceptance testing phase.

Continued Training and Support. Through virtual communication channels, such as video calls or instant messaging, our support team will be accessible to troubleshoot issues, clarify doubts, and ensure a seamless testing experience.

JAI Software aims to empower State staff with the necessary resources and guidance to effectively prepare for and conduct acceptance testing. This multi-faceted support approach ensures that State staff are well-equipped to validate the solution and provide valuable feedback for further refinement.

4. Will configured Software be delivered in functional components for State Acceptance Testing?

For acceptance testing, JAI Software follows a structured approach to deliver configured software in functional components, ensuring that State stakeholders can comprehensively evaluate the solution. Here's how we facilitate this process:

Component-Based Configuration: Before delivery, the software is configured into distinct functional components aligned with the project requirements. Each component may represent one or many parts of a specific feature or module of the solution, enabling focused testing on individual functionalities.

Incremental Delivery Approach: JAI Software adopts an incremental delivery approach, providing functional components in iterative releases. This staged delivery allows State stakeholders to validate each component independently, ensuring that each part of the solution meets the desired specifications before integration.

Detailed Documentation: Accompanying each functional component delivery, detailed documentation outlines the configuration settings, intended functionality, and testing instructions. This documentation serves as a guide for State stakeholders during acceptance testing, facilitating a clear understanding of each component.

Integration Testing Support: While components are delivered separately, JAI Software

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also offers integration testing support to assist State stakeholders in verifying the interoperability and seamless integration of functional components. Our team remains available to address any integration issues and ensure the overall coherence of the solution.

By delivering configured software in functional components for acceptance testing, JAI Software aims to provide State stakeholders with a structured and manageable approach to validation. This methodical delivery process enhances transparency, allows for focused testing, and ultimately contributes to the successful acceptance of the solution.

5. The State has defined 3 levels of Defect severity. Describe how you will adopt this methodology or provide a mapping to outline your proposed representation of Defect severity.

JAI software uses Microsoft Azure DevOps to manage software-related work such as defects/bugs, modifications, and new features, JAI categorizes items based on four (4) priority levels to define their criticality and timeliness.

JAI staff will work with the NH DOE staff to ensure a common understanding of expectations by mapping the priorities from both approaches. This alignment helps maintain clarity and consistency in handling tasks and setting expectations across different workflows within Azure DevOps

6. What tools will be used to document and track status of suspected Defects?

Within Microsoft Azure DevOps, JAI uses various features to effectively document and track the status of work tickets associated with these tasks.

Work tickets are created within Azure DevOps to represent each defect, allowing for detailed documentation of the issue or feature to be addressed. These tickets are then assigned to team members responsible for their resolution. JAI can track the progress of each ticket, monitor changes made, and keep a log of discussions related to the task.

Azure DevOps aids in scheduling tasks by providing a centralized platform where timelines, dependencies, and milestones can be managed. JAI software team members can view the project schedule, understand task interdependencies, and make adjustments as necessary to ensure timely delivery of software releases.

Overall, Microsoft Azure DevOps plays a crucial role in helping JAI software streamline its development processes, maintain transparency in task management, define clear roadmaps, and facilitate effective scheduling of software-related work. The image of the DevOps KANBAN BOARD provides a view of how work item statuses are tracked.

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11. Outline your methodology for Security and Penetration Testing and provide confirmation that it is NIST SP800-115 compliant.

JAI will engage a third-party Security and Penetration testing team to conduct a Penetration Test that is NIST SP800-115 compliant. See Requirement T1.1 and Attachment J – Evolve Penetration Test Scope of Work.

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Topic 12 - Migration Strategy

1. **It is our assumption that the Data Conversion/Migration Plan is a Deliverable that will ultimately lay out the plan required to convert and migrate Data from FAP/EAP legacy system to the new environment. Discuss your high-level approach to carrying out Data conversion/migration activities. Be sure to discuss software tools and processes used to support this effort.**

The JAI approach to data migration requires the collaboration between Client and JAI teams, and incumbent system administrators if necessary. Requirements need to be carefully reviewed and clearly described in the Data Migration Plan which will be coordinated by JAI staff and reviewed and approved by NH DOE staff. The Plan will outline the data fields to be migrated, the database mapping process, the strategy for assessing data quality, how the data will be accessed and used in ECOS, a work plan to complete the data migration, and staff responsibilities.

Once the utility and code changes are completed, JAI will conduct a data migration test with sample data from the existing database(s). Prior to user training JAI will implement an initial data transfer. A second and final data transfer will be implemented after the legacy database is deactivated.

2. **Describe the approach that will be used for assessing Data quality and conducting Data cleansing prior to conversion. Be sure to include whose responsibility it will be and the process you are proposing to deal with incomplete records in the legacy system.**

We intend to work closely with NH DOE to assess data quality and conduct data cleansing before data conversion. We anticipate that NH DOE staff will coordinate with the local agencies regarding the data transfer of local WAP data to be provided in flat files. We also anticipate that the local agencies will be responsible for data cleansing of their respective data files. We anticipate that JAI will undertake any automated data quality corrections. Local agency and state staff will be responsible for making any manual corrections to incomplete data.

3. **Discuss the use of automated tools in Data conversion. When will automated tools be used? When will manual intervention be required?**

The software tools used for data transfer are discussed in Topic 4. We do not anticipate any manual intervention other than correcting data quality issues.

4. **What Data do you know will be challenging to convert/migrate and why? What special approach will you recommend as part of the planning document to help reduce the impact of this challenge on this Project?**

Since each agency has a separate database for WAP data, we anticipate challenges in data mapping and cleansing the WAP data. We will recommend an early start to the data migration project to flag potential risks and provide adequate time for planning and resolution.

5. **Discuss your approach to working with the Agency to document a Data conversion/migration plan and process. Describe how you will determine how much historical Data is available and what is appropriate to be made available within the new system.**

We will be responsible for presenting the Data Migration Plan to the Agency for final approval.

