



DEPARTMENT OF ENERGY
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47

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March 25, 2026

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Website:
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March 25, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Energy (Department) to enter into a contract with JCN Partners (dba Everblue) (JCN), of Huntersville, NC, Vendor #477700, for an amount not to exceed \$32,410,664, to implement the process of rebates in coordination with Inflation Reduction Act Section 50122, Home Electrification and Appliance Rebate Program (HEAR), effective upon Governor and Executive Council approval, through September 30, 2031. The contract term may be extended up to three additional years, at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term under the same terms and conditions and Governor and Executive Council approval. **Funding is 100% Federal Funds.**

Funding is available in the account HOME ELECTRIFICATION REBATES in FY26, and funding for FY27-FY29 is contingent upon future awards of federal funds through HEAR program as follows, with the authority to adjust encumbrances between fiscal years through the Budget Office if needed and justified:

02-52-52-520010-65760000-102-500731 Contract for Implementation Services:

| Fiscal Year | Amount |
|--------------|---------------------|
| FY2026 | \$7,751,841 |
| FY2027 | \$8,219,608 |
| FY2028 | \$8,219,608 |
| FY2029 | \$8,219,607 |
| Total | \$32,410,664 |

EXPLANATION

The Department respectfully requests authority to enter into a contract with JCN Partners in an amount not exceeding \$32,410,664. \$4,611,000 will be used for implementation of the program and \$27,799,664 will be used to provide rebates to qualifying residential customers.

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
March 25, 2026
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The Department issued a Request for Proposal (RFP) #2025-042 on September 26, 2025, for the IRA Home Electrification and Appliance Rebate Program (HEAR), with proposals due on December 2, 2025. The notice of the RFP was posted on the Department's website and posted on the procurement website at the Department of Administrative Services for the entire open period. The RFP was also distributed to the New Hampshire Department of Energy Newsletter.

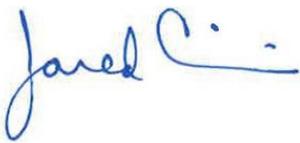
The Department received two responses to its RFP. Those two proposals were reviewed and scored by an evaluation team made up of the following Department employees: the Director of Policy and Programs; Grants Program Administrator; Legislative Liaison; and Federal Funds Program Specialist. JCN Partners was determined to be the highest-scoring qualified proposal.

This program is designed to provide rebates to residential customers, including both homeowners and renters to install electric appliances, including heat pumps for space heating and cooling (up to \$8,000), heat pump hot water heaters (up to \$1,750), electric stoves (up to \$840), and heat pump dryers (up to \$840). Additional rebates are available for enabling upgrades, such as electrical wiring, insulation, and electrical panel upgrades. Rebate amounts are capped by federal law and a household cannot receive more than \$14,000 in combined rebates. This is a means tested program, with households making less than 150% of area median household income qualifying. Enhanced rebates are available to households making less than 80% of area median household income.

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

Your consideration of this request is appreciated.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Jared Chicoine".

Jared S. Chicoine
Commissioner



State of New Hampshire

Department of Energy

Home Electrification and Appliance Rebate Program

DoIT 2025-042

Version 7.0 2/2025

U.S. DOE Award DE-SE0000106; Award Date: 08/01/2023
IRA HEAR ALN #81.041
JCN Partners, Inc.

Contractor Initials JCN Date 2/18/26
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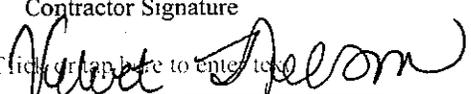
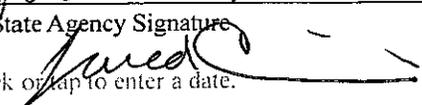
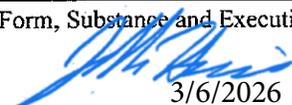
NOTICE: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION

| | | | |
|--|---|---|---------------------------------------|
| 1.1. State Agency Name Department of Energy | | 1.2. State Agency Address 21 S Fruit Street, Ste. 10, Concord NH 03301 | |
| 1.3. Contractor Name JCN Partners, Inc. | | 1.4. Contractor Address 8720 Camberly Road, Huntersville, NC 28078 | |
| 1.5. Contractor Phone Number 336-583-6647 | 1.6. Account Unit and Class 65760000-102 | 1.7. Completion Date September 30, 2031 | 1.8. Price Limitation \$32,410,664 |
| 1.9. Contracting Officer for State Joshua Elliott | | 1.10. State Agency Telephone Number (603) 271-6003 | |
| 1.11. Contractor Signature Date: Click or tap here to enter text.  | | 1.12. Name and Title of Contractor Signatory Velvet Nelson, Head of Business Development | |
| 1.13. State Agency Signature Date: Click or tap to enter a date.  | | 1.14. Name and Title of State Agency Signatory Jared S. Chicoine, Commissioner | |
| 1.15. Approval by the NH Department of Administration, Division of Personnel (if applicable) Director: Click or tap here to enter text. Date: Click or tap to enter a date. | | | |
| 1.16. Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Click or tap here to enter text. Date: Click or tap to enter a date.  3/6/2026 | | | |
| 1.17. Approval by the Governor and Executive Council (if applicable) G&C item number: Click or tap here to enter text. G&C meeting date: Click or tap to enter a 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 NH 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;
 - 8.3. 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;
 - 8.4. 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
 - 8.4.1. 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 NH RSA 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 New

Hampshire 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 NH RSA chapter 281-A ("Workers' Compensation").
- 15.2. To the extent the Contractor is subject to the requirements of NH 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 NH 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 2025-042- HOME ELECTRIFICATION AND APPLIANCE REBATE PROGRAM
EXHIBIT A – SPECIAL PROVISIONS**

EXHIBIT A - SPECIAL PROVISIONS

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

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

3.4 The Term may be extended up to three years(s), (“Extended Term”) at the sole option of the State, subject to the Parties prior written Agreement on applicable fees for each extended Term under the same terms and conditions, subject to approval of the Governor and Executive Council.

2. 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 Contract 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 Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract 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 Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
- d. Take no action to intentionally erase any State data until directed by the State;
- e. 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;
- f. Implement an orderly return of State data in a CSV (Comma-separated values) or another mutually agreeable format at a time agreed to by the parties;
- g. 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 of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENERGY
DoIT 2025-042- HOME ELECTRIFICATION AND APPLIANCE REBATE PROGRAM
EXHIBIT A – SPECIAL PROVISIONS**

- h. 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 Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees (“Transition Services”).

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

3. 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.

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.

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENERGY
DoIT 2025-042- HOME ELECTRIFICATION AND APPLIANCE REBATE PROGRAM
EXHIBIT A – SPECIAL PROVISIONS**

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 Contract.

4. 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.

5. 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 CONTRACT. REQUIREMENTS FOR WEB CONTENT AND MOBILE APPLICATION ACCESSIBILITY.

28. 28.1 Under Title II of the Americans with Disabilities Act, the State is required to provide equal access to all of its services, programs, and activities that are provided or made available to the public (whether directly or through contractual, licensing, or other arrangements) via the web and mobile applications. Accordingly, all web content and mobile applications developed, delivered, or otherwise furnished by Contractor pursuant to the terms and conditions of this Agreement shall comply with all applicable accessibility requirements under 28 C.F.R. § 35.200 and the technical standards for web content and mobile application accessibility specified in version 2.1 of the Web Content Accessibility Guidelines at Level AA conformance.

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28.2 Contractor acknowledges and agrees that the State may require Contractor's compliance with the web content and mobile application accessibility standards set forth in Paragraph 28.1 to be determined by a third-party selected by the State in its sole and absolute discretion.

29. EXHIBITS/ATTACHMENTS

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

30. NON-EXCLUSIVE CONTRACT

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.

31. PROHIBITED TECHNOLOGIES

- a. No equipment or services on the State of New Hampshire's Prohibited Technologies List; and
- b. No equipment or services on the FCC Covered List.

32. 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 Contract Agreement DoIT 2025-042 as amended by Exhibit A.
- II. State of New Hampshire, Department of Energy Contract Exhibits in order of precedence:
 - a. Exhibit B.
 - b. Exhibit C.
 - c. Exhibit D (or D-1).
 - d. Exhibit E.
 - e. Exhibit F.
 - f. Exhibit G.
- III. State of New Hampshire, Department of Energy RFP# 2025-042 Home Electrification and Appliance Rebate Program.
- IV. Vendor Proposal Response to Department of Energy RFP# 2025-042 Home Electrification and Appliance Rebate Program. Click or tap to enter a date.
- V. Additional Contractor Provided Documents (Exhibit H).

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6. During the duration of the contract the Contractor and all subcontractors must maintain a valid and active Unique Entity Identifier (UEI) registration in SAM.gov.
7. This is not a Research and Development (R&D) award. The Contractor does not have an indirect cost rate.
8. These provisions flow down to all sub-grantee and/or sub-contractor(s).
9. Prohibition on Boycotting Israel

For the purposes of this Section, the terms shall be defined as follows:

“Boycotting Israel” means engaging in refusals to deal, terminating business activities, or other similar commercial actions intended to limit commercial relations with persons doing business in Israel or in Israeli-controlled territories when the actions are taken (1) in compliance with or adherence to calls for a boycott of Israel other than those boycotts to which Pub. L. No. 96- 78, § 8, 93 Stat. 522 (1979) applies; or (2) in a manner that discriminates on the basis of nationality, national origin, or religion that is not based on a legitimate business reason.

If the State receives evidence that the Contractor is Boycotting Israel, the State shall determine whether the Contractor is Boycotting Israel. A statement indicating that the Contractor engaged in an action of Boycotting Israel or has taken any action of Boycotting Israel at the request, in compliance with, or in furtherance of calls to boycott Israel, may be considered as one type of evidence that the Contractor is, or has been, participating in act of Boycotting Israel. An expressive activity, alone, directed at a specific person or a governmental action may not be considered evidence of an action of Boycotting Israel.

A determination by the State that the Contractor is engaged in an action of Boycotting Israel constitutes an Event of Default.

10. In conformity with Paragraph 12 of the General Provisions, the State hereby authorizes the Contractor to utilize Apple Energy Group, Vermont Energy Investment Corporation, and Franklin Energy as the subcontractors, at the rates specified in the Contractor's Proposal, at the Contractor's sole expense, and the State will reimburse the Contractor for the cost of its subcontractor's services. The State will not pay any subcontractor directly for its services to the Contractor. The amount to be paid to the Contractor, including the amounts paid for services provided to the Contractor by any permitted subcontractor, shall not exceed the Price Limitation listed on Exhibit C.

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EXHIBIT B – STATEMENT OF WORK BUSINESS AND 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

JCN Partners, Inc. hereinafter “The Contractor” shall support the Department in the implementation, administration, and ongoing management of the Home Electrification and Application Rebates Program, established under Section 50122 of the Inflation Reduction Act. Under this engagement, The Contractor shall provide all personnel, systems, software, tools, infrastructure, and program administration services necessary to ensure full, compliant, efficient, and consumer-friendly operation of the State’s HEAR Program allocation of \$34,749,000.99.

The Contractor shall align with the overarching goals of the Home Energy Rebates Programs, which include reducing household energy costs, expanding access to energy-efficient electric appliances, and prioritizing benefits for low to moderate income households and rural areas.

The first thirty (30) days following the Effective Date shall constitute a Program Mobilization Period during which the Parties confirm data integration requirements, and coordinate stakeholder onboarding. Deliverable timelines shall be calculated following the conclusion of the Mobilization Period.

1.1 Program Implementation and Administration

The Contractor will design, launch, and administer the HEAR rebate program that:

- a) Ensures compliant distribution of rebate funds in accordance with federal and State requirements.
- b) Reduces consumer out-of-pocket costs through direct rebates, point-of-sale mechanisms, and other approved delivery models.
- c) Prioritizes low-income households and rural communities.
- d) Integrates, where feasible, with the forthcoming Home Efficiency Rebates Program to maximize household energy-efficiency outcomes.

1.2 Consumer Engagement and Experience

The Contractor shall develop and operate a user-friendly consumer experience that:

- a) Provides clear, accessible information regarding program eligibility, benefits, and application procedure.

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- b) Streamlines income verification and documentation submission, ideally leveraging existing State and federal eligibility systems.
- c) Supports both online and alternative access pathways for household with limited digital access.
- d) Incorporate consumer-support functions, including call centers, live help, or digital assistance tools.
- e) Collects, manages, and reports consumer satisfaction and feedback through mechanisms approved by the Department.

1.3 Partnerships and Community Engagement:

The Contractor shall collaborate with existing New Hampshire community-based organizations, program delivery channels, and market partners to:

- a) Conduct targeted outreach and marketing, with an emphasis on reaching low-income households and rural communities.
- b) Provide education on energy efficiency, program benefits, and availability funding.
- c) Streamline consumer pathways into the HEAR program by aligning with trusted local partners.
- d) Support installer, contractor, retailer, and marketplace participation in compliance with program rules.

1.4 Rebate Process and Delivery

The Contractor shall design and operate a compliant, efficient rebate processing system that:

- a) Supports both consumer-applied and point-of-sale rebate structures.
- b) Minimizes consumer friction and upfront costs by enabling stacking, braiding, and bundling of funding sources, to the extent possible.
- c) Verifies eligibility, conducts quality assurance, and prevents fraud, waste, and abuse.
- d) Provides timely, transparent rebate processing and payment.

1.5 Program Data Management and Reporting

- a) The Contractor shall perform in accordance with the Reporting and Audit Requirements as defined in this Contract.

1.6 Coordinate with State and Federal Requirements

The Contractor shall work collaboratively with the Department to:

- a) Ensure ongoing alignment with evolving federal guidance and State policies.

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- b) Coordinate program adjustments, updates, or enhancements as required.
- c) Document all processes, procedures, communications, and system configurations.
- d) Support audits, monitoring activities, and compliance reviews.

1.7 Comprehensive Program Support

The Contractor shall provide all operational infrastructure necessary for all program execution, which may include but is not limited to:

- a) A secure and scalable software platform.
- b) Consumer services and application support resources.
- c) Partnership with retail and installation market.
- d) Marketing and outreach supports.
- e) Financial management of rebate funds.
- f) Administrative staff, project management, and technical support

33. BUSINESS / TECHNICAL REQUIREMENTS

2.1 Business Requirements- Table 2.1

| Business Requirements | JCN Partners Software Capability |
|-----------------------------------|--|
| Income Verification | Integrated tools for both automated and manual income verification, aligned with program rules. Supports documentation upload and verification workflows. |
| Consumer Experience and Interface | User-focused online portal designed for easy navigation and streamlined applications, eligibility checks and document upload. ADA compliance and multilingual support as required, |
| Point of Sale & Rebate Processing | Automated processing that integrates with U.S. DOE tracking and retail systems for real-time eligibility, rapid coupon/ rebate issuance, and secure transaction handling. |
| Integration and Data Exchange | Supports standard APIs and secure data interfaces for seamless links to U.S. DOE, income verification vendors, and internal reporting |

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| | |
|---|---|
| Post-Install Inspection & Quality Assurance | Module to track site inspections, upload geotagged photos, collect quality data, and manage follow-ups/ field visits. |
| Outreach and Community Engagement | The Contractor will leverage SharePoint for implementer/ partner communication, targeted outreach tracking and document management for education initiatives. |
| Reporting and Compliance | Automated, configurable reporting to State and federal formats; supports recurring and ad-hoc data pulls; granular tracking of project and financial milestones |
| Consumer Feedback/ Surveys | Inbuilt survey and feedback workflow to capture participant experience, assess satisfaction, and drive quality improvement. |
| Security and Privacy | Fully compliant with NIST, State, and U.S. DOE standards for cybersecurity, strong audit controls |
| Supporting for Rural Communities | Logic for identifying/ targeting program offers, tracking rural communities, and supporting bundled/ stacked funding |
| Installer/ Provider Incentive Tracking | Tools to enroll, track, and pay incentives to qualified installers, with community prioritization and metric reporting |
| Ongoing Hosting, Maintenance, and Upgrades | Hosted securely in US based data centers, with scheduled backups, disaster recovery, regular maintenance, and ongoing feature enhancements at no disruption to users. |

2.2 Compliance With Federal and State Requirements.

The Contractor shall perform all services, provide all deliverables, and operate all program functions in full compliance with the Inflation Reduction Act, Section 50122, all applicable U.S. DOE program guidance including ALRD, and all State of New Hampshire statutes, rules, and policies, and contractual provisions governing the HEAR Program. The Contractor shall ensure that each activity undertaken pursuant to this Agreement aligns with federal and State program goals, regulatory frameworks, reporting obligations, and any directives issued by the State or U.S. DOE. Compliance with these authorities shall constitute a fundamental and material requirement of this Contract, and the Contractor shall bear full responsibility for ensuring that every component of its work always adheres to these obligations including all reporting, data submission, and audit obligations imposed by the Department or U.S. DOE.

2.3 Cost Inclusion and Change Authorization.

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Expect in a written change order approved by the Department, all services, activities, updates, modifications, enhancements, reporting changes, training, documentation updates, operational adjustments, and compliance actions required to meet State or U.S. DOE requirements shall be deemed included in the Contract price. The Contractor shall not condition performance of any obligation required under this Agreement on the payment of additional fees unless expressly authorized in writing by the Department.

Notwithstanding any other provision of this Agreement or any reporting schedule, table, or description set forth in this Exhibit, the Department reserves the right, in its sole discretion, to modify reporting, formats, content, level of details, frequency, submission timelines, and delivery methods at any time during the Term of this Agreement to satisfy Department oversight needs, federal requirements, or U.S. DOE guidance.

2.4 Change Management and Mandatory Compliance Adjustments.

The Department may require modifications to workflows, system configurations, reports, documentation, training materials, operational procedures, staffing models, or service delivery approaches to ensure compliance with State requirements or U.S. DOE guidance, directives, interpretations, or clarifications.

Changes required to maintain compliance with applicable federal or State law, U.S. DOE requirements, or Department directives shall not constitute a discretionary change in scope and shall not require a change order, amendment, or contract modifications, unless expressly determined otherwise in writing by the Department.

Only changes that are discretionary, additive, and not required for compliance with State and federal requirements shall be subject to the formal change management process.

The Contractor shall implement such reporting modifications within the timeframe specified by the Department without interruption to Program operations. All reporting obligations described in this Exhibit B are mandatory, material requirements of the Contract and shall be performed in accordance with this subsection unless otherwise expressly approved in writing by the Department.

2.5 Commitment to Program Objectives.

The Contractor shall perform its duties in a manner that advocates the core objective of the HEAR Program, including but not limited to promotion equitable access to rebates, enhancing the efficiency and effectiveness of consumer participation, and supporting energy-savings outcomes consistent with U.S. DOE expectations. In doing so, the Contractor shall deploy personnel, systems, procedures, and resources adequate to ensure that program goals are met or exceeded. The Contractor shall further ensure that its operational activities, system functions, and service delivery models continuously reflect the support the programmatic vision articulated by the Department and federal authorities.