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However, a draft plan will be produced in collaboration with the Agency to ensure that requirements are met. JAI will review existing databases and data files to determine how many years of data are available. JAI will work with NH DOE staff to discuss how to determine the number of years of data to be transferred, based on state and funding agency requirements. We will share information about how much historical data we have transferred in other state EAP and WAP programs.

6. Define expectations for State and Vendor roles during the development of the Data conversion/migration plan and process.

We anticipate that NH DOE staff will play a key role as subject matter experts in the requirements review process where critical decisions are made. It is expected that NH DOE staff will be available for requirements meetings and will respond in a timely manner to requests for information and clarifications. JAI will closely coordinate with agency staff in the planning and implementation of the data migration process.

7. What lessons learned can you share with us from other Implementations that are important to understand as part of development of the Data conversion/migration plan and process?

We have learned that an effective data conversion plan is dependent on close collaboration between the JAI and NH DOE teams to clearly define all requirements, provide the database mapping, and the data quality assessment needed to transfer the data accurately. It will be important to review the data early in the project work plan in order to identify any potential challenges and provide opportunity for mitigation. Potential risks associated with data migration are described in Topic 16.

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Topic 13 - Environment Setup

1. **Describe the different Software and hardware environments required for the concurrent development, testing, and production of the proposed Solution. Discuss how the proposed environments support the implementation of the solution, including all necessary training.**
All hardware requirements are met with Azure Government Cloud resources. JAI will set up a Testing and Training Environment and a separate Production Environment. During the development process, the Testing and Training environment will be used for integration and system testing. The initial training and all subsequent training by JAI or NH DOE staff will be implemented in the Testing and Training Environment. Once a new release has been fully tested on that Environment, the release will be deployed in the Production Environment for live operations.

The Test Site is provided on an ongoing basis for training and assistance as needed. The training site is updated as new features are added. This site is always available for feature testing.

2. **The State believes that additional Software License fees solely related to establishing environments for normal development lifecycle would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.**

The license is a fixed fee to use the software service.

3. **Provide diagrams of the environment including Data architecture, Data flows**
See Attachment C.

4. **Describe the ramifications to the State if the recommended environment is not followed. (example – separate Database and Application Server works better for clients)**

JAI works closely with clients to accommodate clients' needs. Changing system architecture from JAI standard offering can have cost and performance ramifications.

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Project Management

Topic 14 - System Acceptance Criteria

1. Propose measurable criteria for State final Acceptance of the System.

We propose the Vendor Workbook as the appropriate criterium for State Final Acceptance of the System. JAI will assist NH DOE in the UAT testing process and will provide test cases. The final user acceptance will determine how many of the requirements have not been met and if there is an acceptable plan to complete unmet requirements.

2. Discuss how the proposed criteria serve the interest of the State.

The Vendor Workbook is in the interest of the State because it lists all of the requirements that the proposed solution is under contract to deliver.

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Topic 15 - Work Plan, Status Meeting, Reports

1. JAI will work with the State of NH DOE to review and finalize the Preliminary Work Plan.
2. The Preliminary Work Plan below depicts deliverables and milestones/critical events. The actual project will be managed through Azure the DevOps Delivery Plan feature, discussed below in number 5, where dependencies will be managed, and staff will be assigned. The payment schedule is provided in Section VII.

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PRELIMINARY WORK PLAN		Date	
NEW HAMPSHIRE HOME ENERGY ASSISTANCE SOFTWARE		PROJECTED	
ACTIVITY/DELIVERABLES/MILESTONES		DELIVERY	Responsibility
PLANNING AND PROJECT MANAGEMENT		Primary	Secondary
1	Conduct Project Kickoff Meeting	July 2024	JAI
2	Work Plan	August 2024	JAI/NHDOE
3	Project Status Reports and Weekly Meetings	Weekly Reports	JAI
4	Security Plan	August 2024	JAI
5	Communications and Change Management Plan	August 2024	JAI
6	Software Configuration Plan	August 2024	JAI
7	Systems Interface Plan and Design/Capability (TREAT design)	September 2024	JAI
8	Testing Plan	September 2024	JAI
9	Data Conversion Plan and Design	October 2024	JAI
10	Deployment Plan	November 2024	JAI
11	Comprehensive Training Plan and Curriculum	December 2024	JAI
12	End User Support Plan	December 2024	JAI
13	Business Continuity Plan	December 2024	JAI
14	Documentation of Operational Procedures	December 2024	JAI
CUSTOM MODIFICATIONS			
15	Requirements and Design	October 2024	JAI
16	Development and Unit Testing	January 2025	JAI
17	Execute Sample Data Conversion	December 2024	JAI
18	Test Data Conversion	December 2024	JAI
19	Pre Go Live Data Conversion	April 2025	JAI
INSTALLATION AND LICENSING			
20	Setup and Install Test/Training Site	October 2024	JAI
21	Provide Software Licenses if needed	November 2024	JAI
22	Configuration of the Test/Training Site	January 2025	JAI
23	Provide Software with Data Conversion Fully Tested	March 2025	JAI
TESTING			
24	Conduct Integration Testing	April 2025	JAI
25	Test In-Bound and Out-Bound Interfaces	April 2025	JAI
26	Conduct Regression Testing	May 2025	JAI
27	Conduct User Acceptance Testing	April 2025	NH DOE
28	Conduct System Performance (Load/Stress) Testing	April 2025	JAI
29	Certification of 3rd Party Pen Testing and Application Vulnerability Sca	April 2025	JAI
30	Software Configured and Operational to Satisfy State Requirements	May 2025	JAI
SYSTEM DEPLOYMENT			
31	Setup and Install Configured Production Site	April 2025	JAI
32	Converted Data Loaded into Production Environment	May 2025	JAI
33	Provide Tools for Backup and Recovery of all Applications and Data	May 2025	JAI
34	Execute Security Plan	June 2025	JAI
35	Conduct Training	May 2025	JAI
36	Cutover to New Software	June 2025	JAI
37	Provide Documentation	June 2025	JAI
38	Post Go Live Data Conversion	July 2025	JAI
OPERATIONS			
39	Ongoing Hosting Support	June 2025	JAI
40	Ongoing Support & Maintenance	June 2025	JAI
41	Conduct Project Exit Meeting	August 2025	JAI
		TOTAL	

Award No. 2401NHLIEA/ DE-EE0009916; Award Date: 10/27/23 & 06/26/2024
 ALN: 93.568/81.042
 Joseph Associates Inc.

Contractor Initials: 99
 Date: 9/5/25
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3. Define both proposed Written and Software Deliverables. Include sufficient detail that the State will be able to identify departures from the Plan in sufficient time to seek corrective action. In particular, provide information about staffing.

The NH DOE project management team will have direct access to DevOps which provides extensive detail and definition for each deliverable. This access will enable NH DOE to identify departures from the plan. All the deliverables identified in the Preliminary Work Plan plus all task associated with each deliverable will be tracked in DevOps.

4. Describe all Deliverables to be produced in the Project. Ensure that all Deliverables and milestones are identified in the Work Plan. Identify and discuss the following:

The work plan provided above lists all know project deliverables. The time required for each Milestone is described as a Milestone Duration and in the Vendor Staff Resource Hours Worksheet which is provided in Attachment I – JAI Software Price Proposal. Our staff work on various deliverables according to the need for each role. Staff roles are described in Section VI. Assignments of team members to each specific task will be completed once the project plan is fully defined in the Microsoft DevOps Delivery Plan feature.

Critical Success factors include:

- Timely Milestone Achievements
- Effective Stakeholder Communication
- Resource Management
- Risk Identification and Mitigation
- Quality Assurance and Control
- Team Collaboration and Alignment
- Adaptability to Change
- Continuous Improvement

5. Discuss how this Work Plan will be used and State access to Plan details.

Once the Work Plan is approved by the project team, JAI will provide project members with access to Microsoft Azure DevOps where the project plan will live. The project plan will be managed in Azure DevOps Delivery Plan feature. The image below provides a schedule for the project Milestones. Sub-deliverable will also be displayed. Each item can be clicked on to provide all available information associated with the deliverable or task.

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June 2024	July 2024	August 2024	September	October	November	December	January 2025	February	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September
<ul style="list-style-type: none"> ▼ Planning and Project Management <ul style="list-style-type: none"> • New ▼ System Modifications <ul style="list-style-type: none"> • New ▼ Data Migration <ul style="list-style-type: none"> • New ▼ Installation and Licensing <ul style="list-style-type: none"> • New ▼ Testing <ul style="list-style-type: none"> • New ▼ System Deployment <ul style="list-style-type: none"> • New ▼ Operations <ul style="list-style-type: none"> • New 															

6. Discuss frequency for updating the Plan, at a minimum biweekly and for every status meeting. Explain how the State will know whether the project is on schedule, project expenses incurred to date, and within budget.

The project work plan will be updated weekly and will be communicated to the State. The State will be able to easily see the progress of deliverables and whether or not deliverables are being completed based on the agreed-upon schedule.

Project budgets will be tracked outside of Azure DevOps within an excel tracking sheet. The State will be provided access to this sheet for tracking purposes during bi-weekly project meetings.

7. Define your planned approach to maintaining all project documentation. For example, how will this documentation be available to the State staff (Word Doc, SharePoint, etc.).
 We store and maintain all project artifacts within Microsoft DevOps. Project artifacts provided by JAI and the state may come in many forms like word, excel, pdf, and more. Project artifacts are assigned to each Project Work Item (deliverable/sub-deliverable). State personnel will have access to all Project Work Items within Azure DevOps

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Pre-Go-Live		Go-Live		Post-Go-Live		Post-Go-Live		Post-Go-Live		Post-Go-Live		Post-Go-Live		Post-Go-Live	
June 2024	July 2024	August 2024	September 2024	October 2024	November 2024	December 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025
06-01	07-01	08-01	09-01	10-01	11-01	12-01	01-01	02-01	03-01	04-01	05-01	06-01	07-01	08-01	09-01
Planning and Project Management • New															
		System Modifications • New								System Deployment • New					
				Data Migration • New											
						Installation and Licensing • New									
								Testing • New							
												Operations • New			

8. Discuss frequency for updating the Plan, at a minimum biweekly and for every status meeting. Explain how the State will know whether the project is on schedule, project expenses incurred to date, and within budget.

The project work plan will be updated weekly and will be communicated to the State. The State will be able to easily see the progress of deliverables and whether or not deliverables are being completed based on the agreed upon schedule. Project budgets will be tracked outside of Azure DevOps within an excel tracking sheet. The State will be provided access to this sheet for tracking purposes during bi-weekly project meetings.

9. Define your planned approach to maintaining all project documentation. For example, how will this documentation be available to the State staff (Word Doc, SharePoint, etc.). We store and maintain all project artifacts within Microsoft DevOps. Project artifacts provided by JAI and the state may come in many forms like word, excel, pdf, and more. Project artifacts are assigned to each Project Work Item (deliverable/sub-deliverable). State personnel will have access to all Project Work Items within Azure DevOps

Project Reporting will serve the needs of State Project leaders.

1. The State believes that effective communication and Reporting are essential to project success. As reasonably requested by the State, the Vendor shall provide the State with information or reports regarding the Project. The vendor shall prepare special reports and presentations relating to Project Management and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

JAI is agreeable to this approach.

2. Describe your planned project management activities including Introductory and Kickoff Meetings, Status Meetings, Work Plan Updates, and Special Meetings. Discuss frequency, duration, participants, agenda items, etc.

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We anticipate that NH DOE Staff will attend two meetings weekly during implementation. One meeting will be focused on Project Management and will provide project updates, a review of the schedule, scope, budget and discuss any issues or risks. The second weekly meeting will be more technical in nature and will be to review requirements, review and approve modification designs, and discuss technical details in more depth.

JAI will provide weekly status updates including work achieved, current challenges, and upcoming priorities throughout the implementation phase.

3. Describe how you will report Project health to communicate Project status with Stakeholders and for the early recognition of factors that may result in Project problems requiring special attention.