2.6 Accuracy of Representations.

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All representations, Statements, commitments, and descriptions contained in the proposal, narrative responses, demonstrations, or procurement communications shall be deemed incorporated into this Agreement and shall constitute binding obligations of the Contractor. The Contractor acknowledges that the Department has relied upon such representation in awarding the Contract and, accordingly, the Contractor shall perform in strict conformity with those commitments. Any deviation from such commitments without prior written approval of the State shall constitute a breach of this Agreement. In the event of any inconsistent between the proposal and this Agreement, the terms of this Agreement shall govern.

2.7 Performance Standards.

The Contractor shall perform all services under this Agreement with the level of care, skill, expertise, and diligence customarily exercised by nationally recognized firms experienced in implementing Statewide energy incentive programs of comparable scope and complexity. The Contractor shall meet or exceed all performance expectations established by the Department and U.S. DOE, including timeliness, quality, accuracy, and completeness standards specified or incorporated herein. Failure to achieve such performance stands, whether in whole or in part, shall be deemed a material failure to perform under this Contract and may subject the Contractor to all remedies available to the State at law or equity. Performance standards, service levels, and operational KPIs may be derived from, and shall be consistent with, the commitments and system capabilities described in the proposal, as approved by the Department.

2.8 Equity, Accessibility, and Consumer Satisfaction.

The Contractor shall conduct all program operations in a manner that ensures equitable and accessible participation for all eligible populations, with particular emphasis on low to moderate income households and rural communities. The Contractor shall ensure that all consumer-facing materials, communications, and software interfaces comply with accessibility standards, including ADA requirements, and shall provide multilingual access as directed by the Department. The Contractor shall take affirmative steps to remove barriers to participation and to ensure a positive consumer experience. Furthermore, The Contractor shall implement measures to monitor, assess, and improve consumer satisfaction throughout the duration of the Contract, adjusting program delivery methods as necessary to maintain the highest standards of service quality.

2.9 Collaboration with the Department and Federal Stakeholders.

The Contractor shall collaborate fully and continuously with the Department program staff, U.S. DOE representatives, community-based organizations, and any additional entities designed by the Department. The Contractor shall participate in recurring project meetings, technical reviews, compliance assessments, and audits as required. During the term of this Agreement, the Contractor shall maintain an open and responsive working relationship with

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the Department, promptly addressing inquiries, request for information, and directives in furtherance of program objectives.

2.10 Program Integrity.

Fraud, Waste, and Abuse Controls. The Contractor shall establish and maintain comprehensive controls designed to prevent, detect and remediate fraud, waste abuse, and other program integrity risks in connection with all services performed under this Agreement. Such controls shall include, at a minimum, verification measures, anomaly detection, installer oversight, and any additional procedures required by the Department or U.S. DOE. The Contractor shall immediately investigate any suspected irregularities and shall notify and escalate the matter to the Department in accordance with “Issue Escalation and Notification Requirements”. The Contractor shall cooperate fully with the Department in responding to a resolve any such matters.

The Contractor shall establish, maintain, and enforce a formal issue escalation and notification framework to ensure timely identification, communication, and resolution of all matters that may affect program integrity, consumer protection, compliance, or operational continuity. All escalation obligations set forth in this subsection constitute material requirements of this Contract.

Tier 1- Critical or High-Risk Issues.

Tier 1 issues include but are not limited to: suspected or confirmed fraud, waste, or abuse data breaches or cybersecurity incidents; threats to consumer safety; allegations with potential legal, regulatory, or media implications; systemic failures; or any issue reasonable likely to materially impact program integrity or public trust.

- a) Initial notification: The Contractor shall notify the Department in writing within one business day of identification or reasonable suspicion of a Tier 1 issue.
- b) Ongoing Communication: The Contractor shall provide status updates, investigation findings, and corrective actions on a schedule directed by the Department.

Tier 2- Significant Operational Issues.

Tier 2 issues include but are not limited to: recurring consumer complaints; materials processing delays; contractor or retailer noncompliance; system performance degradation inspection failures; or other issues that materially affect program operations but do not rise to Tier 1 severity.

- a) Notification: The Contractor shall notify the Department in writing within three business days of identification.

Tier 3- Routine Issues.

Tier 3 issues include isolated or minor operational matters that do not materially impact program integrity, compliance, or consumer protection.

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- a) Handling: Tier 3 issues shall be documented, tracked, and resolved through standard operational workflows and reported through regular reporting channels.

2.11 Department Override Authority.

Notwithstanding the foregoing, the Department reserves the right, in its sole discretion, to require immediate escalation, reclassification, or accelerated notification of any issues regardless of tier. The Contractor shall comply with any such directive without delay.

2.12 General Program Management Obligations.

The Contractor shall provide comprehensive program management services necessary to ensure the effective, timely, and compliant administration of the HEAR. The Contractor shall employ a structured management framework that aligns with industry best practices and supports the planning, execution, monitoring, and successful delivery of all contractual obligations. Throughout the term of this Agreement, the Contractor shall coordinate all program activities in a manner that facilitates transparent communication, efficient decision-making, and continuous alignment with the Department priorities and directives.

2.13 Project Manager and Key Personnel Requirements.

The Contractor shall assign a dedicated Project Manager who shall serve as the primary point of contact for the Department and who shall possess the requisite expertise, authority, and decision-making capacity to manage all aspects of program execution. The Contractor shall ensure that the Project Manager and all designated key personnel have qualifications commensurate with their assigned roles and remain actively engaged for the duration of the Program unless otherwise approved in writing by the Department. Any proposed substitution of key personnel shall require prior Department approval, and the Department reserves the right to reject any personnel changes deemed contrary to Program interests.

2.14 Project Planning, Documentation, and Deliverable Oversight.

The Contractor shall develop, maintain, and update all project planning documents required by the Department, including but not limited to project plans, implementation schedules, risk registers, communication plans, and quality management plans. All project documents shall be reviewed and approved by the Department prior to implementation. The Contractor shall ensure that each deliverable—whether technical or business in nature—is produced in accordance with Department specifications, delivered within required timelines, and subject to formal review, testing, and acceptance procedures established by the Department. The Contractor shall maintain documentation sufficient to demonstrate compliance with all contractual obligations and shall furnish such documentation to the Department upon request.

2.15 Milestone Management and Performance Monitoring.

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The Contractor shall employ a milestone-driven management approach, utilizing tools and methodologies capable of tracking progress against all contractual performance expectations, including technical deployments, training, documentation, data conversion, reporting, and post-launch activities. The Contractor shall promptly notify the Department of any anticipated delays, risks, or obstacles that may affect milestone completion and shall propose corrective actions for the Department to review. The Contractor shall not alter milestone dates without prior written approval from the Department. Failure to meet agreed-upon milestones shall constitute a material performance issue subject to contractual remedies.

2.16 Coordination with Department Staff and Stakeholders.

The Contractor shall collaborate regularly with the Department personnel, U.S. DOE representatives, community-based organizations, implementers, installers, and any other entities designated by the Department. This collaboration shall include participation in recurring meetings, technical reviews, planning sessions, and program oversight activities. The Contractor shall ensure that information shared with the Department stakeholders is complete, timely, accurate, and reflective of both operational status and emerging programmatic needs. The Contractor shall promptly implement State directives issued to correct deficiencies, adjust program operations, or modify implementation approaches.

2.17 Communication and Reporting Protocols.

The Contractor shall establish and maintain formal communication protocols designed to ensure transparent, timely, and reliable exchange of information with the Department. The Contractor shall provide written status updates, participate in standing meetings, and deliver narrative and quantitative reports as required by the Department or U.S. DOE. Such communications shall include, at a minimum, progress updates, risk assessments, issue tracking, staffing changes, system status, and key performance indicators. The Contractor shall immediately escalate any matter that could adversely impact program performance, data integrity, financial operations, or compliance.

2.18 Risk Management and Issue Resolution.

The Contractor shall maintain an active and comprehensive risk management process that identifies, monitors, and mitigates risks associated with program implementation, system performance, staffing, cybersecurity, stakeholder engagement, and regulatory compliance. The Contractor shall provide the Department with ongoing visibility into all identified risks and shall promptly implement mitigation strategies approved by the Department. For any issue affecting performance or compliance, The Contractor shall prepare and execute a corrective action plan within timeframes specified by the State. Failure to implement adequate risk mitigation or corrective actions shall constitute a breach of The Contractor program management responsibilities.

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2.19 Change Management and Adaptability.

The Contractor shall maintain a formal change management framework to ensure that all program, policy, regulatory, and system changes are systematically evaluated, documented, communicated, tested, and implemented. Except for changes required to maintain compliance with applicable Department or U.S. DOE requirements, The Contractor shall not execute discretionary changes that materially affect program operations or system functionality without prior written approval from the Department. At all times, The Contractor shall adjust its project strategies, implementation schedules, staffing, and system configurations as necessary to reflect evolving requirements issued by the Department or U.S. DOE.

2.20 Implementation Planning and Readiness.

The Contractor shall develop and execute a comprehensive implementation plan that governs all stages of system deployment and program activation for the HEAR Program. This plan shall include detailed timelines, dependencies, roll-out strategies, testing protocols, staffing assignments, and resource allocation sufficient to ensure an orderly and timely launch. The Contractor shall submit the implementation plan to the Department for review and approval prior to commencing any configuration, development, or migration activities. The Contractor shall revise the plan upon the Departments request and shall not materially deviate from the approved plan without prior written authorization from the Department.

2.21 System Configuration and Environment Setup.

The Contractor shall perform all system configuration activities necessary to tailor the platform to the Departments specific program design, including workflow adjustments, eligibility rule implementation, branding, user role mapping, data field configuration, document requirements, notification templates, and any customizations approved by the State. The Contractor shall establish all required system environments—including development, testing, staging, training, and production environments—in accordance with security and operational standards prescribed by the Department. Configuration activities shall be fully documented, and such documentation shall be furnished to the Department on request.

2.22 Data Migration and Data Conversion.

The Contractor shall plan, coordinate, and execute all necessary data conversion and migration activities required to support Program operations, including the importation or alignment of legacy, parallel, or supplemental data sets identified by the Department. The Contractor shall ensure the accuracy, fidelity, and completeness of all migrated data and shall conduct validation procedures, reconciliation processes, and error remediation as directed by the State. No data shall be migrated into production without the State’s explicit written approval following validation.

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2.23 Testing Requirements: Functional, Integration, and User Acceptance Testing (UAT).

Prior to production deployment, the Contractor conduct comprehensive system testing, including functional testing, integration testing with external systems (including U.S. DOE systems and third-party data sources), performance testing, accessibility testing, and User Acceptance Testing (UAT). The Contractor shall prepare detailed test plans, test scripts, test data, and testing schedules for State approval. The Department shall retain the discretion to determine whether the system has successfully passed UAT. The Contractor shall remediate all defects, deficiencies, or usability issues identified during testing before the system is permitted to go live.

2.24 Training Development and Delivery.

The Contractor shall design, develop, and deliver comprehensive training for all user groups, including Department staff, program administrators, inspectors, installers, and any other designated stakeholders. Training shall include instructor-led sessions, user manuals, quick reference guides, knowledge base articles, and recorded modules. The Contractor shall ensure that all training materials are accurate, accessible, and tailored to the varied proficiency levels of end users. Training shall be completed prior to program launch unless the Department specifies an alternative timeline.

2.25 Piolet Deployment and Controlled Roll-Out.

At the Departments discretion, the Contractor shall conduct a pilot deployment or controlled roll-out of the system in a limited production setting to validate real-world processes, user readiness, and operational performance prior to full Statewide deployment. The Contractor shall monitor pilot results, document findings, address all deficiencies, and obtain State authorization before proceeding to full deployment. The Contractor shall dedicate sufficient resources during the pilot period to ensure rapid remediation of issues that emerge.

2.26 Production Launch and Transition Operations.

The Contractor shall execute the production launch in accordance with the Department-approved implementation plan and shall coordinate all cutover activities, including final data loads, configuration synchronization, system readiness validation, communication to end users, and go/no-go decision checkpoints. Following launch, the Contractor shall transition the system to steady-State operations, ensuring that all support structures, reporting mechanisms, monitoring tools, and escalation pathways are fully operational. The Contractor shall remain responsible for any post-launch defects, errors, or operational issues and shall resolve such matters promptly and at no additional cost to the State.

2.27 Change Control During Implementation.

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The Contractor shall employ a formal change control process for all implementation-phase modifications. Under no circumstance shall the Contractor introduce new functionality, alter approved configurations, adjust technical architecture, revise workflows, or modify user experiences without prior State approval. All proposed changes shall include an assessment of impacts, resource requirements, risks, and timelines. Unauthorized changes shall constitute a breach of this Agreement.

The Contractor shall design, implement, and operate a Retail Point-of-Sale (POS) Rebate System that allows eligible consumers to receive instant rebates at participating retail or online locations at the time of purchase. The POS system shall support real-time eligibility verification, coupon generation, redemption tracking, retailer reimbursement, and all associated reporting requirements established by the Department and the U.S. Department of Energy.

The Contractor shall recruit, enroll, and support retailers across New Hampshire, including national, regional, and local retailers, as well as online marketplaces. The Contractor shall provide training, technical assistance, onboarding materials, and support resources to ensure retailers can accurately process POS rebates. Training materials shall be reviewed and approved by the Department prior to distribution.

The Contractor shall provide a POS-integrated system capable of real-time eligibility confirmation at the point of transaction. The system shall determine income eligibility, measure eligibility, product eligibility, and rebate value in compliance with Program rules. The POS system shall return a valid approval or denial within no more than five (5) seconds under normal operating conditions. The Contractor shall maintain system uptime consistent with the Technical SLAs set forth in Exhibit B.

Upon determining eligibility, the system shall generate a unique, secure, single-use digital coupon or equivalent mechanism that can be recognized, accepted, and processed by participating retailers. Each coupon must be traceable to a specific application, consumer, device, and product. The Contractor shall ensure the system prevents duplication, fraud, and improper use.

The Contractor shall reimburse participating retailers for redeemed POS rebates in a timely manner. Reimbursement may occur via ACH, electronic transfer, or another method approved by the Department. Retailers must be reimbursed within fourteen (14) calendar days of submitting a valid reimbursement request, unless otherwise approved by the Department. The Contractor shall maintain a transparent reimbursement ledger and provide monthly reconciliation reports to the Department.

The Contractor shall implement robust fraud detection and prevention controls to ensure POS rebates are issued only for eligible purchases. Controls shall include verification of product type, model number, installation intent, purchaser identity, and retailer

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authorization. Suspicious activity shall be flagged, documented, and reported to the Department within two (2) business days. The Contractor shall investigate all suspected fraudulent activity and implement mitigation measures as directed by the Department.

The Contractor shall develop and maintain APIs or other secure interfaces necessary for retailers to interact with the POS rebate system. APIs must support authentication, real-time eligibility checks, coupon creation, redemption validation, and reimbursement submissions. The Contractor shall provide documentation, integration support, and test environments to assist retailers with onboarding and ongoing operations.

All POS-related systems shall comply with State and federal data privacy requirements, including protection of personally identifiable information (PII) and financial transaction data. The Contractor shall ensure secure data transmission, encrypted storage, and access controls commensurate with NIST and U.S. DOE security requirements. No consumer data may be shared with retailers beyond what is strictly necessary for transaction verification.

The Contractor shall provide monthly and quarterly reporting to the Department on POS rebate activity, including volume of rebates, participating retailers, coupon issuance and redemption rates, reimbursement amounts, program participation demographics, fraud flags, and any system or retailer compliance issues. Reports shall be provided in formats specified by the Department and aligned with federal reporting requirements.

The Department retains the authority to direct changes to the POS rebate system, including retailer engagement strategies, API specifications, rebate calculation logic, coupon design, and reimbursement processes. The Contractor shall implement any Department-directed modifications within the timeline established by the Department.

2.28 General Operational Support Obligations.

The Contractor shall provide comprehensive operational support services necessary to ensure the successful day-to-day functioning of the HEAR Program. Such support shall include, but not be limited to, consumer assistance, program guidance, call center operations, help desk services, troubleshooting, escalation management, complaint resolution, and any additional operational activities required to maintain program continuity. The Contractor shall structure these services to ensure consistency, responsiveness, accuracy, and compliance with all program requirements and State directives. The Department shall retain the right to modify support expectations as program needs evolve, and The Contractor shall promptly implement any such modifications.

2.29 Call Center Operations (Consumer-Facing Support).

The Contractor shall establish, operate, and continuously maintain a U.S.-based Call Center dedicated to serving applicants, participants, contractors, and other stakeholders of the HEAR Program. The Call Center shall provide omni-channel consumer support through

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telephone, email, online chat, text messaging, and any additional communication channels approved by the Department.

The Contractor shall establish, staff, and operate a dedicated omni-channel call center to support applicants, contractors, retailers, community partners, and program stakeholders throughout the duration of this Agreement. The call center shall be capable of providing assistance by telephone, email, chat, SMS text message, and any other communication methods approved by the Department. The Contractor shall ensure that customer support is delivered in a consistent, professional, courteous, and program-compliant manner at all times.

The Contractor shall provide live call center support, at a minimum, from 8:00 AM to 8:00 PM Eastern Time, Monday through Friday, excluding State holidays unless otherwise approved by the Department. The Contractor shall provide voicemail, automated responses, or equivalent services during non-working hours, with follow-up occurring during the next business day. Adjustments to hours may be required by the Department based on call volume, program milestones, or stakeholder needs.

The Contractor shall staff the call center with personnel who are trained in Program rules, eligibility criteria, income verification procedures, rebate processing steps, and all consumer protection and privacy requirements. Staff must receive initial and ongoing training approved by the Department. At least one support team member shall hold or be supervised by personnel holding BPI, RESNET, or equivalent building science credentials sufficient to respond to technical inquiries. Staffing levels must be sufficient to meet the performance standards set forth in this Section.

The Contractor shall provide multilingual customer support services, including services in Spanish and at least one additional high-need language identified by the Department. The Contractor shall maintain access to real-time translation and interpretation services covering a minimum of 150 languages. The Contractor shall also provide access to ASL interpretation and video relay services for hearing-impaired customers. All customer-facing materials, communications, and systems shall comply with ADA accessibility standards and any additional requirements established by the Department.

The Contractor shall operate a help desk to support users of the Program portal, including applicants, contractors, retailers, and community organizations. The help desk shall support technical issues such as account creation, system navigation, document upload assistance, error troubleshooting, and interface malfunctions. The Contractor shall maintain escalation procedures for complex technical issues requiring engineering intervention and shall prioritize service restoration for issues affecting application submission or rebate issuance.

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The Contractor shall maintain and operate a three-tiered complaint resolution system to ensure timely and equitable resolution of consumer complaints.

- a) Level 1 Complaints: Basic issues resolvable by call center staff during initial contact.
- b) Level 2 Complaints: Issues involving program eligibility disputes, installation quality issues, contractor complaints, customer dissatisfaction, or other matters requiring investigation or supervisory review.
- c) Level 3 Complaints: Issues involving safety concerns, repeated complaints, allegations of fraud or misrepresentation, negative media exposure risk, or complaints requiring coordination with the Department.