During our weekly project meeting, JAI will discuss any issues or risks that may impact the project schedule or budget that may result in problems that require special attention.

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Topic 16 - Risk and Issue Management

- 1. Provide proposed methodologies for project risk and issue management. Discuss State and Vendor responsibilities. The State seeks a clear means to compare planned versus actual status, including percentages, at a sufficiently detailed level to ensure the State can adequately monitor the progress of the Project. Be sure to identify any essential time constraints on State actions. Escalation procedures will be defined in a Contract between the State and the Vendor.**

Risks are mitigated through comprehensive planning, and consistent and effective communications. Risks are managed by early identification followed by steps to avoid or mitigate the potential consequences. Based on prior experience and analysis of the Business and Technical Requirements we identify three potential risks factors.

1. Data Migration – Much depends on availability of quality database-documentation, the quality of the data, a clear understanding of the purpose of the data being migrated, cooperation of the incumbent vendor and client access to the incumbent database, These items can increase risk. The Data Migration Deliverable work begins early in the work plan to reduce risk through early detection of any impediments.
2. Potential Missed Requirements – Missed requirements can cause project delays and can have cost implications. Work plans and budgets are based on our understanding of the requirements provided and the answers to vendor questions. The risk of missed requirements is mitigated through early review and clarification of the requirements to identify any that were missed or misunderstood.

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Topic 17 - Scope Control

1. **Demonstrate your firm’s ability to manage scope creep by discussing tools and methodologies, as well as past project experiences.**

The *PMBOK Guide 7th Edition* defines scope creep as “when additional scope or requirements are accepted without adjusting the corresponding schedule, budget, or resource needs” (PMI, 2021). Controlling scope creep begins with a thorough requirements analysis that JAI will conduct in collaboration with the NH DOE project team. The goal of the requirements analysis is to identify any missed requirements and to clarify any uncertainties. This analysis will provide the project baseline for a common understanding of the project scope. The preliminary project work plan will be updated based on this analysis.

The updated Project Work Plan serves as the baseline, and every effort is made to stick to the Plan. The JAI scope change process requires a Customization of Enhancement request from our clients which includes a description of the change and a requested timeline.

Clients are expected to provide scope change requirements with JAI assistance. Upon the completion of a requirements analysis JAI will provide a timeline and budget. This information is provided to the client for approval before work is started.

Scope change requests are tracked in JAI DevOps system where requirement for the requested change can be managed and refined. The client will have access to this system to have real-time information about the request.

The JAI project manager will use spreadsheets and visual Gantt charts to visualize and monitor scope and progress. Impact of change requests are recorded on the Work Plan.

We mitigate the cost implications of scope creep by including a broad range of services in the M&S contract for a fixed fee. Clients do not need to submit a scope change request for the JAI support team to create a new report or modify an existing report, for example. Our goal is to limit scope changes, unless they are critical to client needs, and we aim to process client requests through the ongoing M&S contract.

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Topic 18 Quality Assurance Approach

1. **Describe the methodology that will be employed to assure that each type of Deliverable is of high quality before submission for State consideration (Written, Software, and Non- Software). Discussion should include but not be limited to:**
 - **Provision for State input to the general content of a Written Deliverable and Non- Software Deliverables prior to production.**

JAI standard practice is to provide our clients with concepts and drafts for non- software deliverables for review and input prior to document submission. This process is a key component of our collaborative approach to project implementation. It helps validate that the project requirements are correct and commonly understood by the project team.
 - **The standard for Vendor internal Review of a Written Deliverable and Non- Software Deliverables prior to formal submission.**

The technical content of Written Deliverables and Non-Software Deliverables is prepared by the appropriate technical staff at JAI. These deliverables are then reviewed by the appropriate members of the project management team prior to submission for client review.
 - **Testing of Software Deliverables prior to submission for Acceptance Testing.**

The JAI team conducts a thorough testing prior to submission UAT. The JAI testing process is described in TOPIC 11 TESTING MANAGEMENT

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Ongoing Operation

Topic 19 - Hosting System

- 1. Service is Commercial Off the Shelf Software (COTS), Software-as-a-Service (SaaS), Platform-as-a-service (PaaS), or Infrastructure-as-a-Services (IaaS). Refer to the glossary for definitions.**

JAI is offering a Software-as-a-Service model. ECOS provides a COTS solution that is modifiable to meet emerging needs and client specific requirements. The State will have the capability to use the ECOS application running on the Microsoft Azure Government cloud infrastructure accessible through a web browser.

- 2. The State requires the service provider to use web services exclusively to Interface with the State of New Hampshire's Data in near Real-Time when possible. Describe any client software or plug-in downloads that may be required.**

We may require a SSL/TLS Certificate to encrypt sensitive data that is being transferred

Certified Data Center

- 1. Provide Certifications and latest audit of the Data Center(s) being used in the Solution offered.**

The Microsoft Azure Government Cloud has independent SOC 2 Type 2 audits performed annually.

Microsoft Azure cloud environments meet demanding US government compliance requirements and security certifications that produce formal authorizations. This environment is approved by the following agencies:

- Federal Risk and Authorization Management Program (FedRAMP)
- Department of Defense (DoD) Cloud Computing Security Requirements Guide (SRG) Impact Level (IL) 2, 4, 5, and 6
- Joint Special Access Program (SAP) Implementation Guide (JSIG)
- FedRAMP High Provisional Authorization to Operate (P-ATO) issued by the FedRAMP Joint Authorization Board (JAB)
- DoD IL2 Provisional Authorization (PA) issued by the Defense Information Systems Agency (DISA)

- 2. If Certifications and audits cannot be provided the service provider will be required to implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Information and Non-Public Information. Such security measures must be in accordance with recognized industry practices such as in the National Institute of Standards and Technology (NIST) Controls 800-53 Rev 4 where applicable. Describe controls including but not limited to:**

NA since Certifications are available.

- 3. Describe how the service provider will provide compliance to all Federal and State of New Hampshire laws, regulations, statutes, policies, standards, and best practices relevant to internet-based Hosting.**

Our internet-based Hosting is on Azure Government Cloud complies with Federal laws and regulations. Our solution has received FedRAMP Authorization to Operate (ATO) for a client that has adopted FedRAMP standards for the state. We will work with the NH

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DOE team and designated NH IT security staff to ensure that our services are compliant that all state laws, policies, and standards regarding internet-based Hosting.

4. **The State requests regularly scheduled Reporting to the State of New Hampshire. Describe the availability of Reports available to the State including latency statistics, user access, user access IP address, user access history and security logs for all State of New Hampshire files related to this RFP.**
JAI logs and can report on all the metrics and information listed #4. Log tables are stored in Azure Analytics Workspace and can be reported and exported.
5. **The State requires the system to be available 24/7/365 (with agreed-upon maintenance downtime), and for the Vendor to provide service to customers as defined in a Service Level Agreement (SLA) which will be developed and agreed to in the Contract phase. The State also requires the service provider to guarantee 99.9% uptime (excluding agreed-upon maintenance downtime). Describe how you will meet these requirements.**
Our proposed Hosting on the Microsoft Azure Government Cloud meets the 99.9% uptime requirement. We will inform NH DOE of any required downtime for maintenance. We will comply with Azure Government maintenance requirements to meet the uptime requirement.

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Topic 20 - Backup and Recovery

1. Describe the tools used for Backup and Recovery of Applications and Data.

The database is backed up using an automated SQL Server job that runs nightly and is uploaded into an Azure storage account. An Azure Recovery Service Vault is used to create an image back-up of the disks used by the SQL Server VM.

2. Describe timelines for scheduled backup of Data and Servers including the retention schedule.

The ECOS backup process will have minimal impact on the system, only affecting users who attempt to access the system between the hours of 12 AM and 4 AM. The backup and maintenance window can be configured to occur at our clients' convenience.

Backups are retained for 180 days with soft delete enabled which allows backup to be undeleted within 14 days.

3. Describe the impact of the proposed backup process on the operation of the System.

Also, address the following:

Because backups are conducted between 12AM and 4AM the process will have minimal impact on operations. Azure storage solutions employ geo-redundant replication. JAI works with clients to develop, review and approve Disaster Recovery and Business Continuity plans.

a. Use of and method for logging and journaling.

Logs for backup activities at the database level are stored on a separate log disk used by the SQL VM. Logs for backup activities at the VM level are stored in Azure Analytics Works.

b. Single points of failure and recommended approaches for their elimination.

To eliminate the impact of a single point of failure, JAI provides a seamless backup process, load balancing, and failover mechanisms that can be employed to ensure system reliability and continuity in case of component failures. In the event that JAI discovers a potential single point of failure, this would be considered a priority one (1) critical item for resolution.

c. Approach to redundancy including backup material securely transferred from the site to another secure location to avoid complete Data loss with the loss of a facility.

ECOS is hosted on Azure Government Cloud at their Virginia facility, backups are transferred to the secondary location in Arizona. All data is maintained in the contiguous United States.

d. Explain your high-level methodology for creation of a Disaster Recovery Plan.

JAI will provide its standard Disaster Recovery Plan to NH and we expect to update NH based on communication from NH IT staff.

e. Discuss how the disaster recovery plan identifies appropriate methods for procuring additional hardware in the event of a component failure. Also describe any impact of Software License fees. The State believes that additional Software License fees solely related to redundancy for Backup and Recovery would be inappropriate. If the Proposal differs from this standard, describe

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and provide rationale for the difference.

No additional physical hardware or additional license fee will be necessary for carrying out our restoration in the event of an outage.

Discuss how the disaster recovery plan addresses the recovery of lost State Data as well as your own. In the event of a data center outage, we would restore the SQL Server to the secondary location. This would be followed by testing of the configuration followed by system testing of the application. After verification from testing, we would notify the state that the secondary site is available. We would then reconstitute and test the primary site. Details are available in our Disaster Recovery Plan which will be reviewed and approved by the project team.

- f. **Will the Solution include the option to have the collected Data stored at the Vendor's site, at the State site or both?**

Typically, we maintain all data in Azure. If requested, we can provide backup data to the state for storage.

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Topic 21 - Assurance and Business Continuity Plan

1. **Provide a plan for business continuity if a disaster occurs at the Data center that is Hosting the proposed Solution.**

Response to TROPIC 20 BACKUP AND RECOVERY provides a summary of JAI plans and procedures for business continuity and disaster recovery.

ECOS Disaster Recovery Plan, which outlines procedures to efficiently ensure business continuity will be provided to the NH DOE team for review and approval.

2. **The State believes that additional Software License fees solely related to redundancy for assurance of business continuity would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.**

The standard ECOS M&S Agreement fee includes all redundancy and systems recovery features, no additional fees are required.

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Topic 22 - Support and Maintenance for Vendor Hosted System

1. **Describe how the System hardware, Software, and Database will be maintained in accordance with the Specifications, terms, and conditions of the RFP, including providing upgrades and fixes as required.**

The ECOS Maintenance and Support Agreement (Attachment A) describes how the hardware, Software, and Database will be maintained according to specifications. We provide the ECOS M&S Agreement to be used as an attached reference document in ongoing maintenance and support contracts.

2. **Describe the Help Desk Support that will be available to State staff including hours of operation, phone vs email, access to technical support staff.**

JAI Help Desk support services are described in the attached ECOS M&S Agreement.

3. **Describe the classification of a Software Defect (bug) that will be used to indicate the degree of negative impact on the quality of the Software and anticipated response times. See ECOS M&S agreement attached.**

4. **Describe any particular procedures required to handle escalation and emergency calls.**

The ECOS M&S Agreement describes the process of escalation and emergency calls.

5. **Detail the types and frequency of support tasks required.**

The following types of work tickets are managed and tracked as follows:

- **Configuration** – An item requiring changes in configuration data that can be implemented by support staff. At times a Configuration item may need to be escalated to technical staff.
- **Data Fix** – An item requiring JAI technical staff to make data corrections directly to the database in the production environment.
- **Bug Fix** – An item that requires JAI to make a change in the codebase.
- **Support Task** – This includes any action that corrects a client issue or assists client workflow. These may include user training, client meetings, as well as backlog and/or security management.
- **New Feature** – This includes new functionality requested by a client as a customization.
- **Data Transfer** – This includes data migration, data transfers with external systems, or interfaces with external systems.