All complaints must be logged, tracked, and documented in the Program system. Resolution times must meet the requirements. The Contractor shall promptly notify the Department of any Level 3 complaint to the Department in accordance with Issue Escalation and Notification Requirements.

The Contractor shall meet or exceed the following performance standards at all times unless otherwise approved by the Department:

- a) Call Answer Rate: At least 85% of calls shall be answered within 60 seconds.
- b) Email Response: Emails shall receive a substantive response within two (2) business days.
- c) Ticket Resolution: Standard help desk tickets shall be resolved within three (3) business days.
- d) Complaint Resolution:
 - o Level 1 complaints shall be resolved on initial contact whenever practicable, and no later than two (2) business days.
 - o Level 2 complaints shall be resolved within seven (7) business days.
 - o Level 3 complaints shall begin investigation within one (1) business day and be resolved according to a timeline approved by the Department.
- e) Customer Satisfaction: The Contractor shall maintain an average satisfaction score of 4.0 out of 5.0 or higher, as determined through surveys defined in Exhibit B.

Failure to meet these SLAs may result in corrective actions, including increased monitoring, required remediation, withholding of payments, or any other remedies available under State procurement policies.

The Contractor shall implement rigorous quality assurance procedures for call center and help desk operations, including call monitoring, knowledge accuracy reviews, scoring of customer interactions, and routine audit of support logs. The Contractor shall provide monthly QA reports to the Department, identify trends or deficiencies, and implement corrective measures as directed.

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The Contractor shall not promote, recommend, or steer customers toward any contractor, retailer, financing product, or service that creates a conflict of interest or that violates State or federal consumer protection requirements. All guidance must be impartial, program-aligned, and approved by the Department.

The Department retains full authority to direct changes to call center operations, staffing levels, training content, scripts, complaint-handling procedures, and SLAs. The Contractor shall implement such changes within the timeframe specified by the Department.

The Call Center shall, at a minimum, operate from 8:00 AM to 8:00 PM Eastern Standard Time, Monday through Friday, unless the Department requires expanded or alternative hours. All representatives shall be adequately trained in program eligibility, income verification procedures, rebate processing rules, application workflows, technical troubleshooting, and consumer protection requirements. Training must be refreshed regularly and whenever program updates occur, in accordance with the Cost Inclusion and Change Authorization.

The Contractor shall ensure that all communications are conducted using Department-approved scripts, call guides, and templates to ensure accuracy, consistency, and compliance with program rules. The Contractor shall maintain call logs, inquiry records, call dispositions, escalation notes, and resolution outcomes in a format accessible to the State. The Contractor shall implement quality assurance procedures, including call monitoring, training audits, and performance scoring, to ensure that Call Center operations meet State expectations for professionalism, accuracy, courtesy, and timeliness.

The Contractor shall provide multilingual support through bilingual staff and third-party translation services offering access to at least 150 languages and ASL support for deaf and hard-of-hearing participants. No applicant shall be denied assistance due to language or accessibility barriers.

2.30 Consumer Inquiry Management and Resolution Protocols.

The Contractor shall establish and maintain structured procedures to manage, categorize, document, escalate, and resolve consumer inquiries, complaints, disputes, feedback, and service requests. The Contractor shall classify consumer interactions into defined tiers of severity and ensure that each tier is addressed by appropriately qualified personnel. Issues involving eligibility questions, technical difficulties, processing delays, documentation requirements, or installation-related concerns shall be resolved within timeframes approved by the Department. Issues categorized as high-risk or high severity, including allegations of fraud, threats, repeated complaints, program rule disputes, or matters with reputational implications, shall be escalated to designated superiority or managerial personnel, with notification to the Department performed in accordance with “Issues Escalation and Notification Requirements”.

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The Contractor shall maintain full records of all inquiries, including timestamps, responsible personnel, actions taken, communications sent, findings, and final resolutions. These records shall be retained for audit, compliance, and reporting purposes and shall be accessible to the State upon request.

2.31 Technical Help Desk Support for Department Staff.

The Contractor shall provide a dedicated technical Help Desk for Department staff, offering support for system access, authentication, user permissions, data review, reporting tools, administrative functions, and any system-related issues encountered during Program administration. Help Desk support shall be available, at a minimum, from 7:00 AM to 7:00 PM Eastern Standard Time, Monday through Friday, with additional availability for emergency situations as defined by the Department.

The Help Desk shall support inbound issues through telephone, email, and an online ticketing system. The Contractor shall provide tiered support levels—including Level 1 triage, Level 2 technical troubleshooting, and Level 3 engineering resolution—ensuring that all issues are handled by personnel with appropriate expertise. The Contractor shall maintain a documented escalation pathway and ensure that the Department can access real-time status updates for every ticket.

The Contractor shall log, track, update, categorize, and report on all Help Desk issues, including severity, root cause, remediation steps, and resolution timelines. Severe or systemic issues shall be escalated promptly and communicated to designated Department contacts.

Service Levels, Response Times, and Support Performance Metrics. The Contractor shall meet or exceed all service-level expectations defined by the Department and shall maintain performance standards that ensure timely resolution of consumer and Department support needs. Service levels shall include, without limitation:

- a) Response time standards for calls, emails, chats, and help desk tickets;
- b) Resolution timeframes for all tiers of inquiries and technical issues;
- c) Uptime expectations for support systems, ticketing tools, and communication platforms;
- d) Quality benchmarks related to call handling, accuracy of information, and consumer satisfaction;
- e) Escalation trigger thresholds, including automatic escalation of unresolved or overdue inquiries.

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The Contractor shall provide monthly reports on service level performance, identifying adherence to response times, resolution adherence, inquiry volume, complaint trends, quality scores, and any deviations from expected performance. Persistent failure to meet service-level requirements shall constitute a material breach.

Complaint Handling, Risk Classification, and Issue Escalation. The Contractor shall implement a formal complaint management framework capable of distinguishing routine inquiries from program-risk issues. Complaint levels shall reflect escalations involving:

- a) Property damage, installation errors, equipment failures;
- b) Eligibility disputes or program rule disagreements;
- c) Repeated complaints from the same customer;
- d) Cases involving potential media attention or regulatory implications;
- e) Threats, harassment, or safety concerns;
- f) Financial impact claims or requests for compensation.

All Level 3 or high-severity complaints must be escalated to senior program staff and reported to the Department in accordance with the Issue Escalation and Notification Requirements. The Contractor shall document full investigation results, corrective actions, communications with the consumer, and preventative measures to avoid recurrence.

2.32 Continuous Improvement and Consumer Experience Enhancement.

The Contractor shall continuously monitor operational performance, consumer experience trends, inquiry patterns, and complaint data to identify opportunities for service enhancement. The Contractor shall routinely conduct internal reviews of call center operations, help desk processes, response times, and escalation effectiveness and shall implement improvements approved by the Department. The Contractor shall participate in Department-led evaluations and incorporate Department feedback into operational improvements.

2.33 General Reporting Obligations.

The Contractor shall develop, maintain, and deliver all reports necessary for the administration, oversight, compliance verification, and performance evaluation of the HEAR Program. The Contractor shall ensure that all reports submitted to the Department are accurate, complete, timely, and consistent with data maintained within the Contractor's system. All reporting obligations established in this Agreement, the RFP, and applicable U.S. DOE guidance shall be mandatory and shall constitute material Contract requirements. Reports shall be delivered in the format, frequency, distribution method, and detail level

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prescribed by the Department, in accordance with Cost Inclusion and Change Authorization, and The Contractor shall update reporting formats upon the State's request without additional cost.

2.34 Recurring Reporting Requirements.

The Contractor shall provide recurring reports at intervals specified by the Department, including but not limited to weekly, biweekly, monthly, quarterly, and annual reporting. Recurring reports shall include, at minimum:

- a) Program participation metrics, including application volumes, approval rates, denials, and processing timelines;
- b) Income verification statistics, including success rates, documentation completeness, manual review workloads, and determination accuracy;
- c) Rebate issuance reports, including number of rebates issued, value of rebates, POS activity, reimbursement status, and financial reconciliation data;
- d) Installer activity reports, including registrations, performance metrics, compliance findings, and incentive payments;
- e) Inspection and QA reports, including inspection counts, pass/fail rates, geotag verification results, field issues, and corrective actions;
- f) Call center and consumer support metrics, including call volume, hold times, abandonment rates, channel utilization, issue categories, escalation trends, and resolution statistics;
- g) Equity and rural community participation metrics, including income-level breakdowns, demographics where permissible, and geographic distribution;
- h) Program integrity reports, including fraud alerts, duplicate prevention, anomaly detection, and audit findings.

The Department may adjust the required content of recurring reports at any time.

2.35 Federal and Department Reporting Requirements.

The Contractor shall prepare and submit all reports required by the U.S. DOE for the administration of the HEAR Program. The Contractor shall comply with all U.S. DOE reporting structures, including reporting on:

- a) Rebate issuances and expenditures;

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- b) Household eligibility metrics;
- c) Savings calculations and performance outcomes;
- d) Rural community participation;
- e) Installation and QA data;
- f) Financial and program integrity indicators;
- g) Program modifications, updates, or deviations.

The Contractor shall support U.S. DOE audits, verification procedures, and data calls, and shall ensure that all U.S. DOE-required data is formatted to U.S. DOE standards. The Contractor shall remain responsible for the accuracy, completeness, and timely submission of all U.S. DOE reports.

2.36 Ad Hoc and On-Demand Reporting.

Upon the Departments request, The Contractor shall develop and provide ad hoc or on-demand reports, dashboards, data extracts, analytics, and performance summaries. Such reports may concern any aspect of program operations, consumer behavior, financial performance, installer activity, quality assurance, system usage, or risk trends. The Contractor shall deliver all requested ad hoc reports within the timeline specified by the Department, including expedited timelines where operational urgency or regulatory compliance requires. The Contractor shall not assess additional fees for ad hoc reporting unless expressly authorized in writing by the Department.

2.37 Financial Reporting and Reconciliation Requirements.

The Contractor shall provide detailed financial reporting sufficient to demonstrate the proper use, disbursement, and reconciliation of federal rebate funds and administrative funds. Financial reporting shall include, at minimum:

- a) Rebate amounts obligated vs. disbursed;
- b) Unspent or uncommitted funds;
- c) Point-of-Sale (POS) coupon reimbursements;
- d) Returned funds, claw backs, or adjustments;
- e) Fraud or irregular financial activities;
- f) Installer incentive payments;

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- g) Monthly and quarterly financial summaries.

The Contractor shall maintain detailed records supporting all financial transactions and shall furnish such documentation to the Department upon request. Any reconciliation discrepancies shall be investigated and resolved immediately by The Contractor.

2.38 System Data Accuracy, Auditability, and Cross-System Consistency.

All reports provided by The Contractor shall be fully auditable, and all reported values shall accurately correspond to the authoritative data stored within the Contractor system. The Contractor shall ensure that all reported metrics are current, complete, and fully reflect Program Data maintained in the platform.

If the Department identifies any data inaccuracy or reporting error, The Contractor shall correct the deficiency without delay and notify and escalate the matter to the Department in accordance with “Issue Escalation and Notification Requirements. The Contractor shall maintain system data in a manner that ensures complete traceability for verification by the Department or U.S. DOE.

2.39 Real-Time Dashboards and Department Access to Program Data.

The Contractor shall provide the Department with real-time, role-based dashboard access to all major program indicators, including application volume, processing status, rebate metrics, inspection outcomes, equity participation metrics, call center performance statistics, and financial information. Dashboards shall be configurable and shall allow Department staff to export data in commonly used formats.

The Contractor shall ensure that dashboards remain continuously available, except during Department-approved maintenance windows. Any unplanned downtime shall be reported to the Department immediately with an explanation and expected resolution timeline.

2.40 Reporting on Service Levels, Performance Metrics, and Operational KPIs.

The Contractor shall prepare and submit regular reports on all operational performance obligations, including key performance indicators (“KPIs”) related to:

- a) Call center service levels and performance quality;
- b) Ticket response and resolution times for technical support;
- c) System uptime and platform availability;
- d) Inspection timeliness, QA completion rates, and corrective action tracking;
- e) Installer compliance and activity metrics;

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- f) Training delivery, attendance, and completion rates;
- g) Consumer satisfaction survey outcomes;
- h) Emerging trends requiring corrective action or program adjustments.

The Department reserves the right to modify, expand, or replace KPIs at any time. The Contractor shall incorporate these changes promptly into all reporting and operational practices.

2.41 Compliance Reporting and Support for Audits.

The Contractor shall support all audit and compliance activities initiated by the Department or the U.S. Department of Energy. Such support shall include the timely provision of reports, documentation, system access, data extracts, and knowledgeable staff to assist with inquiries.

The Contractor shall maintain all records, logs, and Program Data necessary to satisfy federal and Department audit requirements. Any deficiencies in reporting, documentation, or compliance identified through an audit shall be addressed promptly through a corrective action plan approved by the Department. The Contractor shall implement all corrective actions without delay.

2.42 General Outreach and Education Obligations.

The Contractor shall design, implement, and maintain a comprehensive outreach and education strategy to ensure that New Hampshire residents—including low-income households and Rural communities—are aware of, understand, and can access the HEAR Program. The Contractor shall ensure that all educational materials, public-facing communications, and engagement activities align with the Department’s objectives, messaging standards, and programmatic requirements. All outreach and educational activities shall be conducted in a manner that promotes equity, clarity, accessibility, and consumer protection.

2.43 Development of Educational Materials.

The Contractor shall develop all consumer-facing educational materials necessary to inform households, installers, retailers, and community partners about HEAR Program benefits, eligibility requirements, application procedures, rebate processes, and consumer rights. Such materials shall include, without limitation:

- a) Brochures, fact sheets, and one-page program summaries;
- b) Step-by-step application guides;

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- c) Digital content including website copy, online tutorials, and FAQs;
- d) Social media content as approved by the Department;
- e) Outreach templates for community partners, municipalities, utilities, and nonprofit organizations.

All materials shall be written in plain, accessible language, shall be ADA compliant, and shall be translated into languages identified by the Department as necessary to support equitable access. No material shall be distributed publicly without prior approval from the Department.

2.44 Coordination with Community Based Organizations and Program Partners.

The Contractor shall identify, engage, and collaborate with community-based organizations, nonprofit partners, municipal entities, and other stakeholders serving low-income or disadvantaged populations across New Hampshire. The Contractor shall work with these organizations to disseminate program information, facilitate enrollment, assist with application completion, and conduct coordinated outreach campaigns. Collaboration may include co-hosting events, distributing materials, sharing program updates, and providing training or technical assistance.

The Contractor shall maintain a documented directory of partner organizations, the nature of each partnership, outreach conducted, and outcomes achieved. The Department may require The Contractor to expand or modify partnerships to ensure equitable program reach.

2.45 Targeted Outreach Rural communities.

The Contractor shall conduct targeted outreach campaigns specifically designed to reach households within Rural communities. Such efforts shall be informed by demographic, geographic, socioeconomic, and energy burden data as provided or approved by the Department. Targeted outreach strategies shall include direct engagement with trusted community leaders, culturally appropriate messaging, localized content distribution, and participation in community events.

Where participation gaps are identified, The Contractor shall implement corrective outreach measures and shall report to the Department on the effectiveness of such measures.

2.46 Public Events, Workshops, and Community Engagement Activities.

The Contractor shall conduct public information sessions, virtual or in-person workshops, webinars, and community engagement events to educate consumers, installers, retailers, and partner organizations on HEAR Program requirements and opportunities. The

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Contractor shall prepare agendas, presentations, and supporting materials for all events and shall submit them to the Department in advance for review.

Following each event, The Contractor shall provide the Department with attendance counts, participant feedback, a summary of questions received, issues encountered, and recommended improvements for future engagement activities.

2.47 Outreach Performance Tracking and Reporting.

The Contractor shall track and report on the reach, effectiveness, and outcomes of all outreach and education efforts. Reporting shall include:

- a) Distribution volume of materials;
- b) Website traffic and engagement metrics;
- c) Event attendance and participant demographics (where appropriate);
- d) Community partner engagement statistics;
- e) Outreach penetration in Rural communities;
- f) Feedback collected from outreach efforts;
- g) Outcomes, including completed applications originating from outreach activities.

The Department may require adjustments to outreach strategies based on observed outcomes or equity gaps, and The Contractor shall implement such adjustments promptly.

2.48 Braiding, Messaging, and Public Communication Protocols.

All public communications, branding elements, and program messaging developed by The Contractor shall conform to Department-approved standards. The Contractor shall not publish, distribute, or release any materials to the public—including digital content, press releases, social media posts, or partnership communications—without prior written approval from the Department.

The Contractor shall identify, integrate, and maintain mechanisms to facilitate low-cost financing options for eligible participants, which may include partnerships with utilities, community development financial institutions (CDFIs), nonprofit lenders, or other qualified financial entities. Such financing pathways shall be designed to reduce upfront costs to households through loan products, payment plans, or other mechanisms that complement HEAR Program rebates. The Contractor shall assist participants in navigating available financing options and shall ensure that all financing-related communications and materials adhere to the Program’s consumer protection requirements.

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The Contractor shall develop and implement processes that allow eligible participants to combine (“braid” or “stack”) HEAR rebates with other funding sources, including but not limited to utility incentives, philanthropic grants, local programs, federal assistance programs, or private financing. Such processes shall streamline the applicant experience and reduce barriers to participation. The Contractor shall ensure that all braided funding arrangements comply with federal rules prohibiting the duplication of benefits and shall maintain accurate records demonstrating compliance.

The Contractor shall make reasonable efforts to assist contractors and retailers participating in the Program in accessing working capital solutions, short-term financing, or other liquidity tools that reduce financial barriers to offering point-of-sale rebates, completing installations, or maintaining program participation. Such support may include referrals, application guidance, or integration of third-party financing resources within the contractor portal, subject to Department approval.

All financing-related activities undertaken by The Contractor must incorporate robust consumer protection protocols. The Contractor shall ensure that: (a) no predatory lending practices are used or facilitated; (b) all financing terms are disclosed in clear, plain language; (c) no deceptive marketing or misleading representations are used; (d) participants are informed of all available non-loan options before accepting financing; and (e) low-income and rural communities receive equal or prioritized access to subsidized financing tools. The Department may require The Contractor to adjust, terminate, or replace any financing offering that does not comply with these standards.

The Contractor acknowledges that all financing activities undertaken pursuant to this Agreement are provided solely as an administrative support function and that the Department shall not bear financial risk or liability arising from loans, credit products, defaults, or losses associated with any financing tool. The Contractor shall not enter into any financing arrangement or promote any loan product that would create or imply a financial obligation on the part of the Department.

The Contractor shall provide regular reporting to the Department concerning financing activity, including the number of participants utilizing financing pathways, financing types used, average loan sizes, contractor participation metrics, braiding outcomes, and measures taken to ensure equitable access. Reports shall be provided in a format approved by the Department and may be incorporated into periodic Program performance reporting.