We are able to provide a report on the frequency of different types of support tasks, if requested. The frequency of tasks varies among clients.

6. **Describe any different levels and or models of support and maintenance that you provide.**

Tier I and Tier II support options are described in the ECOS M&S Agreement.

7. **Describe how the Vendor will work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:**

JAI will work with the State team to identify and troubleshoot potentially large-scale failures and deficiencies. JAI will track the frequency of issues that may indicate a potential large-scale failure. JAI will search for and correct the root cause of any large-scale failures in order to avoid any similar recurrence. JAI uses the Work Ticket System to identify repeat calls caused by the same root software problem. JAI Work Ticket system collects and maintains the

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following information:

- a. Nature of the deficiency
- b. Current and historical statuses of the deficiency
- c. Steps to reproduce the deficiency
- d. Acceptance criteria
- e. Diagnosis of the root cause
- f. Tracking to identify repeat deficiencies
- g. Time tracking of all activities

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

The terms outlined in the Payment Schedule is set forth below:

1. AGREEMENT PRICE

Notwithstanding any provision in the Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in P-37 General Provisions - Block 1.8: Price Limitation. The payment by the State of the total Agreement price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

2. TRAVEL EXPENSES

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Agreement. The Contractor must assume all travel and related expenses incurred by Contractor in performance of its obligations. All labor rates in this Agreement will be considered "Fully Loaded," including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and any additional out of pocket expenses.

3. SHIPPING FEES

The State will not pay for any shipping or delivery fees unless specifically itemized in this Agreement.

4. INVOICING

The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Agreement and identified in the Payment Schedule below. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within 30 days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

5. INVOICE ADDRESS

Invoices may be sent to:

Department of Energy, Shannon Nolin, 21 South Fruit St., Suite 10, Concord, NH 03301

STATE OF NEW HAMPSHIRE

Department of Energy

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

6. PAYMENT ADDRESS

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>.

7. OVERPAYMENTS TO THE CONTRACTOR

The Contractor shall promptly, but no later than 15 business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

8. CREDITS

The State may apply credits due to the State arising out of this Agreement, against the Contractor's invoices with appropriate information attached.

9. PROJECT HOLDBACK

The State shall withhold 10% of each monthly invoiced amount, as set forth in the Payment Table, until the Department unconditionally accepts all Deliverables, except there will be no hold back for Software License fees and monthly ECOS Hosting, Maintenance and Operations fees.

10. PAYMENT SCHEDULE

10.1 Agreement Type

This is a not to exceed Agreement. The total Agreement value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Agreement. This Agreement will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

Each Milestone will be completed within the number of months listed below, and invoiced on a monthly basis at the monthly amount listed below.

10.1.1. Activities/Deliverables/Milestones Pricing

Planning and project management:	\$108,900	12 Months at \$9,075
Custom modifications:	\$200,000	7 Months at \$28,571
Installation:	\$40,000	8 Months at \$5,000
Testing:	\$89,000	5 Months at \$17,800
System Deployment:	\$63,000	3 Months at \$21,000
Operations:	\$32,500	9 Months at \$3,611

10.1.2. Hardware Pricing

Not applicable.

10.1.3. Software License Pricing

Licenses: \$250,000

The license fee will be invoiced in two payments of \$125,000 each. The first payment will be invoiced in the month that the test/training site is set up. The second payment will be invoiced when ECOS is installed and set up on the production site.

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

10.1.4. Azure Government Hosting, Software Operations, Maintenance and Support Pricing

Combined services: \$30,000 per month

Fees shall be invoiced monthly at the end of the month for which services are provided after ECOS is installed and set up on the production site.

10.1.5. Hosting Pricing

Included in 10.1.4

10.1.6. Other Cost Pricing

Not applicable

10.1.7. Implementation Pricing Summary

All contacted services: \$1,143,400.

10.1.8. Contractor Staff, Resource Hours and Rates Worksheet

Contractor bills only professional staff and all at the rate of \$150 per hour.

10.1.9. Future Contractor Rates Worksheet

The State may request additional Services from the Contractor. The State and Contractor agree to the following rates in the event the Agreement is extended as described in P-37 General Provisions, Section 3 Effective Date/Completion of Services.

Professional services at the rate of \$150 per hour.

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STATE OF NEW HAMPSHIRE
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EXHIBIT D – CUSTOM SOFTWARE AGREEMENT

EXHIBIT D – SOFTWARE LICENSE AGREEMENT

The terms outlined in the Software License Agreement are set forth below:

1. License Grant.

During the Subscription Term, the State will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the Software solely for the State's internal business operations subject to the terms of the Agreement and an unlimited number of licenses.

The Parties acknowledge that this Agreement is a services agreement and Contractor will not be delivering copies of the Software to Customer as part of the Agreement.

2. Software Title. Title, right, and interest (including all ownership and intellectual property rights) in the Software provided under this agreement, and its associated documentation, shall remain with the Contractor.

3. Software and Documentation Copies. Contractor shall provide the State with one (1) electronic version (Microsoft Word and PDF format) of the Software's associated Documentation. The State shall have the right to copy the Software and its associated Documentation within its possession for its internal business needs. To the extent that the State does not have possession of the Software, Contractor shall provide a copy of the Software and associated Documentation upon request. The State agrees to include copyright and proprietary notices provided to the State by the Contractor on such copies.

4. Restrictions. Except as otherwise permitted under the Agreement, the State agrees not to:

- a. Remove or modify any program markings or any notice of Contractor's proprietary rights;
- b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as contemplated herein to provide home energy assistance ; or
- c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

5. Viruses. Contractor shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications. As a part of its internal development process, Contractor will use reasonable efforts to test the Software for viruses.

6. Audit. Upon 45 days written notice, Contractor may audit the State's use of the programs at Contractor's sole expense. The State agrees to cooperate with Contractor's audit and provide reasonable assistance and access to information. The State agrees that Contractor shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, Contractor's audit rights are subject to applicable State and federal laws and regulations.

STATE OF NEW HAMPSHIRE
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DoIT # 2024-060 – Home Energy Assistance Program Software Solution
EXHIBIT D – CUSTOM SOFTWARE AGREEMENT

7. Software Non-Infringement. Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any and all component parts thereof such as third-party software or programs that may be embedded in the Software (“Contracted Resources”) provided under this Agreement, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Agreement. In the event that someone makes a claim against the State that any Contracted Resources infringe their intellectual property rights, Contractor shall defend and indemnify the State against the claim provided that the State:

- a. Promptly notifies Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives Contractor control of the defense and any settlement negotiations; and
- c. Gives Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.

Notwithstanding the foregoing, the State’s counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

If Contractor believes or it is determined that any of the Contracted Resources may have violated someone else’s intellectual property rights, Contractor may choose to either modify the Contracted Resources to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may end the license, and require return of the applicable Contracted Resources and refund all fees the State has paid Contractor under the Agreement.

8. Control of All Component Elements. Contractor acknowledges and agrees that it is responsible for maintaining all licenses or permissions to use any third-party software, equipment, or services that are component parts of any deliverable provided under this agreement for the entire term of the Agreement. Nothing within this provision shall be construed to require Contractor to maintain licenses and permissions for Software acquired by the State directly or through third parties which may be integrated with the Contractor’s deliverables.

9. Custom Software. Should any custom source code be developed, Contractor shall provide the State with a copy of the source code, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of any custom developed software.

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DoIT # 2024-060 – Home Energy Assistance Program Software Solution
EXHIBIT E – ADMINISTRATIVE SERVICES

EXHIBIT E – ADMINISTRATIVE SERVICES

1. DISPUTE RESOLUTION

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the Party believing itself aggrieved (the “Invoking Party”) shall call for progressive management involvement in the dispute negotiation by written notice to the other Party. Such notice shall be without prejudice to the Invoking Party’s right to any other remedy permitted under the Agreement.

The Parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the Parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Table E-1.			
DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
Primary	Project Manager	Project Manager	5 Days
First	Technical Lead	LIHEAP Manager	10 Days
Second	Director of Client Relations	Director, Policy and Programs	10 Days
Third	CEO	Commissioner	15 Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party’s notice is received by the other Party. Subsequent allotted time is days from the date that the original Invoking Party’s notice is received by the other Party.

2. ACCESS AND COOPERATION

Subject to the terms of this Agreement and applicable laws, regulations, and policies, the State will provide the Contractor with access to all program files, libraries, personal computer-based Systems, Software packages, Network Systems, security Systems, and hardware as required to complete the contracted Services.

3. RECORD RETENTION

Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Agreement. Contractor and its Subcontractors shall retain all such records for three years following termination of the Agreement, including any extensions. Records relating to any litigation matters regarding the Agreement shall be kept for one year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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EXHIBIT E – ADMINISTRATIVE SERVICES

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three-year period following termination of the Agreement and one-year Term following litigation relating to the Agreement, including all appeals or the expiration of the appeal period. Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

4. ACCOUNTING

Contractor shall maintain an accounting System in accordance with Generally Accepted Accounting Principles (GAAP). The costs applicable to the Agreement shall be ascertainable from the accounting System.

5. AUDIT

The Contractor shall allow the State to audit conformance to the Agreement terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.

6. MISCELLANEOUS WORK REQUIREMENTS

6.1 Access to State Systems

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), Contractor understands and agrees to abide by all policy and procedures documented in the New Hampshire Statewide Information Security Manual (available on request) or derivatives and the following rules:

6.1.1. Computer Use

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and/or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being

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DoIT # 2024-060 – Home Energy Assistance Program Software Solution

EXHIBIT E – ADMINISTRATIVE SERVICES

evaluated by the State, can be used by Contractor Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

- e. That if Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the individual may face removal from the State Agreement, and/or criminal or civil prosecution, if the act constitutes a violation of law.
- f. That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request).

6.1.2. Email Use

Email and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as “internal email systems” or “State-funded email systems.” Contractor understands and agrees that use of email shall follow State standard policy (Statewide Computer Use Policy is available upon request).

6.1.3. Internet/Intranet Use

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (Statewide Computer Use Policy is available upon request).

6.2 State Website Copyright

All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

6.3 Workspace Requirement

Not Applicable

6.4 Workplace Hours

Unless otherwise agreed to by the State, the Contractor's personnel shall work 40 hour weeks between the hours of 8 am and 5 pm (Eastern Time), excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager.

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DoIT # 2024-060- Home Energy Assistance Program Software Solution
EXHIBIT F – TERMS AND DEFINITIONS

EXHIBIT F – TERMS AND DEFINITIONS

The following general contracting terms and definitions apply except as specifically noted elsewhere in this Agreement.

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Confidential Information	<p>Information required to be kept Confidential and restricted from unauthorized disclosure under the Agreement. “Confidential Information” or “Confidential Data” means all private/restricted confidential information disclosed by one party to the other.</p> <p>Confidential Information includes any and all information owned or managed by the State of NH of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.</p>
Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Contractor during the Agreement term.
Data Breach	Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for any other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, “Data Breach” shall have the same meaning as the term “Breach” in section 164.402 of Title 45, Code of Federal Regulations.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	Any written, software, or non-software item (letter, report, manual, book, code, or other) provided by the Contractor to the State or under the terms of an Agreement requirement.

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DoIT # 2024-060- Home Energy Assistance Program Software Solution

EXHIBIT F – TERMS AND DEFINITIONS

Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued Acceptance.
Personal Information	“Personal Information” (or “PI”) or “Personally Identifiable Information” (PII) means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.
Project	The planned undertaking regarding the entire subject matter of an RFP and Agreement and the activities of the parties related hereto.
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.