The Contractor shall ensure that all messaging is accurate, consistent, compliant with program rules, and reflective of current eligibility criteria, rebate levels, and application requirements.

2.49 Support for Federal Outreach and Coordination with U.S. DOE Initiative.

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The Contractor shall support and implement federal outreach activities as required by the U.S. DOE, including integration of U.S. DOE messaging, participation in national outreach efforts, and timely dissemination of U.S. DOE-provided materials. Where U.S. DOE requires updates to messaging or educational content, The Contractor shall implement such updates expeditiously and shall ensure all program partners receive current, compliant materials.

2.50 Digital Outreach and Online Resource Management.

The Contractor shall support the Department’s public-facing webpages or microsites related to the HEAR Program. The Contractor shall provide updated content, FAQs, calculators, consumer guides, and application guidance materials as required. The Contractor shall ensure that all digital outreach content is optimized for accessibility, mobile devices, and user experience best practices.

The Department may require The Contractor to produce or revise digital content at any time, and The Contractor shall implement such changes without delay.

2.51 General Quality Assurance Obligations.

The Contractor shall develop, implement, and maintain a comprehensive Quality Assurance (“QA”) framework governing all aspects of program delivery, including application processing, eligibility determinations, installer compliance, equipment installation verification, post-installation inspections, rebate issuance, and consumer interactions. This QA framework shall ensure that all HEAR Program activities meet or exceed federal requirements, Department expectations, and all technical and operational standards incorporated into this Agreement. The Contractor shall document all QA policies, procedures, checklists, and methodologies and shall update these materials upon request by the Department.

2.52 Post-Installation Inspection Program.

The Contractor shall design, implement, and administer a robust post-installation inspection program consistent with U.S. DOE’s Data & Tools Requirements Guide and any additional standards prescribed by the Department. At a minimum, the inspection program shall:

- a) Validate that installed equipment meets eligibility criteria;
- b) Confirm that installations were completed safely and in accordance with manufacturer specifications and applicable codes;
- c) Ensure that installation documentation and invoices match materials provided;
- d) Verify the physical address, identity of the household, and rebated equipment;

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- e) Capture geotagged photographs, digital signatures, and inspection notes.

Inspections shall be performed by qualified inspectors who meet Department-defined requirements for training, certification, background checks, and field competency. The Contractor shall be responsible for managing, scheduling, and coordinating all inspection activities.

Inspection Sampling Requirements and Pass/ Fail Criteria. The Contractor shall conduct inspections on a statistically valid, Department-approved sampling basis or on a census basis if required by U.S. DOE. The Contractor shall maintain inspection pass/fail criteria that reflect federal and Departmental quality standards. Failed inspections shall immediately trigger corrective action procedures, including installer remediation, consumer notification, follow-up inspections, and documentation updates.

Inspection sampling methodology, statistical justifications, and sample selection processes shall be provided to the Department upon request.

2.53 Corrective Action Plans and Remediation Requirements.

For all identified deficiencies, The Contractor shall implement corrective action procedures promptly and thoroughly. This includes:

- a) Notifying the Department of serious defects;
- b) Coordinating with installers to correct work quality issues;
- c) Ensuring equipment replacement or repair when necessary;
- d) Scheduling and completing follow-up inspections;
- e) Monitoring installer remediation performance;
- f) Documenting all remediation steps and final outcomes.

The Contractor shall enforce compliance with corrective action timelines and shall escalate repeated deficiencies to the Department for potential installer sanctions or program removal.

2.54 Installer Compliance Oversight and Performance Monitoring.

The Contractor shall develop and implement an oversight program for all participating installers. This program shall include:

- a) Verification of installer licensing, training, and credential requirements;
- b) Monitoring installer participation volumes, lead times, and completion rates;

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- c) Identification of installer performance trends, quality issues, and consumer complaints;
- d) Rating or scoring installers based on quality and compliance metrics;
- e) Periodic re-qualification or suspension of installers based on performance.

The Contractor shall immediately notify the Department of installer behaviors that pose program risks, including fraud, repeated poor performance, non-compliant installations, or consumer safety issues.

2.55 Fraud, Waste, and Abuse Detection Controls.

The Contractor shall implement and maintain fraud, waste, and abuse detection mechanisms sufficient to protect the integrity of the HEAR Program. Such mechanisms shall include:

- a) Automated duplicate checking across applications and rebates;
- b) Validation against overlapping programs or funding sources, where allowed;
- c) Geolocation verification for inspections;
- d) Identity and household verification protocols;
- e) Anomaly detection for unusual rebate patterns or installer behaviors;
- f) Manual audit trails for high-risk applications.

Upon detecting potential fraud or irregularities, The Contractor shall:

1. Immediately flag the issue in the system;
2. Conduct an internal review to document findings;
3. Provide written notice to the Department within five (5) business days;
4. Assist the Department in conducting formal investigations or recovery actions.

Failure to maintain adequate fraud controls shall be considered a material breach.

2.56 Quality Assurance for Consumer Interactions and Call Center Services.

The Contractor shall incorporate consumer-facing services, including call center and help desk operations, into the QA program. This shall include:

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- a) Monitoring and scoring recorded calls;
- b) Conducting periodic audits of email and chat transcripts;
- c) Reviewing consumer satisfaction surveys;
- d) Identifying training gaps among support staff;
- e) Enforcing call handling standards and script adherence.

The Contractor shall produce summary QA reports on consumer interaction quality and shall implement improvements as directed by the Department.

2.57 Quality Management Documentation and Reporting.

The Contractor shall maintain detailed QA documentation, including:

- a) Inspection reports;
- b) Corrective action records;
- c) Installer compliance files;
- d) Internal QA findings;
- e) Trend analyses;
- f) Risk assessments and mitigation plans.

The Contractor shall submit periodic QA reports to the Department and provide ad hoc reports upon request. All QA documentation shall be retained for audit and compliance purposes and shall be accessible to the Department at any time.

2.58 Continuous Quality Improvement Requirements.

The Contractor shall maintain continuous improvement processes to refine QA methods, reduce inspection failure rates, improve installer performance, enhance consumer satisfaction, and strengthen program integrity. The Contractor shall evaluate program performance metrics regularly and propose improvements to the Department for approval. The Department reserves the right to direct The Contractor to implement additional QA procedures, modify existing procedures, or adjust inspection sampling rates as necessary to protect the Program's integrity.

2.59 General Staffing Obligations

The Contractor shall furnish all personnel necessary to perform the services and deliverables required under this Agreement. Staffing levels shall at all times be sufficient to

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meet the Program’s operational needs, service level requirements, and performance deadlines. The Contractor shall ensure that all personnel assigned to this Agreement possess the qualifications, training, expertise, and experience necessary to competently perform their assigned duties.

Key Personnel Designation

The following roles are designated as Key Personnel for purposes of this Agreement:

- (a) Project Manager;
- (b) Technical Lead or Technology Manager;
- (c) Call Center Manager;
- (d) Quality Assurance / Quality Control Lead;
- (e) Community Engagement and Outreach Lead;
- (f) POS/Retail Integration Lead; and
- (g) Any additional positions the Department identifies as mission-critical.

Key Personnel shall be assigned primary responsibility for overseeing their respective functional areas and shall serve as the Department’s principal points of contact for those areas. The Contractor shall ensure that each Key Personnel position is filled by an individual with appropriate qualifications and authority.

2.60 Restrictions on Replacement of Key Personnel

The Contractor shall not replace, reassign, or remove any Key Personnel without the prior written approval of the Department. Requests for replacement must include: (a) a transition plan; (b) a resume of the proposed replacement; and (c) assurances that the replacement individual meets or exceeds the qualifications of the departing personnel. The Department reserves the right to reject proposed replacements at its sole discretion.

Minimum Staffing Levels

The Contractor shall maintain minimum staffing levels necessary to meet contractual obligations, including:

- a) Sufficient call center and help desk staff to meet all SLAs in Section B.11;
- b) Technical and software engineering staff adequate to maintain system uptime, security, and performance SLAs;
- c) Field inspection or inspection-coordination personnel where applicable;
- d) Community outreach specialists to engage targeted income and rural communities;
- e) QA/QC staff to review data quality, rebate eligibility determinations, and documentation compliance;

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- f) Financial and administrative personnel to manage rebate reimbursements and reporting.

At the request of the Department, The Contractor shall provide staffing rosters, time allocation summaries, and organizational charts demonstrating adequate personnel coverage.

Mandatory Availability Requirements

The following minimum availability requirements apply:

- a) The Project Manager shall devote no less than 50% of full-time effort to the Program unless otherwise approved by the Department.
- b) The Technical Lead shall be available during all system deployments, outages, upgrades, and incident responses.
- c) The Call Center Manager shall be available during all call center operational hours
- d) Key Personnel must be reachable during Department-designated business hours and during any emergency or incident response as required.

2.61 Department's Right to Require Removal of Personnel

The Department may direct The Contractor to remove or replace any personnel whose performance is deemed unsatisfactory, who violates Program requirements, or who engages in conduct inconsistent with Department expectations. Upon receiving written notice, The Contractor shall immediately remove the individual and propose a replacement within five (5) business days.

2.62 Continuity of Operations and Succession Planning

The Contractor shall maintain succession plans to ensure uninterrupted performance in the event of turnover, leave, or unexpected absences of Key Personnel. Succession plans shall be provided to the Department upon request and updated at least annually or upon personnel changes.

2.63 Background Checks and Compliance Requirements

All personnel assigned to this Agreement shall undergo background checks consistent with State requirements. The Contractor shall ensure that all staff adhere to confidentiality rules, cybersecurity training, and data handling protocols required by the Department. Proof of compliance shall be provided upon request.

2.64 Staff Training and Certification Requirements

The Contractor shall provide initial and recurring training for all personnel, including training on:

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- a) Program rules and eligibility criteria;
- b) Income verification procedures;
- c) Customer service standards and escalation requirements;
- d) Data security and privacy requirements;
- e) ADA, language access, and cultural competence;
- f) System usage, documentation standards, and reporting requirements.

At least one team member involved in technical or consumer-facing questions must maintain BPI, RESNET, or other Department-approved building science certification.

2.61 No Additional Charge for Staffing Adjustments

The Contractor shall make any staffing adjustments necessary to maintain compliance with the Agreement at no additional cost to the Department. Changes in staff availability, turnover, recruitment challenges, or increases in workload shall not justify changes in pricing or schedule unless expressly approved by the Department in writing.

3. Service Level Agreement (SLA) – Table -3.1 Service Level Requirements

Contractor agrees to the following Service Level Requirements

Criticality (M = Mandatory; P = Preferred).

| | | | | | |
|--------------|---|----------|------------|-----------------|--|
| | | | | | |
| SLA-1 | Contractor’s System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof. | M | Yes | Standard | The Implementer’s system support and maintenance will commence on the Effective Date of the contract and continue throughout the full term of the contract, including any extensions. This ensures continuous operational support, timely updates, and ongoing maintenance for the duration of the engagement. |

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| SLA-2 | Contractor 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 | The Implementer will maintain all hardware and software in accordance with the specifications, terms, and requirements of the contract. This includes providing necessary upgrades, patches, and fixes to ensure the system remains fully functional, secure, and compliant throughout the contract term. |
| SLA-3 | 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 Contract. | M | Yes | Standard | The Implementer will repair or replace any hardware, software, or system component as needed to ensure the system operates in full accordance with the specifications, terms, and requirements of the contract. This guarantees continuous, reliable performance and compliance throughout the contract term. |
| SLA-4 | All hardware and software components of the Contractor hosting infrastructure shall be fully supported by their respective manufacturers at all | M | Yes | Standard | All hardware and software components of the Implementer’s hosting infrastructure are fully supported by their respective |

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| | times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers. (RA-5) | | | | manufacturers. Critical patches for operating systems, databases, web services, and other components are applied within sixty (60) days of release, ensuring system security, stability, and compliance with industry best practices (RA-5). |
| SLA-5 | The State shall have unlimited access, via phone or Email, to the Contractor technical support staff between the hours of 8:30 AM to 5:00 PM, Monday through Friday EST. | M | Yes | Standard | The State will have unlimited access to the Implementer's technical support staff via phone or email between 8:30 a.m. and 5:00 p.m. EST, Monday through Friday. This ensures timely assistance, issue resolution, and ongoing support for all system users during standard business hours. |
| SLA-6 | Contractor shall conform to the specific deficiency class as described below or as agreed to by the parties: <ul style="list-style-type: none"> • Class A Deficiency – Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - | M | Yes | Standard | The Implementer acknowledges that a Class A deficiency critically impacts system operation or service delivery. Upon identification, the Implementer will take immediate corrective action to restore full functionality, including applying necessary software patches, performing system repairs, or re- |

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| | <p>missing significant portions of information or unintelligible to State; Non-Software - Services were inadequate and require re-performance of the Service.</p> <ul style="list-style-type: none"> • 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. • Class C Deficiency – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; | | | | <p>performing services as required. Written documentation will be promptly updated to ensure clarity and completeness for the State. All remediation efforts will be communicated to the State in real time, and the Implementer will verify that the deficiency is fully resolved before closing the issue. The Implementer acknowledges that a Class B deficiency represents an important issue that may not stop system operation and/or has a viable workaround. The Implementer will evaluate and correct the deficiency within an agreed-upon timeframe, ensuring that functionality, documentation, or services meet the required standards. Temporary workarounds will be communicated to users as needed, and documentation will be updated to address missing or unclear information. Corrective actions will be verified to ensure the deficiency no longer</p> |
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| | <p>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> | | | | <p>adversely affects the system or service. The Implementer acknowledges that a Class C deficiency is minor in nature, with minimal effect on system operation, documentation, or service delivery. The Implementer will correct these deficiencies as part of routine maintenance or updates, ensuring that minor edits, cosmetic improvements, or service adjustments are completed in a timely manner. The impact on users is minimal, and no disruption to normal operations is expected during the remediation process.</p> |
| SLA-7 | <p>As part of the maintenance agreement, ongoing support issues shall be responded to according to the following:</p> <ul style="list-style-type: none"> • Class A Deficiency – Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) | M | Yes | Standard | <p>The Implementer acknowledges that Class A deficiencies critically affect system operations. Upon notification, the State will have access to on-call telephone assistance, issue tracking, and real-time updates eight (8) hours per day, five (5) days per week. The Implementer will provide an email or telephone response</p> |

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| | <p>hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Contractor shall provide support onsite or with remote diagnostic Services, within four (4) business hours of a request;</p> <p>Class B & C Deficiency – The State shall notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within four (4) hours of notification of planned corrective action; Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.</p> | | | | <p>within two (2) hours of the request and, if necessary, will deliver on-site or remote diagnostic support within four (4) business hours. All corrective actions will be documented, tracked, and verified to ensure the deficiency is fully resolved.</p> <p>The Implementer acknowledges that Class B deficiencies may not stop system operations and can often be mitigated with a workaround. The State will notify the Implementer during regular business hours, and the Implementer will respond within four (4) hours with a planned corrective action. Repairs, replacements, or maintenance of the software will be performed in accordance with the contract specifications and terms, ensuring continued system functionality and compliance.</p> |
| SLA-8 | The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except | M | Yes | Standard | The hosting server for the State will be available 24 hours a day, 7 days a week, with the exception of |

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| | for during scheduled maintenance. | | | | scheduled maintenance windows. Scheduled maintenance will be communicated in advance to minimize impact on operations, and all efforts will be made to ensure continuous availability, reliability, and performance of the system. |
| 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 | Yes | Standard | The Implementer will establish a regularly scheduled maintenance window (e.g., weekly, monthly, or quarterly) during which all relevant server patches and application upgrades will be applied. The schedule will be communicated in advance to the State to minimize operational impact, and all maintenance activities will follow established change management procedures to ensure system stability, security, and reliability. |
| SLA-10 | If Contractor is unable to meet the uptime requirement, Contractor shall credit State's account in an amount based | M | Yes | Standard | The Implementer acknowledges that if the uptime requirement is not met, the State may request a credit to its |

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| | 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. | | | | account. The credit will be calculated using the formula: (Total Contract Item Price ÷ 365) × Number of Days Contract Item Not Provided. The Implementer will honor all written requests from the State for such credits in accordance with this formula, ensuring accountability and transparency in service delivery. |
| SLA-11 | Contractor shall use a change management policy for notification and tracking of change requests as well as critical outages. | M | Yes | Standard | The Implementer follows a formal change management policy to notify and track all change requests, updates, and critical outages. This process ensures that changes are properly documented, approved, and communicated to the State, maintaining system integrity, minimizing disruption, and providing a clear audit trail for all modifications and incidents. |
| SLA-12 | A critical outage will be designated when a business function cannot be met by a nonperforming | M | Yes | Standard | The Implementer designates a critical outage as any event in which a business function cannot be |

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| | application and there is no work around to the problem. | | | | performed due to a nonperforming application and no workaround exists. Upon identification of a critical outage, the Implementer will initiate immediate corrective action, communicate the issue to the State, and track the incident through the change management process until full resolution is achieved. |
| SLA-13 | 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 | Yes | Standard | The Implementer will maintain comprehensive records of all repair and maintenance activities performed for the State. Quarterly reports will include server uptime, all implemented change requests (including operating system patches), all critical outages with descriptions of issues and resolutions, and the number of deficiencies reported by class (A, B, or C) including initial response times and time to closure. These reports will ensure transparency, accountability, and support ongoing |

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| | | | | | oversight and performance monitoring. |
| SLA-14 | 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 | Yes | Standard | The Implementer will provide the State Project Manager with at least two (2) days' prior notification of all system changes or updates. Additionally, the Implementer will provide training to the State as needed to ensure staff are fully informed and capable of using the system effectively following any upgrades or changes. |
| SLA-15 | 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 | Yes | Standard | The Implementer will make available to the State all latest program updates, general maintenance releases, selected functionality releases, patches, and associated documentation that are generally provided to its customers, at no additional cost. This ensures the State has access to current system functionality, security updates, and complete documentation throughout the term of the contract. |

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| SLA-16 | <p>For all maintenance Services calls, Contractor shall ensure the following information will be collected and maintained:</p> <ol style="list-style-type: none"> 1. Nature of the Deficiency. 2. 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 | Yes | Standard | <p>For all maintenance service calls, the Implementer will collect and maintain detailed records including: the nature of the deficiency, its status, action plans with dates and times, expected and actual completion times, deficiency resolution information, the individual who resolved the issue, the identifying number (e.g., work order number), and the person who identified the issue. This comprehensive tracking ensures accountability, transparency, and supports reporting, analysis, and audit requirements.</p> |
| SLA-17 | <p>Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:</p> <ol style="list-style-type: none"> 1. Mean time between reported Deficiencies with the Software. 2. Diagnosis of the root cause of the problem. | P | Yes | Standard | <p>The Implementer will collaborate with the State to identify and troubleshoot potentially large-scale system failures or deficiencies. This process includes collecting and analyzing data such as the mean time between reported software deficiencies, diagnosing the root cause of each</p> |