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EXHIBIT F – TERMS AND DEFINITIONS

Security Incident	“Security Incident” shall have the same meaning “Computer Security Incident” in section two of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Services	The work or labor to be performed by the Contractor on the Project as described in an Agreement.
Software	All Custom, SAAS and COTS Software provided by the Contractor under the Agreement.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Agreement.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Solution	A proposed set of Software and Services addressing the requirements and terms of the RFP or sole source project.
Specifications	Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Agreement, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Agreement Documents. The Specifications are, by this reference, made a part of the Agreement as though completely set forth herein.
State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State’s hardware, the Contractor’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.

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EXHIBIT F – TERMS AND DEFINITIONS

Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Agreement under a separate Agreement with or on behalf of the Contractor.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Agreement from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Agreement.
Work Plan	Documentation that details the activities for the Project created in accordance with the Agreement. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix B: <i>Business/Technical Requirements and Deliverables</i> . The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.

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DoIT # 2024-060 – Home Energy Assistance Program Software Solution

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

EXHIBIT G – CONTRACTOR CERTIFICATES

1. Certification Regarding Lobbying
2. Certification Regarding Debarment and Suspension
3. Certification Regarding the Americans with Disabilities Act Compliance
4. Certification Public Law 103-227, Part C Environmental Tobacco Smoke
5. Certification Regarding The Federal Funding Accountability and Transparency Act (FFATA) Compliance
6. Certification of SAM.gov Registration
7. Contractor's Certificate of Good Standing
8. Contractor's Certificate of Vote/Authority
9. Contractor's Certificate of Insurance

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DoIT # 2024-060 – Home Energy Assistance Program Software Solution
EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

CERTIFICATION REGARDING LOBBYING

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

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

I acknowledge, understand, and accept these terms and conditions:

Contractor Signature: John Joseph Date: 9/5/25

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EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

CERTIFICATE REGARDING DEBARMENT, SUSPENSION, AND OTHERS

Certification Regarding Debarment, Suspension, and Other Responsibility Matters –

Primary Covered Transactions.

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

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

Instructions for Certification

- (1) By signing and submitting this proposal (Agreement), the prospective primary participant is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Energy(NH DOE) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when NH DOE determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, NH DOE may terminate this transaction for cause or default.
- (4) The prospective primary participant shall provide immediate written notice to NH DOE to whom this proposal (Agreement) is submitted if at any time the prospective primary participant learns that its

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EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

- certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
 - (6) The prospective primary participant agrees by submitting this proposal (Agreement) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NH DOE.
 - (7) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,” provided by NH DOE, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - (8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
 - (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - (10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, NH DOE may terminate this transaction for cause or default.

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

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

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

The prospective lower tier participant further agrees by submitting this proposal (Agreement) that it will include this clause entitled “Certification Regarding Debarment, Suspension, Ineligibility,

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and Voluntary Exclusion - Lower Tier Covered Transactions,” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge, understand, and accept these terms and conditions:

Contractor Signature: John Joseph Date: 9/5/25

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**CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this proposal (Agreement) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

I acknowledge, understand, and accept these terms and conditions:

Contractor Signature: John Joseph Date: 9/5/25

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

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

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

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

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

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

I acknowledge, understand, and accept these terms and conditions:

Contractor Signature: John Joseph Date: 9/5/25

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF ENERGY - CONTRACTORS

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

Shannon Nolin, Project Manager, New Hampshire Department of Energy
21 S. Fruit Street, Suite 10, Concord, NH 03301

- (A) The Contractor certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

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

I acknowledge, understand, and accept these terms and conditions:

Contractor Signature: John Joseph Date: 9/5/25

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the New Hampshire Department of Energy must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts/CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principal place of performance
- 9) Unique identifier of the entity (UEI #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the New Hampshire Department of Energy and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

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

OMB Burden Disclosure Statement

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

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

Applicability and Period of Obligation

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

Employment Practices

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

Award No. 2401NHLIEA/ DE-EE0009916; Award Date: 10/27/23 & 06/26/2024
ALN: 93.568/81.042
Joseph Associates Inc.

Contractor Initials: 
Date: 9/5/25
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Subrecipient Assurance

The Contractor shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

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

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

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

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Contractor Certification

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

Representative Name/Title: John Joseph, CEO

Signature John Joseph Date 9/5/25

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State of New Hampshire

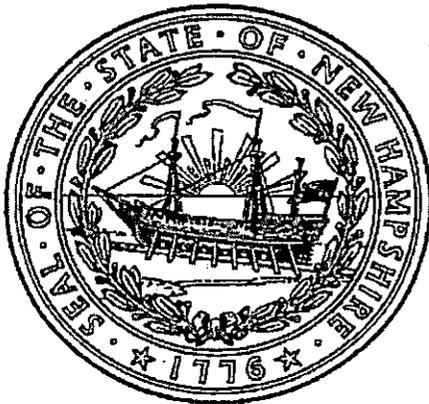
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that JOSEPH ASSOCIATES, INC. is a Maine Profit Corporation registered to do business in New Hampshire as JOSEPH ASSOCIATES INC. on July 09, 2024. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 965464

Certificate Number : 0006741102



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of July A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular outline.

David M. Scanlan
Secretary of State

Resolution of the Board of Directors

of

Joseph Associates, Inc.

I, the undersigned John M. Joseph, Jr., being the sole director of Joseph Associates, Inc., a Maine corporation, in a meeting dated June 28, 2024, do hereby make the following resolutions and have hereby signed my written consent hereto.

RESOLVED, that the president and CEO of the Company, John M. Joseph, Jr., a citizen of the state of Maine, shall be authorized to execute any and all documents, including binding contracts, on behalf of the Company to enter into any agreement with the State of New Hampshire and bind the Company thereby. This authority applies to any and all contracts that the Company enters into with the State of New Hampshire.

FURTHER RESOLVED, that the provisions of this resolution shall remain in full force and effect until specifically rescinded by resolution of the Board of Directors of the Company.

This action is effective as of the 3rd of September, 2024.



John M. Joseph, Jr., Sole Director