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| | 3. Identification of repeat calls or repeat Software problems. | | | | problem, and identifying repeat calls or recurring software issues. This approach ensures timely resolution, supports preventive measures, and improves overall system reliability. |
|--|--|--|--|--|---|

Business Requirements

| Business Requirement # | State Requirement Description | Criticality | Contractor Response | Contractor Delivery Method | Contract Comments |
|------------------------|---|-------------|---------------------|----------------------------|--|
| B1.1 | Supports all major web browsers with a responsive design to work with various screen resolutions. Support use of software on portable devices such as smart phones, iPad, tablets | M | Yes | Standard | The system supports all major web browsers and is built with a fully responsive design to ensure optimal performance across a wide range of screen resolutions. It enables consistent and reliable use of the software on portable devices, including smartphones, iPads, and other tablets, without requiring additional configuration or |

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| | | | | | device-specific versions. |
| B1.2 | The cloud-based database must perform all tasks necessary to provide end users with a single point of access that includes information such as: administrative and fiscal data; client intake, eligibility and supporting documentation, and property and whole-house assessment data | M | Yes | Standard | The cloud-based database is designed to provide end users with a secure, centralized point of access for all required system functions. It supports the management and retrieval of administrative and fiscal data; client intake information, eligibility determinations, and supporting documentation; as well as property-level and whole-house assessment data, enabling efficient, integrated workflow across all program activities. |
| B1.3 | 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. | M | Yes | Standard | The system provides full functionality to maintain and edit data for individuals and families, including individuals sharing a household, at |

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| | Changes prepopulate to all program years. Capability to remove duplicate client records. Capability to merge partial separate records with the same individual and family. | | | | any point in time. All data changes are recorded with a traceable history that documents edits, timestamps, and record linkages to ensure data integrity and auditability. Updates automatically prepopulate across all applicable program years to maintain consistency. The system also includes tools to identify and remove duplicate client records, as well as the ability to merge records |
| B1.4 | 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, | M | Yes | Standard | The cloud-based database supports data entry by both the state and Subgrantees and is configured to accept and manage data associated with multiple funding sources for reimbursement and eligibility purposes. The system tracks reimbursements separately and in detail by program |

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| | measure, client, and unit | | | | year, funding source, measure, client, and unit, ensuring accurate allocation, reporting, and audit-ready financial records across all funding streams. |
| B1.5 | 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 applicant's record. Allow applicants to edit, view and upload to the application until it is submitted. Once submitted for processing, the applicant checks application status and agency download for | M | Yes | Standard | The cloud-based database includes secure functionality to accept online applications, electronic signatures, and document uploads and downloads, with security controls applied throughout the system to protect applicant data. The system supports a multi-lingual interface, as required, to ensure accessibility for diverse users. Uploaded applications and documentation are automatically time-stamped, aged, and stored in a retrievable format that is associated with the appropriate applicant record. |

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| | processing. Include a timeframe for applications i.e.: after 30 days of no activity, online application is no longer valid. | | | | Applicants are able to view, edit, and upload documents to their application until submission. Once submitted for processing, applicants may check application status while agencies are able to securely download applications and supporting documentation for review and processing. The system can enforce specified application timeframes, including automatic expiration of online applications after a defined period of inactivity (e.g., 30 days). |
| B1.6 | Ability and option to make electronic payments to Implementers or check writing through the system with related accounting functions such as; invoice entry, check reconciliations, 1099s. | M | Yes | Standard | The system provides the ability and option to issue electronic payments to Implementers as well as generate checks directly through the system. It supports invoice entry, payment |

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| | | | | | processing, check reconciliation, and the generation and tracking of required tax documents such as 1099s, ensuring accurate financial management and compliance. |
| B1.7 | <p>Capability to import customer data or service data from a flat file or other external source.</p> <p>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.</p> | M | Yes | Standard | Customer and service data from flat files or other approved external data sources can be imported. The system also supports the upload of documents, files, and images, including scanned supporting documentation, which are securely stored and electronically associated with the appropriate beneficiary records. These files are accessible for online or electronic auditing, ensuring efficient review, |

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| | | | | | traceability, and compliance with program requirements. |
| B1.8 | Ability for the Department to access all subgrantee records in one combined access point. Ability to choose by agency or a statewide search. | M | Yes | Standard | The system provides the Department with a single, centralized access point to view and manage all subgrantee records. Authorized users can search and retrieve data either by individual agency or conduct statewide searches across all subgrantees, ensuring efficient oversight, monitoring, and reporting. |
| B1.9 | Ability to process Implementer files and agreements into system with data recording on case recording. | M | Yes | Standard | The system supports the processing and storage of Implementer files and agreements directly within the database. Associated data from these documents is recorded and linked to relevant case records, ensuring accurate documentation, traceability, and |

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| | | | | | accessibility for case management, monitoring, and reporting purposes. |
| B1.10 | Software must include basic customization tools to allow The Department 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 | The proposed solution will include mechanisms that allow authorized Department system administrators to manage and maintain key reference information and program-related configurations as needed. These mechanisms will support updates to system tables and rules to align with program requirements, as well as provide the ability to maintain an online repository of commonly used forms. |
| B1.11 | The system must be able to support 1,000+ users to include contractors, CAPs, and residents with growth in the future, along with online users. | M | Yes | Standard | The cloud-based system is designed to support an unlimited number of users, including contractors, Community Action Programs (CAPs), and |

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| | | | | | <p>residents, and is fully scalable to accommodate future growth. There are no limits on the number of users that may be created, licensed, or maintained within the system. The platform supports both internal and online users simultaneously without performance degradation.</p> |
| B1.12 | <p>Ability to track eligibility period and provide a method of managing the cases requiring rebate management to avoid overlap.</p> | M | Yes | Standard | <p>The system includes functionality to track client eligibility periods and manage rebate-related cases to prevent overlap. It provides controls to identify active and prior eligibility timelines and supports case management workflows that ensure rebates are applied appropriately and do not conflict across eligibility periods.</p> |

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| B1.13 | Provide ability to perform accounting functions such as; Fiscal Budgets and Monthly and Quarterly Expenditures, Balance Sheet, Income Statement, Annual Audit System, Implementer payments and associated financial functions to meet program fiscal requirements i.e.; check reconciliations, payment lookups, invoice entry, produce 1099s for landlord payments, voided checks, refunds are returned to client record and tracked. | M | Yes | Standard | The proposed solution will provide comprehensive accounting functionality to meet program fiscal requirements. This includes support for fiscal budgets; monthly and quarterly expenditure tracking; balance sheet and income statement reporting; and an annual audit system. The solution will also support implementer payments and associated accounting functions, including check reconciliations, payment lookups, invoice entry, production of 1099s for landlord payments, management of voided checks, and ensuring refunds are returned to and tracked within the appropriate client records. |
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| B1.14 | 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 and the PNNL tool can be exported/imported in the following formats: PDF, Excel, HPXML or Word. | M | Yes | Standard | The proposed solution provides robust integration capabilities that can support the import, attachment and management of NH specific energy audit data from tools such as TREAT and PNNL by leveraging configurable data and document ingestion capabilities for PDF, Excel, HPXML and Word formats. |
| B1.15 | Ability to update Implementer files including a check-off for Implementer requirements met. Ability to activate and deactivate Implementers. | M | Yes | Standard | The system allows authorized users to update Implementer files and includes configurable check-off fields to document when Implementer requirements have been met. It also provides functionality to activate or deactivate Implementers as needed, ensuring accurate status tracking and appropriate access control |

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| | | | | | within the system. |
| B1.16 | Ability to track rebate eligibility amounts and payments and balances. Ability to limit expenditures based on eligibility provided, rebate limits, expenditures per home. | M | Yes | Standard | The system provides functionality to track rebate eligibility amounts, payments, and remaining balances for each participant. It includes controls to enforce spending limits based on eligibility, rebate caps, and expenditures per home, ensuring accurate financial management, compliance with program rules, and prevention of overpayment. |
| B1.17 | Compatible with USDOE PNNL tool, API and workflows | M | Yes | Standard | These workflows have been built and tested with our existing customers within this program. |
| B1.18 | Ability to update programs as needed with changes such as: eligibility determination, rebate levels, reporting requirements within | M | Yes | Standard | The proposed solution will have the ability to update and configure program parameters as needed, including changes to |

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| | a 5-day period, notification/ email | | | | eligibility determination rules, rebate levels, and reporting requirements, within a five (5) day period. The system will also support automated notifications and email communications to ensure timely communication of program updates to relevant stakeholders. |
| Reporting | | | | | |
| B1.19 | 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 | M | Yes | Standard | The system provides the capability to dynamically generate reports based on a wide range of user-selected parameters, including start and end dates, gender, family size, income level, zip code, ward, age, educational attainment, source of income, program or service provider, and type of housing. Any data field collected in the |

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| | document, Excel or Adobe. | | | | system can be included in reports, allowing for full flexibility in reporting. Users can save report configurations for repeated use, ensuring efficiency and consistency. Generated reports can be exported to Word, Excel, or Adobe formats, allowing for easy sharing, analysis, and documentation. |
| B1.20 | 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 about which agency application is active at. | M | Yes | Standard | The proposed solution will include system-wide mechanisms to support fraud detection and prevention across all participating subgrantees. These mechanisms will enable the identification of potential duplicate services and provide appropriate alerts to authorized users, including information |

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| | | | | | indicating where an active application may already exist within the system. |
| B1.21 | Provide a mechanism for the Department 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 | Yes | Standard | The proposed solution will include a mechanism that allows the Department and authorized subgrantees to exchange data with the system, as permitted, to support operational and reporting needs. This mechanism will enable access to current data and support the generation of timely reports for purposes such as service delivery, program planning, monitoring, quality assurance, appointment scheduling, and other required reporting functions. |
| B1.22 | System updates that keep the Department program in compliance with regulations are | M | Yes | Standard | Ongoing maintenance services include system updates required to maintain |

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| | included as part of ongoing maintenance. | | | | compliance with applicable regulations governing the Department's program. |
| B1.23 | Capability for staff persons to generate reports for pending follow-up actions needed. | M | Yes | Standard | The system provides staff with the capability to generate reports identifying pending follow-up actions. Users can filter and organize these reports by case, client, task type, or other relevant parameters, ensuring timely action, effective case management, and improved program oversight. |
| B1.24 | Retain household data to prepopulate new applications in subsequent years. Retain data in an accessible manner for a period of 3 years. | M | Yes | Standard | The system retains household data in a secure and accessible manner to prepopulate new applications in subsequent program years, reducing data entry burden and improving accuracy. All retained data can be configured to be maintained for |

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| | | | | | a set period of time (three years in this instance), ensuring compliance with program requirements and providing easy access for authorized users as needed |
| Security | | | | | |
| B1.25 | Personally Identifiable Information (PII) must be encrypted during transit, use and at rest. | M | Yes | Standard | The system ensures that all Personally Identifiable Information (PII) is fully encrypted during transit, in use, and at rest. This includes secure data transmission protocols, encryption of stored data, and safeguards while data is being processed, ensuring confidentiality, integrity, and compliance with applicable privacy and security standards. |
| B1.26 | The ability to provide Implementers with a secure method i.e.: portal to upload and download participant | M | Yes | Standard | The system provides Implementers with a secure portal for uploading and downloading |

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| | documents., check on eligibility status and benefit amount. | | | | participant documents. Through this portal, Implementers can also check participant eligibility status and view benefit amounts, ensuring secure, efficient access to information while maintaining data confidentiality and program compliance. |
| B1.27 | 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 operate within SSO. | M | Yes | Standard | The proposed solution provides role based administrative controls that allow authorized administrators to assign user security levels, add, disable and delete users. All administrative access supported within |
| B1.28 | 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 daily. | M | Yes | Standard | The system ensures the security of the web-based database by performing automatic daily backups of all data entered. Backups are stored in a |

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| | | | | | secure secondary location, providing protection against data loss and ensuring business continuity and disaster recovery capabilities. |
| B1.29 | The Implementer should 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 | The Implementer will ensure that all technologies used in the proposed solution adhere to appropriate security configurations and industry-recognized security standards. This may include alignment with applicable federal and industry guidelines and best practices for information security and application protection, as required. |
| B1.30 | The Implementer should ensure that during the term of the contract, it shall maintain possession or control of any of the Department data in | M | Yes | Standard | The Implementer will maintain possession and control of all Department data in a confidential and secure manner |

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| | a confidential and secure manner and it must have the ability to encrypt critical data. | | | | throughout the term of the contract. The system includes the capability to encrypt critical data, ensuring that sensitive information is protected at all times and meets applicable security and privacy standards. |
| B1.31 | The Implementer should establish appropriate administrative, technical and physical safeguards to ensure the security and confidentiality of the Department 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 | The Implementer will establish and maintain appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of Department data. These measures protect against anticipated threats or hazards that could compromise data integrity or security, preventing potential harm, embarrassment, inconvenience, or unfairness to any individual. Safeguards include access |

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| | | | | | controls, encryption, monitoring, and secure data storage practices in accordance with industry standards. |
| B1.32 | All employees of Implementer who will have access to the Department data shall be advised by the awarded Implementer 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 | The Implementer will ensure that all employees with access to Department data are informed of the confidential nature of the information. Employees will be made aware that unauthorized disclosure of client information may result in legal consequences, including possible criminal penalties. Training and acknowledgment procedures will be implemented to ensure all staff understand and comply with confidentiality requirements. |
| B1.33 | The Implementer agrees to assume responsibility for protecting the confidentiality of the Department | M | Yes | Standard | The Implementer will assume responsibility for safeguarding the confidentiality of all Department |

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| | data it provides to or uses in the performance of any contract awarded under this RFP that is not publicly available information. | | | | data accessed, received, or used in the performance of any contract awarded under this solicitation, to the extent such data is not publicly available. |
| B1.34 | Implementer will accept responsibility for all data breaches resulting from vulnerabilities within the Implementer's System including but not limited to notification of affected parties and corrective actions determined by the Department, all at Implementer's sole cost and expense. | M | Yes | Standard | The Implementer will accept responsibility for data breaches attributable to vulnerabilities within the Implementer's system, including required notifications to affected parties and the implementation of corrective actions as determined by the Department, at the Implementer's sole cost and expense. |
| B1.35 | 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 | The system utilizes automated computer backup and recovery procedures to prevent loss of data required for ADES reports and to minimize |

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| | | | | | disruption or degradation of services. Backups are performed regularly and stored in secure locations, ensuring data integrity, business continuity, and timely recovery in the event of a system failure. |
| B1.36 | 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 | The Implementer will develop and maintain an executable exit strategy to ensure seamless data portability and transition to another solution if required in the future. This strategy includes procedures for secure data extraction, formatting for compatibility, and transfer to authorized systems or vendors, minimizing disruption and ensuring continuity of operations. |
| B1.37 | System administration permissions and | M | Yes | Standard | The proposed solution will support role- |

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| | ability to assign user security levels. Current security levels. Ability to assign administrators within the agency to manage their user’s security levels. | | | | based access control (RBAC) to ensure appropriate system administration permissions and user security levels. Authorized agencies will have the ability to designate administrators within their organization to manage and assign user roles and security levels, ensuring access is aligned with job responsibilities and organizational policies. |
| B1.38 | 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 | Yes | Standard | The proposed solution will support Single Sign-On (SSO) authentication, allowing users to access the application securely through a unified login. Access to application areas will be controlled based on assigned roles and permissions, ensuring users can only reach the sections |

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| | | | | | appropriate to their responsibilities. |
| B1.39 | 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 | Yes | Standard | The proposed solution will support multi-factor authentication (MFA), requiring users to provide multiple forms of authentication to access the system. This ensures enhanced security and helps protect sensitive information by verifying user identity beyond a single credential. |
| B1.40 | Ensure all data is backed up on a nightly basis. | M | Yes | Standard | The system ensures that all data is backed up nightly to a secure secondary location. This process safeguards data integrity, supports business continuity, and enables timely recovery in the event of system failures or data loss. |

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| Testing Requirements/ Training | | | | | |
| B1.41 | Provide an ongoing test site that is available to all users for training purposes with data updated as needed. | M | Yes | Standard | The system provides an ongoing test site accessible to all users for training purposes. The test environment is regularly updated with current or representative data as needed, allowing users to practice system functionality, learn workflows, and ensure proficiency without affecting live production data. |
| B1.42 | Test Environment for the Department Staff to preview, try, and to train system - annual subscription with Hosting/Support for secondary server staging environment including regular updating of data. NOT APPLICABLE | M | Yes | Standard | The proposed solution will include a test environment for Department staff to preview, explore, and train on the system. This environment will be maintained as a secondary staging environment with ongoing hosting and support, including regular updates to ensure data and functionality reflect the |

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| | | | | | current production system. |
| B1.43 | Updates and Upgrades: The Proposer(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 corrections(s), and training the Department staff and Subgrantee on use and maintenance of the software, at no additional cost. | M | Yes | Standard | The Implementer will provide training whenever substantial updates or upgrades are implemented. Pre- and post-launch support will be provided to cover software updates, user manual revisions, error corrections, and system enhancements. Training will be provided to Department staff and Subgrantees on the use and maintenance of the software at no additional cost, ensuring that all users are fully supported and proficient with the latest system functionality. |
| B1.44 | Provide users with a software manual, outlining all functions. Provide updates to the manual within 5 days. | M | Yes | Standard | The proposed solution will include a software manual detailing all system functions, with mechanisms in |

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| | | | | | place to provide updates to the manual within five (5) days of any changes or system updates. |
| B1.45 | Provide an ongoing test site that is available to all users for training purposes with data updated as needed. | M | Yes | Standard | The system provides an ongoing, accessible test site for all users to support training and skill development. The test environment is regularly updated with current or representative data as needed, allowing users to practice workflows, explore features, and gain proficiency without impacting live production data. |
| B1.46 | The Proposer(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 | The Implementer will provide in-depth training and ongoing assistance to ensure technical staff fully understand how to operate, maintain, remotely manage, and provide on-site support for the web-based |

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| | | | | | database. Training will cover all system functions, maintenance procedures, and troubleshooting protocols to ensure technical staff can effectively support and sustain the system. |
| B1.47 | Provide an ongoing test site that is available to all users for training purposes with data updated as needed. | M | Yes | Standard | The system provides an ongoing, accessible test site for all users to support training and skill development. The test environment is regularly updated with current or representative data as needed, allowing users to practice workflows, explore features, and gain proficiency without impacting live production data. |

Application Requirements

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| Application Requirement # | Requirement Description | Criticality | Contractor | Delivery Method | Comments |
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| A1.1 | Ability to access data using open standards access protocol (please specify supported versions in the comments field). | M | Yes | Standard | The system supports open standards including OData v2/v4, RESTful API, and SOAP 1.1/1.2, with version specifics configurable per deployment. |
| A1.2 | Data is available in a 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 | The system ensures that all data is available in commonly used formats that are not subject to exclusive control by any entity, except where required by national or international standards. Data provided through the system is free from copyright, patent, trademark, or other trade secret restrictions, ensuring accessibility, interoperability, and usability for authorized users. |
| A1.3 | Web-based compatible and in conformance with the following W3C | M | Yes | Standard | The system is fully web-based and designed to conform with |

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| | standards: HTML5, CSS 2.1, XML 1.1 | | | | current W3C standards, including HTML5, CSS 2.1, and XML 1.1. This ensures broad browser compatibility, accessibility, and adherence to industry best practices for web development. |
| Application Security | | | | | |
| A2.1 | Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services. | M | Yes | Standard | The proposed solution will include mechanisms to verify or authenticate all client applications prior to system access, helping to ensure that only authorized users and applications can access appropriate data and services. |
| A2.2 | Verify the identity and authenticate all 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 | The proposed solution will include mechanisms to verify and authenticate all human users prior to granting access, helping to ensure that only authorized individuals can access appropriate |

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| | | | | | system functions, data, and services. |
| A2.3 | Enforce unique usernames. | M | Yes | Standard | The system enforces unique usernames for all users, ensuring that each account is individually identifiable and maintaining the integrity, security, and accountability of user access. |
| A2.4 | Enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide User Account and Password Policy. | M | Yes | Standard | The system enforces complex passwords for Administrator accounts and can conform to any required password complexity policies, including those established by DoIT or other applicable authorities, to ensure secure access and protection of sensitive data. |
| A2.5 | Enforce the use of complex passwords for general users using capital letters, numbers and special characters in | M | Yes | Standard | The system enforces the use of complex passwords for all general users, including requirements for |

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| | accordance with DoIT's statewide User Account and Password Policy. | | | | capital letters, numbers, and special characters, and can conform to any applicable password policies, such as DoIT's statewide User Account and Password Policy, to ensure secure access and protection of sensitive data. |
| A2.6 | Encrypt passwords in transmission and at rest within the database. | M | Yes | Standard | The proposed solution will include mechanisms to protect user passwords by encrypting them both during transmission and while stored within the database, ensuring the security of sensitive authentication information. |
| A2.7 | Establish the ability to expire passwords after a definite period in accordance with DoIT's statewide User Account and Password Policy. | M | Yes | Standard | The system provides the ability to expire passwords in accordance with a definite period and can be configured to meet the timeframe requirements outlined by |

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| | | | | | DoIT's statewide User Account and Password Policy, ensuring compliance with established security standards. |
| A2.8 | Provide the ability to limit the number of people that can grant or change authorizations. | M | Yes | Standard | The system provides the ability to restrict the number of users who can grant or modify authorizations, ensuring that access control is tightly managed and aligned with organizational security policies. |
| A2.9 | Establish ability to enforce session timeouts during periods of inactivity. | M | Yes | Standard | The system includes the ability to enforce session timeouts after periods of user inactivity. This ensures that unattended sessions are automatically logged out, enhancing security and protecting sensitive data from unauthorized access. |
| A2.10 | The application shall not store authentication credentials or | M | Yes | Standard | The system is designed so that authentication credentials and |

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| | sensitive data in its code. | | | | other sensitive data are never stored in the application code. All credentials and sensitive information are securely stored in protected databases or secure vaults, ensuring data integrity and compliance with security best practices. |
| A2.11 | Log all attempted accesses that fail identification, authentication and authorization requirements. | M | Yes | Standard | The system logs all attempted accesses that fail identification, authentication, or authorization requirements. These audit logs provide a complete record of unauthorized access attempts, supporting security monitoring, incident investigation, and compliance with organizational and regulatory standards. |
| A2.12 | The application shall log all activities to a central server to prevent parties to application | M | Yes | Standard | The system logs all user and system activities to a central server, creating a secure, tamper- |

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| | transactions from denying that they have taken place. | | | | evident record of transactions. This ensures accountability and provides non-repudiation, preventing users or other parties from denying actions performed within the application. |
| A2.13 | All logs must be kept for one quarterly reporting period | M | Yes | Standard | The system retains all activity and access logs for a minimum of one quarterly reporting period, ensuring records are available for review, auditing, and compliance purposes. |
| 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 system allows users to explicitly terminate their sessions at any time. Upon termination, all session data is securely cleared, ensuring that no remnants of the prior session remain and protecting sensitive information from unauthorized access. |
| A2.15 | Do not use Software and | M | Yes | Standard | The system and associated |

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| | System Services for anything other than they are designed for. | | | | software services are used solely for their intended purposes. Controls, policies, and training ensure that the software is not misused, maintaining operational integrity, security, and compliance with contractual and regulatory requirements. |
| A2.16 | The application Data shall be protected from unauthorized use when at rest. | M | Yes | Standard | The system ensures that all application data is protected from unauthorized use while at rest. Data is securely stored using encryption and access controls, ensuring confidentiality, integrity, and compliance with applicable security standards. |
| A2.17 | The application shall keep any sensitive Data or communications private from unauthorized individuals and programs. | M | Yes | Standard | The system ensures that all sensitive data and communications are kept private and protected from access by unauthorized individuals or programs. |

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| | | | | | Security measures, including encryption, access controls, and monitoring, safeguard the confidentiality and integrity of the information at all times. |
| A2.18 | Subsequent application enhancements or upgrades shall not remove or degrade security requirements. | M | Yes | Standard | All subsequent application enhancements and upgrades are implemented in a manner that preserves existing security requirements. Security controls, encryption, and access protections remain fully intact, ensuring that system updates do not compromise the confidentiality, integrity, or availability of data. |
| A2.19 | Utilize change management documentation and procedures. | M | Yes | Standard | The system and Implementer utilize formal change management documentation and procedures for all modifications, updates, or upgrades. This |

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| | | | | | ensures that changes are properly planned, reviewed, approved, and tracked, maintaining system integrity, security, and compliance with operational and regulatory standards. |
| 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 | The system uses web services exclusively to interface with the State’s data, providing near real-time access whenever possible. This approach ensures secure, efficient, and reliable data exchange while maintaining data integrity and minimizing latency between systems. |

Prohibited Technologies

| Prohibited Technologies # | State Requirement Description | Criticality | Contract or Response | Contractor Delivery Method | Contractor Comments |
|---------------------------|-------------------------------|-------------|----------------------|----------------------------|---------------------|
| | | | | | |

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| PT1 | No equipment or services on the State of New Hampshire's Prohibited Technologies List found here: Prohibited Technologies List And No equipment or services on the FCC Covered List found here: FCC Section 2 List of Equipment and Services | M | | | |
|-----|--|---|--|--|--|

Security Compliance Requirements

| Req # | State Requirement Description | Criticality | Contractor Response | Contractor Delivery Method | Contractor Comments |
|-------|---|-------------|---------------------|----------------------------|--|
| T1.1 | Comply with controls required by NIST Special Publication 800-171 R2, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations to achieve the Baseline SP 800-171 Rev. 3, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations CSRC (nist.gov) | M | Yes | Standard | The proposed solution will include the capability to comply with security controls consistent with NIST SP 800-171 R2 to support the protection of Controlled Unclassified Information (CUI) and achieve the applicable baseline requirements. |
| T1.2 | Comply with Modern level controls as defined by NIST Special Publication 800-52 Revision 5, Security and Privacy Controls for | P | Yes | Standard | The proposed solution is currently implementing NIST SP 800-53 Revision 5 Moderate baseline controls and will |

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| | <p>Information Systems and Organizations-BaseLine Plus</p> <p>SP 800-53 Rev. 5, Security and Privacy Controls for Information Systems and Organizations CSRC (nist.gov)</p> | | | | <p>provide evidence of compliance through an audit upon completion of implementation.</p> |
|--|---|--|--|--|---|

| StateRAMP Authorization | | | | | |
|-------------------------|---|-------------|---------------------|----------------------------|--|
| Req # | State Requirement Description | Criticality | Contractor Response | Contractor Delivery Method | Contractor Comments |
| T2.1 | StateRAMP Ready/Authorized Certification Home | P | | | |
| T2.2 | If StateRAMP Ready, you agree to attain StateRAMP Authorized within 12 months of the effective date of a resulting contract. | M | | | |
| T2.3 | If StateRAMP Active, you agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract. | M | Yes | Standard | The proposed solution includes the capability to achieve StateRAMP Authorization within 24 months of the effective date of any resulting contract. |
| T2.4 | If StateRAMP is in Process, you agree to attain StateRAMP Authorized within 24 months of the effective date of | M | | | |

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| | a resulting contract. | | | | |
| T2.5 | If StateRAMP Pending (Under review with StateRAMP PMO awaiting a determination for a verified status), you agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract or prior to contract renewal. | M | | | |
| T2.6 | If Not StateRAMP Progressing, Not StateRAMP Ready, or Not StateRAMP Authorized the Implementer shall initiate and provide a StateRAMP Security Snapshot with their response. You agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting | M | | | |
| T2.7 | Continuous Monitoring – For any resulting award(s) and subsequent contract(s), the awarded contractor(s) will grant access to | M | Yes | Standard | The proposed solution includes the capability to support continuous monitoring of the system environment throughout the life of the contract. We maintain a |

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| | <p>continuous monitoring and reporting upon receiving award for StateRAMP Security Snapshot, Ready status and Authorization status through the life of the contract. The State reserves the right to request and review all Third-Party Assessment Organization (3PAO) audits, risk assessments, vulnerability assessments, and penetration tests of the contractor's environment. The contractor shall respond to all flaws discovered by providing a mutually agreed upon timeframe to resolve the issue and/or implement a compensating control.</p> | | | | <p>continuous monitoring platform that can provide authorized State personnel with access for oversight, including review of security status, assessments, and any identified vulnerabilities. The contractor will work with the State to address any issues discovered, including implementing corrective or compensating controls within mutually agreed timeframes.</p> |
|--|---|--|--|--|--|

Other Certifications in Lieu of

| Req # | State Requirement Description | Criticality | Contractor Response | Contractor Delivery Method | Contractor Comments |
|-------|--|-------------|---------------------|----------------------------|---------------------|
| T3.1 | FedRAMP Authorized https://www.fedr | P | | | |

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| | amp.gov/How to Become FedRAMP Authorized FedRAMP.gov | | | | |
|-----------------|--|-------------|---------------------|----------------------------|---|
| T3.2 | HITRUST (HITRUST is common for Health Care related products and services.) HITRUST Alliance | P | | | |
| Hosted Platform | | | | | |
| Req # | State Requirement Description | Criticality | Contractor Response | Contractor Delivery Method | Contractor Comments |
| T4.1 | The following Hosting Platforms are FedRAMP/StateRAMP Authorized and are pre-approved to host any SaaS or other Software Product. If your platform is included in the list below identify the platform in the Implementer Comments. AWS US East/West AWS GOV CLOUD AZURE Commercial Cloud AZURE Government (Includes Dynamics 365) GOOGLE Services (Cloud Platform Products and | P | Yes | Standard | The proposed solution is hosted on Amazon Web Services (AWS) in the US East region, providing high availability, scalability, and robust security. For customers requiring additional compliance measures, the solution can also be deployed in AWS GovCloud. Please note |

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| | Underlying Infrastructure) ORACLE Government Cloud – Common Controls ORACLE Federal Managed Cloud Services | | | | |
|---|---|-------------|---------------------|----------------------------|---|
| Individual Agency Compliance Requirements (examples listed below) | | | | | |
| Req # | State Requirement Description | Criticality | Contractor Response | Contractor Delivery Method | Contractor Comments |
| T5.1 | FTI Pub 1075 | M | Yes | Standard | The proposed solution includes the capability to comply with the requirements of FIT Pub 1075, ensuring the protection, confidentiality, and appropriate handling of sensitive taxpayer and financial information in accordance with applicable federal and state guidelines. |
| T5.2 | FERPA | M | Yes | Standard | The proposed solution includes the capability to comply with the Family Educational Rights and Privacy Act (FERPA), safeguarding student education records and ensuring that access, use, and disclosure of information meet all legal and regulatory requirements. |
| T5.3 | CIJS | M | Yes | Standard | The proposed solution includes the capability to comply with the Criminal |

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| | | | | | Justice Information Services (CJIS) Security Policy, supporting the secure handling, transmission, and storage of criminal justice information and ensuring access is limited to authorized personnel. |
|--|---|-------------|---------------------|----------------------------|--|
| Information Technology Accessibility Compliance | | | | | |
| Req # | State Requirement Description | Criticality | Contractor Response | Contractor Delivery Method | Contractor Comments |
| T6.1 | Web content and mobile applications must comply with WCAG 2.1, Level AA. | M | Yes | Standard | All web content and mobile applications are designed to comply with WCAG 2.1, Level AA standards. This ensures accessibility for users with disabilities, including those using assistive technologies, and aligns with best practices for inclusive design and regulatory compliance. |
| T6.2 | Hardware that transmits information or has a user interface, such as display screens, variable message signs, and kiosks, must comply with ICT Accessibility Standards and Guidelines, Chapter 4: Hardware. | M | Yes | Standard | No hardware |
| T6.3 | Implementer shall complete the | M | Yes | Standard | A completed VPAT form will be provided. |

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| | VPAT 2.5 WCAG (November 2023) and submit with their proposal in Section III: Responses to Requirements and Deliverables ITI Accessibility Policy | | | | |
|--|---|--|--|--|--|

4. Software Platform Requirements

4.1 General System Architecture and Fictional Scope.

The Contractor shall provide, implement, and maintain a secure, scalable, and fully integrated software platform designed to support all functional requirements of the Departments Home Electrification and Appliance Rebate Program. The system shall deliver end-to-end program administration capabilities, including intake, eligibility and income verification, application processing, program workflow management, rebate issuance, quality assurance tracking, reporting, and compliance monitoring. The Contractor shall ensure that the platform’s architecture supports seamless collaboration among applicant, program administrators, inspectors, installers, and any additional user groups designated by the Department. The system shall remain operational, stable, and fully functional throughout the duration of the Contract, and any degradation in system performance shall constitute a failure to meet contractual requirements.

4.2 Configurability and Customization Requirements.

The Contractor shall ensure that the software platform provides robust out-of-the-box functionality while also supporting custom configurations and enhancements necessary to meet the Departments current and future program needs. The platform shall be capable of adapting, without material service disruption, to policy changes, workflow modifications, funding adjustments, new program rules, or any requirements identified by the Departments as “custom” or “future State”. The Contractor shall configure the system in accordance with the Department’s direction and shall not materially alter or remove any functionality without the prior written approval of the Department. The Department shall retain sole authority to determine whether a customization is required.

4.3 User Interface and User Experience Standards.

The Contractor shall ensure that the software platform provides a modern, intuitive, and user-centered interface that facilitates efficient participation by applicants and administrative users. The platform shall comply with all accessibility requirements under the ADA, including

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requirements for nonvisual access, keyboard navigation, captioning, and screen-reader compatibility. The Contractor shall provide multilingual capabilities as required by the Department, and shall design the interface to minimize user burden, reduce abandonment rates, and enhance overall usability. User experience deficiencies identified by the Department shall be promptly addressed by The Contractor.

4.4 Income and Eligibility Verification Systems.

The platform shall include integrated tools capable of performing both automated and manual income verification in strict compliance with federal and Department eligibility rules. The Contractor shall ensure that the system supports secure document upload, review workflows, cross-checks against verification data sources, and data sources, and the capture of determinations in auditable form. The income verification module shall maintain an immutable record of the verification performed, including reviewer actions, timestamps, and decision rationales. The Contractor shall maintain high standards of accuracy and shall promptly correct any deficiencies identified by the Department.

4.5 Point-Of-Sale (POS) and Rebate Processing Capabilities.

The Contractor shall ensure that the software platform includes a fully integrated and automated rebate processing engine capable of supporting POS transactions, pre-qualifications, real-time eligibility determinations, coupon generation, reimbursement workflows, and reconciliation functions. The system shall integrate seamlessly with U.S. DOE Rebate Tracking Systems, including the Pacific Northwest National Laboratory (PNNL) API, and shall issue all eligible rebates or coupons within timelines prescribed by the Department or U.S. DOE. The Contractor shall maintain system accuracy, ensuring fraud prevention measures are active, and guarantee secure transaction handling consistent with applicable financial integrity requirements.

4.6 Data Exchange and Integration Requirements.

The Contractor shall ensure that the platform supports secure and reliable data exchange with the Department systems, U.S. DOE systems, income verification vendors, retailers, installers, and any other systems designated by the Department. All integrations shall utilize secure APIs, encrypted transport mechanisms, and industry-standard authentication protocols. The Contractor shall be responsible for designing, implementing, testing, and maintaining all integrations, including updates required by external system changes. The Contractor shall ensure uninterrupted data interoperability throughout the Contract term.

4.7 Quality Assurance and Inspection Module Requirements.

The Contractor shall provide a quality assurance and inspection module capable of scheduling, tracking, and documenting post-installation inspections, including the capture of geotagged photograph, field notes, checklists, and inspection outcomes. The system shall support compliance audits, corrective action workflows, and escalation protocols for noncompliant installations. Inspection records shall be fully reportable and auditable. The Contractor shall

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ensure that the module aligns with all quality assurance requirements set forth in U.S. DOE's Data & Tools Requirements Guide.

4.8 Data Residency, Security, and Privacy Requirements.

The Contractor shall ensure that all data stored, processed, transmitted, or otherwise handled by the platform remains exclusively within the Continental United States. Under no circumstances shall The Contractor permit data to reduce outside U.S. jurisdiction. The platform shall comply with all applicable State and federal privacy and security requirements, including NIST-aligned cybersecurity standards, encryption of data at rest and in transit, audit logging, role-based access controls, and intrusion detection. The Contractor shall maintain the integrity, confidentiality, and availability of all Program Data and shall immediately notify the Department of any suspected or actual security breach.

4.9 Reporting and Analytics Capabilities.

The platform shall include robust reporting and analytics capabilities capable of producing all federal and State mandated reports, including recurring, ad hoc, and compliance-driven reporting. The Contractor shall ensure that all reporting outputs are accurate, timely, and reflective of program performance, equity metrics, financial status, inspection results, and other data points required by the Department or U.S. DOE. The Contractor shall modify or expand reporting capabilities upon the Departments request, without unreasonable delay.

4.10 System Hosting, Maintenance, and Continuity.

The Contractor shall host the platform in secure, U.S. based data centers that meet or exceed industry standards for redundancy, uptime, and physical and network security. The Contractor shall perform routine maintenance, apply security patches, implement feature enhancements, and ensure platform continuity with no material disruption to program operations. The Contractor shall maintain a comprehensive disaster recovery and business continuity plan and shall ensure rapid system restoration in the event of an outage or failure.

4.11 General Data Protection Obligations.

The Contractor shall protect all data collected, processed, stored, transmitted, or otherwise handled under this Agreement in strict accordance with applicable federal and State privacy laws, U.S. DOE program rules, and industry-recognized security standards. The Contractor shall implement and maintain administrative, physical, and technical safeguards sufficient to preserve the confidentiality, integrity, and availability of all Program Data. For the purpose of this Agreement, "Program Data" includes all applicant information, income verification documents, rebate-eligibility data, installation data, inspection records, financial transaction data, and any derivative datasets created through system operations. The Contractor shall bear exclusive responsibility for the secure handling and stewardship of all Program Data under its control.

4.12 Data Residency Requirements.

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The Contractor shall ensure that all Program Data is stored, processed, transmitted, back up, replicated, and hosted exclusively within the Continental United States. Under no circumstances shall The Contractor transfer, process, mirror, or allow access to Program Data outside U.S. borders. This restriction applies to primary environments, secondary environments, disaster recovery environments, contact delivery networks, cloud service providers, subcontractors, and any other infrastructure or service used to support the HEAR Program. The Department shall consider any breach of this provision to constitute a material violation of this Agreement.

Compliance with NIST-Aligned Security Standards. The Contractor shall implement and maintain a cybersecurity framework aligned with Nation Institute of Standards and Technology (NIST) Special Publications and applicable U.S. DOE requirements, including by not limited to:

- a) NIST SP 800-53 (Security and Privacy Controls)
- b) NIST SP 800-171 (Controlled Unclassified Information)
- c) NIST SP 800-63 (Digital Identity Guidelines)

The Contractor security controls shall address, at a minimum, access controls, audit and accountability, configuration management, identification and authentication, incident response, media protection, physical security, system integrity, and vulnerability management. The Contractor shall provide documentation of its security posture upon request by the Department, including policies, procedures, diagrams, certifications, and third-party audit reports.

4.13 Access Control and Authentication Requirements.

The Contractor shall implement strict access control measure that ensure access to Program Data and system functions is limited solely to individuals requiring such access for authorized Program purposes. The system shall support robust role-based access controls, multi-factor authentication for administrative users, session timeout protections, and password parameters consistent with NIST digital identity standards. The Contractor shall ensure that all user roles permissions, and privileges are documented, monitored, and reviewed periodically. Unauthorized access attempts—successful or unsuccessful—shall be logged, investigated, and reported to the Department accordance with Section: Incident Detection, Reporting, and Response Requirements.

4.14 Encryption and Secure Transmission Requirements.

The Contractor shall encrypt all Program Data at rest and in transit using cryptographic standards no weaker than AES-256 for data at rest and TLS 1.2 or higher for data in transit. Encryption keys shall be managed using secure, industry recognized key management practices, and access to encryption keys shall be limited strictly to authorized system processes and designated security personnel. The Contractor shall ensure that all data transmissions—including API calls, data exports, system integrations, and user interactions—are conducted through secure, encrypted channels.

4.15 Logging, Monitoring, and Auditability.

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The Contractor shall implement comprehensive audit logging and continuous monitoring capabilities sufficient to track system activities, user actions, administrative changes, authentication events, data access, and system integrations. Logs shall be immutable, tamper-evident, and retained in accordance with the Department recordkeeping requirements. The Contractor shall monitor logs for anomalies, potential compromise indicators, and unauthorized activity, and shall maintain the capacity to generate full audit reports upon request by the Department or U.S. DOE. Logging deficiencies identified by the Department shall be remediated without delay.

4.16 Vulnerability Management and System Hardening.

The Contractor shall maintain a structured vulnerability management program, including routine vulnerability scanning, penetration testing, patch management, and configuration hardening. High-severity vulnerabilities shall be remediated immediately upon identification, and medium-severity vulnerabilities shall be addressed within timeframes acceptable to the Department. The Contractor shall maintain documentation of all vulnerability assessments and shall provide such documentation to the State upon request. System components shall be hardened to minimize attack surface and reduce exploitability.

4.17 Incident Detection, Reporting, and Response Requirements.

The Contractor shall maintain a comprehensive incident response plan capable of identifying, containing, eradicating, and recovering from cybersecurity incidents, including but not limited to data breaches, unauthorized access, malware infections, system intrusions, and integrity failures. The Contractor shall notify the Department in writing of any suspected or confirmed incident involving Program Data or system integrity 24 hours of detection. Such notification shall include, at a minimum, a description of the incident, affected systems, data impacted, timeline of discovery, remedial actions undertaken, and any anticipated follow-up measures. The Contractor shall cooperate fully with the State's inquiries, directives, and investigations relating to any incident.

4.18 Business Continuity and Disaster Recovery Requirements.

The Contractor shall maintain, test, and update a comprehensive business continuity plan and disaster recovery plan capable of restoring system functionality and Program Data within timelines acceptable to the State. The Contractor shall ensure that redundant hosting, failover capabilities, and backup processes are fully implemented and tested annually at minimum. Backups shall be encrypted, stored within the Continental United States, and recoverable without data loss beyond State-approved parameters. Any failure to maintain continuity capabilities shall constitute a breach of this Agreement.

**4.19 Compliance Requirements. Agency Compliance Documents are identified in Exhibit G:
Attachment 2**

34. ACTIVITY, DELIVERABLE, AND MILESTONE

5.1 General Deliverable Requirements.

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The Contractor shall produce, deliver, and maintain all deliverables required under this Agreement in accordance with the formats, standards, quality expectations, and timelines established herein or subsequently required by the Department. All deliverables shall be complete, accurate, professionally prepared, and suitable for their intended use. No deliverable shall be deemed accepted until the Department issues written approval. The Department may reject any deliverable that fails to meet required standards and may require The Contractor to revise and resubmit such deliverable at no additional cost to the Department.

5.2 Deliverable Acceptance Process.

For each deliverable submitted, the Department shall conduct a review to determine whether the deliverable complies with contractual requirements. If deficiencies are identified, The Contractor shall correct such deficiencies and resubmit the deliverable within a timeframe specified by the Department. Failure to resubmit an acceptable deliverable in a timely manner may constitute a material breach. Deliverable acceptance shall not limit the Department's right to require further corrections if issues emerge at a later date.

5.3 Implementation Phase Deliverables.

The Contractor shall provide all implementation-phase deliverables necessary to support system configuration, deployment, and program launch. Such deliverables include, but are not limited to:

- a) Comprehensive Implementation Plan (including milestones, schedules, and resource assignments);
- b) System Configuration Documentation;
- c) Data Migration Plan and Validation Reports;
- d) Testing Plans (Functional, Integration, UAT);
- e) Test Scripts, Test Data, and Test Result Reports;
- f) Training Plans, Training Materials, and Training Completion Reports;
- g) Pilot Deployment Results and Evaluations;
- h) Go-Live Readiness Checklist and Certification.

These deliverables shall be provided according to timelines approved by the Department.

5.4 Technical Documentation Deliverables.

The Contractor shall provide all technical documentation necessary for the Department to understand, monitor, and evaluate system operations, including:

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- a) System architecture diagrams;
- b) Data flow diagrams;
- c) API documentation;
- d) Security architecture and control documentation;
- e) User role and permission matrices;
- f) Maintenance and upgrade procedures;
- g) Disaster recovery and business continuity documentation;
- h) System administration manuals.

Documentation shall be updated upon any system change, enhancement, or configuration update.

5.6 Reporting Deliverables.

The Contractor shall deliver all recurring, ad hoc, and U.S. DOE-required reports. Reporting deliverables include, but are not limited to:

- a) Weekly, biweekly, monthly, quarterly, and annual program reports;
- b) Rural community Inspection and QA reports;
- c) Call center and consumer support performance reports;
- d) Financial reconciliation reports;
- e) Installer oversight and compliance reports;
- f) Fraud, waste, and abuse detection and investigation summaries.

Each reporting deliverable shall include full documentation of methodology, data sources, calculations, assumptions, and findings.

5.7 Operational Deliverables.

The Contractor shall produce ongoing operational deliverables essential for the administration of the HEAR Program, including:

- a) Updated outreach materials and communication templates;

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- b) Updated training materials as program rules evolve;
- c) Updated SOPs (Standard Operating Procedures);
- d) Call center QA evaluation reports and staffing plans;
- e) Help desk metrics, escalation logs, and resolution summaries;
- f) Updated installer directories, compliance status lists, and incentive summaries;
- g) Corrective action plans for operational deficiencies.

All operational deliverables shall be provided in the format and timeline specified by the Department.

5.8 Quality Assurance and Inspection Deliverables.

The Contractor shall provide all deliverables necessary to demonstrate compliance with inspection, QA, and installer oversight obligations, including:

- a) Monthly inspection sampling and completion reports;
- b) Pass/fail analysis reports;
- c) Installer performance dashboards;
- d) Documentation of corrective actions taken;
- e) Re-inspection findings;
- f) Annual QA program evaluation.

These deliverables shall allow the Department to assess program integrity and compliance with U.S. DOE guidance.

5.9 Outreach and Community Engagement Deliverables.

The Contractor shall provide the Department with all deliverables related to outreach and community engagement, including:

- a) Outreach strategy documents;
- b) Event plans, agendas, and post-event summaries;
- c) Community partner engagement logs;

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- d) Translated materials and accessibility versions;
- e) Monthly outreach performance dashboards;
- f) Digital content updates for Department approval.

All outreach deliverables must align with Department messaging and branding requirements.

5.10 Service Level Agreement (SLA) Deliverables and Performance Reports.

The Contractor shall track, measure, and report on all SLA metrics, including:

- a) Call response times and resolution rates;
- b) Help desk ticket performance;
- c) System uptime and availability;
- d) Inspection turnaround times;
- e) Consumer satisfaction metrics;
- f) Issue escalation and closure rates.

SLAs shall be continuously monitored, and The Contractor shall develop written mitigation plans for any missed SLA targets. Persistent SLA failures may trigger contractual remedies.

5.11 Transition and Program Closeout Deliverables.

Upon contract expiration, termination, or transition to a successor entity, The Contractor shall provide comprehensive closeout deliverables, including:

- a) Final program reports;
- b) Complete data sets in Department-approved formats;
- c) Documentation of system configuration and workflows;
- d) Training materials and reference guides for successor operations;
- e) Updated QA records and inspection archives;
- f) Final financial reconciliation;
- g) A transition plan enabling uninterrupted program continuation.

All closeout deliverables shall be provided at no additional cost to the Department.

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5.12 Preliminary Workplan Structure.

| Phase/ Week | Task | Dependencies | Milestone/ Deliverables |
|----------------|---|--|--|
| Week 1 | Project kickoff, team formation, charter approval | Contract signing | Kickoff meeting, project charter, communication plan |
| Week 1-2 | Business & Technical Requirements workshops | Kickoff complete | Validated requirements matrix |
| Week 3-4 | System design (functional & technical) | Requirements finalized | Design document, system architecture |
| Week 3-6 | Solution build/configuration (core portal, workflows, roles) | Design approved (iterative) | Configured Energy Saver Portal in staging |
| Week 4-6 | Integration & data mapping (U.S. DOE, utilities, income verification) | Design in place for interfaces | Data mapping plan, API integration plan |
| Week 5-7 | User documentation & training material development | Design finalized | Draft admin/user manuals, help content, quick -start guides |
| Week 6-8 | Internal testing (unit, integration, security, performance) | Build substantially complete | Test plan, executed test cases, resolved critical defects |
| Week 8-9 | Joint testing / User Acceptance Testing (UAT) | Internal testing complete, integrations stable | UAT report, defect log, UAT approval |
| Week 8-10 | Training sessions (admin and key users; live or virtual) | Docs near -final, UAT ≥50% complete | Training completion logs, trained State “super users” |
| Week 9-10 | Final system review & security/privacy checks | UAT pass or near -pas | Security/privacy review memo, risk register with mitigations |
| Week 10-12 | Go -live preparation & data migration | Security cleared, UAT signed | Final cutover plan, migrated data validation checklist |

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| | | | |
|------------|--|--------------------------------------|---|
| Week 13 | System go -live (Energy Saver Portal) | Cutover plan approved, data migrated | Go -live confirmation, support runbook activated |
| Week 13-16 | Hypercare, monitoring, issue resolution | System live | Hypercare issue log, resolutions, weekly status summaries |
| Week 17-18 | Final reporting / document handover / transition to steady State | All tasks closed | Accepted documentation set, final closeout report |

Please see Exhibit C, 10 Activities/Deliverables/ Milestone Pricing.

5.13 Planning and Project Management

| Deliverable # | Deliverable Name | Deliverable Method | JCN Capability |
|---------------|--|--------------------|---|
| 1 | Project Kickoff Meeting | Non-software | Yes- Proven kickoff process |
| 2 | Work Plan | Written | Yes-Detailed work Plans deployed |
| 3 | Project Status Reports | Written | Yes- weekly and monthly reporting |
| 4 | Infrastructure Plan (Desktop & Network Config) | Written | Yes- Cloud-based architecture |
| 5 | Security Plan | Written | Yes- NIST-aligned security protocols |
| 6 | Communications & Change Management Plan | Written | Yes- multi-channel communication strategy |
| 7 | Software Configuration Plan | Written | Yes- Configurable portal platform |
| 8 | Systems Interface Plan & Design/ Capability | Written | Yes-API and data exchange experience |

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| | | | |
|----|---|--------------|---|
| 9 | Testing Plan | Written | Yes- Comprehensive testing protocols |
| 10 | Data Conversion Methodology | Written | Yes- Data migration protocols established |
| 11 | Deployment Plan | Written | Yes- Phased rollout experiences |
| 12 | Comprehensive Training Plan and Curriculum | Written | Yes- BPI/ IREC accredited training |
| 13 | End User Support Plan | Written | Yes- Multi-tier support structure |
| 14 | Business Continuity Plan | Written | Yes-Redundancy and backup systems |
| 15 | Documentation of Operational Procedures | Written | Yes- Comprehensive documentation library |
| 16 | Provide Software Licenses if needed | Software | Yes- SaaS model (no separate licenses) |
| 17 | Provide Fully Tested Data Conversion Software | Software | Yes- ETL tools and validation scripts |
| 18 | Software installed, configured, operational to satisfy State requirements | Software | Yes- Operational portal in 7 States |
| 19 | Conduct Integration Testing | Non-Software | Yes-interface validation protocols |
| 20 | Conduct User Acceptance Testing | Non-Software | Yes-Structured UAT process |
| 21 | Perform Production Tests | Non-Software | Yes- Production monitoring |

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| | | | |
|----|---|--------------|--|
| 22 | Test In-Bound and Out-Bound Interfaces | Software | Yes-Comprehensive interface testing |
| 23 | Conduct System Performance (Load/Stress) Testing | Non-Software | Yes- Scalability validation |
| 24 | Certification of 3 rd Party Pen Testing & Vulnerability Scanning | Non-Software | Yes-Independent security validation |
| 25 | Provide Tools for Backup & Recovery of Applications & Data | Software | Yes- Automated backup systems |
| 26 | Conduct Training | Non-Software | Yes- Comprehensive training infrastructure |
| 27 | Plan for Data Integration | Non-Software | Yes- API integration framework |
| 28 | Provide Documentation | Written | Yes-Complete documentation suite |
| 29 | Execute Security Plan | Non-Software | Yes- Security plan implementation |
| 30 | Ongoing Hosting Support | Non-Software | Yes- 24/7 hosting operations |
| 31 | Ongoing Support & Maintenance | Software | Yes- Continuous improvement model |
| 32 | Conduct Project Exit Meeting | Non-Software | Yes- Structured closeout process |

5.14 The Contractor shall perform the following activities and fulfill the corresponding requirements in accordance with all applicable federal and State regulations, the Inflation Reduction Act Section 50122, and the U.S. DOE guidance for the Home Electrification and Appliance Rebate Program. Contractor represents and warrants that it possesses the capacity, systems, personnel, and expertise to perform each obligation as described herein.

| Activity/ Requirements | Contractor Commitment/ Capability |
|------------------------|-----------------------------------|
|------------------------|-----------------------------------|

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| Adherence to Program Regulations | The Contractor shall comply with all requirements of IRA Section 50122, the Home Electrification and Appliance Rebate Program, including 2 CFR 200 as supplemented by 2 CFR 910, all federal, State, and local regulations, policies, and guidance. |
| Income Verification Program | The Contractor shall implement and monitor all income verification procedures, including both automated and manual verification pathways, consistent with program rules and eligibility criteria. |
| Educational Materials and Outreach | The Contractor shall establish and maintain partnerships with community-based organizations and leverage existing delivery channels to facilitate program participation. |
| Rural community Incentive Program | The Contractor shall establish or use leverage methods to incentivize serving rural households and ensure equitable distribution of program benefits. The Contractor will adhere to a performance-based incentive structure for contractor incentives. |
| Electronic Rebate Processing System | The Contractor shall operate an electronic rebate processing system fully integrated with U.S. DOE Rebate Tracking Systems, capable of issuing coupons or rebates within thirty calendar days of approval. |
| Federal Rebate Notification | The Contractor shall ensure system-enforced notification to homeowners and building owners indicating that rebates cannot be combined with other federal grants. The Contractor will maintain automated notification protocols. |
| Streamlined Single-Family/ Multifamily Rebate Process | The Contractor shall develop and operate a unified application portal with distinct pathways for single-family and multifamily households, facilitating streamlined processing |
| Point-of-Sale Transaction Process | The Contractor shall implement and manage and manage point-of-sale transaction process for rebates including |

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| | secure reimbursement to participating retail outlets. |
| Post- Installation Inspections | The Contractor shall perform or subcontract-post installation inspection in accordance with DOE Data & Tools Requirements Guides, including collection of geotagged evidence and quality assurance data. |
| Federal Outreach Support | The Contractor shall support federal outreach, education, and community engagement efforts as directed by U.S. DOE and the Department. |
| Communication and Marketing Strategy | The Contractor shall implement communications, marketing, and outreach strategies aligned with program objectives, ensuring participant awareness and engagement. |
| Consumer Protection Coordination | The Contractor shall coordinate with qualified service providers to ensure compliance with consumer protection practices and maintain multi-layer quality assurance. |
| Program Compliance Assurance | The Contractor shall ensure all program measures, work orders, installations, and quality controls comply with HEAR regulations, building codes, and U.S. DOE requirements. |
| Project Manager Meetings | The Contractor shall meet regularly with the Department’s Project Manager to coordinate program activities, address issues, and provide updates. |
| Weekly Reporting | The Contractor shall submit weekly reports to the Department, as required by DEO for audits and program oversight. |
| User Interface Development | The Contractor shall develop or leverage user interfaces and applicant-facing systems that facilitate application submission, eligibility verification, and program navigation. |
| Data Reporting and Analysis | The Contractor shall perform all data reporting and analysis required under the contract, ensuring compliance with U.S. DOE standards. |
| Consumer Satisfaction Surveys | The Contractor shall conduct surveys of program participants to assess program effectiveness and satisfaction, using |

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| | findings to inform program improvements. |
| Low-Cost Financing (Braiding) | The Contractor shall leverage existing utility and financing programs to offer low-cost financing through braiding, stacking, bundling incentives with program rebates. |
| Technical Assistance to DACs | The Contractor shall provide technical assistance focused on serving rural households, ensuring equity-centered program delivery |
| Marketing and Education Development | The Contractor shall leverage established communication channels and community partnerships to develop and implement marketing and educational initiatives for program participants. |

6. DELIVERABLE REVIEW AND ACCEPTANCE

6.1 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 (5) 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 (5) days, then the State shall be entitled to an extension of up to an additional ten (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 (5) 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 (5) 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 (5) 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

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continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and or pursue its remedies at law and in equity.

6.2 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.

6.3 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 (3) 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 (3) at a time without the authorization of the State.

6.4 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.

7. 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 (5) 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 Contract 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 (5) business days. The State Agency, as well as the Department of Information Technology, must review and approve all Change order 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 order resulting in an increase of Price Limitation, an extension of time for Contract completion or a significant change to the scope of the Contract 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.

8. IMPLEMENTATION SERVICES

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

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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.

9. Project Management.

9.1 Project Management Outline.

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 Contract.

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 under the Contract. 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 contract 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 1 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 Contract Agreement.

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

9.2 The Contractor Key Project Staff.

The Contractor's Contract Manager

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

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Jeff Haag
775-230-6790
jeff@goverblue.com

The Contractor's Project Manager

Contractor shall assign a Project Manager who is qualified to perform or supervise the Contractor's obligations under this Agreement. Contractor's Project Manager is:

Ward Lenz
919-210-8315
ward@goverblue.com

Contractor's selection of the Project Manager 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 resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within Select # of hours 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.

9.3 Change of Project Manager.

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

The Contractor's Additional Key Project Staff

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

Ward Lenz
Project Manager

Jerome Burke
Program Director

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Sid Bergstresser

CTO

Lucas Yanetsko

IT Product Manager

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.

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

Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, 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 Contract or if the State is dissatisfied with Contractor's replacement of the Project Manager and/or Key Project Staff.

35. The State Key Project Staff

The State Contract Manager

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

Tyler Minnich
(603)271-2442
tyler.o.minnich@energy.nh.gov

The State Project Manager

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

Tyler Minnich
(603)271-2442
tyler.o.minnich@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.

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- c) Managing significant issues and risks.
- d) Reviewing and accepting Contract Deliverables.
- e) Invoice sign-offs.
- f) Review and approval of Change order.
- g) Managing stakeholders' concerns.

10. Work Plan

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within seven (7) 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.

The Contractor shall perform all services required under this Agreement in accordance with the Work Plan set forth in this Section. The Work Plan reflects the mutually agreed-upon sequence of activities, milestones, deliverables, and timelines necessary for the successful design, development, implementation, and operation of the HEAR Program administration platform and associated services. The Work Plan shall serve as the governing schedule for the Contractor's performance unless modified by written agreement of the Department.

11.1 The Work Plan shall include, at a minimum:

11.1.1 Project Initiation and Planning

The Contractor shall conduct a project kickoff meeting with the Department to confirm roles, responsibilities, schedules, communication protocols, and project governance. The Contractor shall prepare a refined Project Management Plan, including a communication plan, risk management plan, staffing plan, and milestone schedule. This plan shall be submitted to the Department within thirty (30) days of the Effective Date and updated as required throughout the term of the Agreement.

11.1.2 Requirements Validation and System Design

The Contractor shall validate all business, functional, technical, security, and reporting requirements with the Department and shall prepare system and process design documentation. This phase shall include confirmation of workflows for rebate processing, income verification, POS integrations, contractor enrollment, inspections, and data

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exchange with federal systems. Draft design documentation shall be submitted for Department review and approval.

11.1.3 System Configuration, Development, and Integration

The Contractor shall configure, customize, and develop the HEAR Program system modules and associated tools according to the approved design documentation. This shall include integration with the U.S. DOE tracking system, income verification services, POS retailers, call center platforms, documentation upload capabilities, reporting tools, and any other required systems.

11.1.4 Testing and Quality Assurance

The Contractor shall perform all testing activities described in the Acceptance & Testing Services section, including system testing, user acceptance testing, security testing, load testing, and integration testing. Testing shall be completed in accordance with the Department-approved Test Plan.

11.1.5 Training and Knowledge Transfer

The Contractor shall provide training to Department staff, community organizations, retailers, contractors, and other stakeholders as required. Training shall include system usage, program rules, customer support procedures, reporting tools, and administrative functions. All training materials must be approved by the Department.

11.1.6 Deployment and “Go-Live” Activities

Upon successful completion and acceptance of all testing, The Contractor shall execute a Department-approved deployment plan, migrate configuration settings into production, conduct final system verification, and support the Department during initial launch.

11.1.7 Ongoing Operations, Support, and Enhancements

Following deployment, The Contractor shall provide operations and maintenance services, system enhancements, call center operations, POS support, reporting, inspections coordination, and all other activities necessary for full program administration.

11.1.8 Continuous Improvement and Performance Monitoring

The Contractor shall regularly evaluate system performance, service delivery, and program outcomes; propose enhancements; and implement corrective actions as required by the Department.

36. ACCEPTANCE & TESTING SERVICES

The Contractor shall perform all testing required to demonstrate that the system, processes, integrations, and operational functions meet the requirements of this Agreement. The Department shall not accept any deliverable or authorize production deployment until all acceptance criteria have been satisfied.

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12.1 Test Plan Development.

Within thirty (30) days of the Effective Date, The Contractor shall prepare and submit a comprehensive Test Plan describing all testing processes, including system testing, integration testing, user acceptance testing (UAT), regression testing, performance testing, load/stress testing, and security testing. The Test Plan must define roles and responsibilities, test environments, data sets, entry and exit criteria, test case documentation, and defect tracking procedures. The Test Plan must be approved by the Department before testing begins.

12.2 System and Integration Testing.

The Contractor shall conduct system-wide tests to verify that all components function as intended, including eligibility workflows, income verification pathways, rebate issuance logic, POS integrations, API interactions, report generation, and data exchange with U.S. DOE systems. All defects identified during testing shall be documented, remediated, and retested before advancing to UAT.

12.3 User Acceptance Testing (UAT).

The Department shall conduct UAT with support from The Contractor. The Contractor shall prepare user-ready test scripts, provide test data, facilitate walkthroughs, and ensure system readiness. The Department shall be the sole entity authorized to determine whether UAT has been successfully completed. No deployment may occur unless and until the Department issues written UAT acceptance.

12.4 Security and Vulnerability Testing.

The Contractor shall conduct security testing, including vulnerability scanning, penetration testing, and validation of NIST-compliant controls. Testing must confirm proper encryption, access controls, audit logging, incident alerting, and data protection measures. Findings shall be remediated prior to acceptance.

12.5 Performance and Load Testing.

The Contractor shall conduct performance testing to validate that the system can support expected transaction volumes, concurrent users, POS real-time verification loads, upload speeds, and reporting demands. Testing shall confirm system responsiveness meets contractual SLAs.

12.6 Acceptance Criteria.

A deliverable or system component shall be accepted only when the Department confirms in writing that:

- a) All contractual requirements for the deliverable have been met;
- b) All testing has been completed in accordance with the approved Test Plan;
- c) All critical and high-severity defects have been resolved; and

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- d) No medium or low-severity defects remain that materially impact functionality or compliance.

12.7 Remediation and Retesting.

If the Department determines that a deliverable or system component does not meet acceptance criteria, The Contractor shall correct all deficiencies at no additional cost and resubmit the deliverable for testing and acceptance. The Department's rejection of any deliverable shall not relieve The Contractor of its obligations under this Agreement.

12.8 Final Acceptance.

Final system acceptance shall occur only upon successful completion of UAT, resolution of all outstanding defects, and written confirmation by the Department. No payments tied to deployment or milestone completion shall be due until final acceptance is issued.

11. MAINTENANCE, OPERATIONS AND SUPPORT

13.1 System Maintenance

The Contractor shall maintain and support the System in all material respects as described in the Contract, through the Contract 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.

11.2 System Support

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

As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:

- a. Class A Deficiencies – The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, 8:00 AM to 8 PM five (5) days a week with an email / telephone response within four (4) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within twenty four (24) business hours of a request;
- b. Class B & C Deficiencies – The State shall notify the Contractor of such Deficiencies during regular Business Hours and the Contractor shall respond back within twenty-four (24) hours of notification of planned corrective action.

11.3 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 Contract.

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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:

- a) Nature of the Deficiency.
- b) Status of the Deficiency.
- c) Action plans, dates, and times.
- d) Expected and actual completion time.
- e) Deficiency resolution information.
- f) Resolved by.
- g) Identifying number i.e. work order number.
- h) 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:

- a) mean time between Reported Deficiencies with the Software.
- b) diagnosis of the root cause of the problem.
- c) 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 ninety (90) days of notification to the Contractor of the State’s refund request.

11.4 Contract Warranties and Representations

13.4.1 System

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

13.4.2 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 Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and terms of the Contract.

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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.

13.4.3 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.

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

12. DATA PROTECTION

14.1 Safeguards

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:

- a) 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.
- b) All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access.

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Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.

- c) 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 contract.
- d) 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.
- e) The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

14.2 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 contract, 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 contract.

14.3 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.

- a) 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 Contract. 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 contract.
- b) 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.
- c) 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

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State identified contact and (2) take commercially reasonable and consistent with industry best practices measures to address the data breach in a timely manner.

14.4 Breach Responsibilities

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.

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.

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

Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract 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.
- e) complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability.

13. SOFTWARE AGREEMENT

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

14. ADMINISTRATIVE SERVICES

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

37. TRAINING

17.1 The Contractor shall provide the following Training Services:

The Contractor shall provide a comprehensive, role-based training and support program designed to ensure rapid, effective and sustained onboarding of all user groups, including but not limited to Department administrators, contractors, retailers, call center staff, applicants, and other authorized stakeholders.

Training shall be delivered using a blend of learning model that accommodates diverse learning styles, geographic distribution, and operational constraints, and shall include both live and self-directed options.

Training Delivery Modalities. The Contractor shall provide, at a minimum, the following training formats:

- a) In-person group workshops. Instructor-led training sessions conducted at Department designated or client facilities. These sessions are intended for cohorts of administrators, program staff, and designated “super users” and shall include hands-on exercise and facilitate discussion.
- b) Live Virtual Webinars. Scheduled interactive online training sessions with real-time questions-and-answer components, suitable for Statewide participation and users with limited travel availability.
- c) One-on-One Training Sessions. Personalized training delivered via secure screen-sharing or onsite, as appropriate, to address role-specific workflows, advanced use cases, or remediation needs.
- d) Online, On-Demand Courses. A modular, self-paced curriculum consists of recorded demonstrations, step-by-step instructional content, and knowledge checks to support just-in-time learning and refresher training.
- e) Supplemental Training Resources. Comprehensive user manuals, FAQs, workflow diagrams, and short-form video tutorials accessible through the platform’s secure help portal.

Training schedules shall be coordinated with the Department and aligned to program milestones, system releases, and material enhancements. Refresher sessions and office hours shall be provided on an ongoing basis to address evolving program requirements.

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Core Training Curriculum. Training content shall be tailored by user role and shall include, at a minimum, instruction on the following topics, as applicable:

- a) System navigation and dashboard configuration
- b) Application intake and processing workflows
- c) Secure document upload, retrieval, and eligibility verification
- d) Status tracking, notifications, and user communications
- e) Reporting, analytics, audit trails, and U.S. DOE required exports
- f) User support tools and access to help documentation
- g) Data security, privacy requirements, and best practices
- h) Troubleshooting procedures and issue escalation pathways

Training Methodology and Quality Assurance. The Contractor shall employ industry- recognized adult learning best practices, including:

- a) Active participation and guided demonstrations
- b) Scenario-based and role-specific exercise
- c) Incremental, task-oriented instruction
- d) Real-world use cases aligned with program operations.

Training sessions shall be role-based and segmented for applicants, contractors, administrators, Department Staff, and IT personnel to ensure relevance and efficiency.

The Contractor shall implement formal feedback mechanisms to collect participant input following each training session. Feedback shall be reviewed and incorporated into future training materials and delivery methods.

17.2 Training Completion and Certification.

At the Departments discretion, The Contractor shall provide knowledge assessments and completion certificates to document user proficiency. Training completion records shall be maintained in an auditable format and made available to the Department upon request.

17.3 Contractor-Specific Training for Rebate Program Participation.

The Contractor shall provide targeted training to support contractor participation in rebate programs, including HEAR and other applicable initiatives.

Contractor training shall include, at a minimum:

- a) Rebate eligibility criteria and program requirements
- b) Measure installation and verification standards

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- c) Data submission, documentation, and quality control protocols
- d) Customer engagement and consumer protection standards

Contractors shall be required to complete designated core training modules prior to being activated in the system and permitted to submit projects. Training completion status shall be enforced through system controls.

17.4 Third-Party Training Verification and Compliance Monitoring.

The Contractor shall track, validate, and maintain records of all contractors and retailer training completions within the system in a manner that is auditable and reportable.

This shall include:

- a) Verification of credentials and certificates issued by The Contractor or approved third-party training providers prior to contractor activation.
- b) Automated monitoring of credential expiration dates with system-generated reminders.
- c) Support for third-party audits, including random sampling of coursework completion and participant proficiency, when required by the Department.

17.5 Qualified Contractor Network Development and Continuing Education.

The Contractor shall support the development, maintenance, and periodic audit of qualified, closed contractor, and retailers network.

Services shall include:

- a) Review and validate of industry-recognized certifications.
- b) Alignment of contractor qualifications with program requirements
- c) Delivery of continuing education and refresher training in coordination with trade associations, community colleges, and other approved partners.
- d) Periodic updates addressing new technologies, measures, program changes, and U.S. DOE guidance.

17.6 Documentation Resources.

The Contractor shall provide a complete, multi-format documentation suite to support onboarding, daily operations, and advanced use of the system. Documentation shall be current, searchable, and aligned with each platform release.

Documents shall include, at a minimum:

- a) Context-Sensitive Help Screens embedded within the application.
- b) Online User Manuals covering navigation, workflows, reporting, troubleshooting, and FAQs.

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- c) Printable PDF Guides, including quick-start materials and detailed walkthroughs.
- d) Knowledge Base with indexed articles, best practices, and interactive tutorials.
- e) Video Tutorials for basic and advanced procedures.
- f) Workflow Diagrams and infographics illustrating key processes and data flows.

Standard documentation for core system functionality shall be available at project onboarding. Documentation for Department-specific configurations or custom features shall be drafted, reviewed, and finalized within two to four weeks following final configurations approval. Draft materials shall be provided during User Acceptance Testing, with final versions delivered at go-live and updated post-launch as needed.

17.7 Access Controls. Documentation access shall be governed as follows:

- a) General documentation shall be available to all authorized platform users on a read-only bases.
- b) Administrative and technical documentation shall be restricted to approved roles.
- c) Printable materials shall be downloadable by authorized users and distributable for training purposes.

17.8 Support for Department Staff and Implementation Phases.

The Contractor shall provide dedicated training and support for Department Staff throughout implementation, testing, and launch phases.

This shall include:

- a) Customized training on system workflows, testing procedures, and defect reporting.
- b) Onsite and remote support during critical testing periods.
- c) Access to real-time dashboards and reports in non-production environments for training and acceptance testing.

Sandbox environments shall be provided to all Department Staff to conduct training and validation activities without impacting production data. Launch readiness shall be determined based on usage metrics, issue resolution, and Department acceptance of training outcomes and documentation.

17.9 Knowledge Transfer to State Technical Support.

The Contractor shall execute a formal knowledge transfer program to equip State technical staffing with the skills necessary to support ongoing system operations.

This program shall include:

- a) Interactive workshops, webinars, and hands-on labs

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- b) Training on system maintenance, troubleshooting, and day-to-day support functions.
- c) Scenario-based exercise and “train-the-trainer” sessions to build internal Department expertise.
- d) Delivery of technical reference materials and escalation procedures.

Completion of knowledge transfer activities shall be documented and subject to the Department review and acceptance.

17.10 The Contractor shall administer and support the delivery of HEAR Program financial assistance in accordance with the Department direction, applicable with U.S. DOE requirements, and services described in the proposal. Financial assistance activities shall be implemented using Department-approved systems, workflows, and controls and shall be subject to all program eligibility, verification, reporting, and consumer protection requirements.

17.11 The Contractor shall perform financial assistance administration as an ongoing operational function of the Program and shall implement updates, adjustments, or refinements to financial assistance processes as directed by the Department.

The Contractor shall support consumer access to financial assistance through Department-approved intake channels and shall perform eligibility-related support functions, including:

- a) Intake and management of applications and requirements documentation
- b) Automated and manual income and eligibility verification workflows, as directed by the Department
- c) Status tracking and notifications related to financial assistance applications

All intake and eligibility support activities shall be performed in accordance with Department requirements and U.S. DOE guidance.

17.12 Rebate Processing and Tracking.

The Contractor shall support the processing, validation, and tracking of HEAR Program rebates, including:

- a) Point-of-Sale (POS) rebates or coupon-based incentives, where authorized by the Department
- b) Post-installation rebates issued following verification of eligible measures
- c) Validation of documentation, installation completion, and measure eligibility
- d) Tracking of rebate reservations, commitments, and issuance to prevent duplication or improper payments

Rebate processing activities shall be auditable and align with U.S. DOE reporting and reconciliation requirements.

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17.13 The Contractor shall support coordination with participating contractors, retailers, and distributors to facilitate accurate and compliant delivery of financial assistance, including:

- a) System and operational support for contractor and retailer participation in POS and rebate workflows
- b) Enforcement of Department-approved program rules and consumer protection requirements
- c) Integration with quality assurance, inspection, and compliance processes.

17.14 The Contractor shall support the coordination of HEAR Program rebates with other approved incentives and low-cost financing programs, where permitted by U.S. DOE and authorized by the Department. Coordination activities shall be limited to system support, tracking, reporting, and administrative coordination and shall not include loan origination, underwriting, credit determinations, servicing, or the provision of capital.

The Contractor shall configure and maintain system functionality to:

- a) Track the application of HEAR rebates in combination with other approved incentives or financing sources
- b) Prevent duplication of benefits and ensure compliance with federal anti-duplication requirements
- c) Support reporting on braided incentives and combined financial assistance
- d) Implement updates to approved braiding rules or combinations as directed by the Department

All consumer and contractor communications regarding financing options shall be informational only and subject to Department approval.

17.15 Consumer Support and Oversight.

The Contractor shall provide ongoing consumer support related to financial assistance, including:

- a) Responding to inquiries regarding eligibility, application status, and rebate processing
- b) Supporting complaint intake and resolution related to financial assistance determinations
- c) Maintain documentation and records sufficient to support monitoring, audits and oversight.

Financial assistance-related issues shall be handed in accordance with the Issue Escalation and Notification Requirements. Nothing in this Agreement shall be construed to authorize The Contractor to obligate, hold, or disburse State or federal funds except as expressly directed and controlled by the Department.

15. TERMS AND DEFINITIONS

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

16. CONTRACTOR'S CERTIFICATES

Required Contractor Certificates are attached in Exhibit G.

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

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

1. CONTRACT PRICE

Notwithstanding any provision in the Contract 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 Contract 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.

Home Electrification and Appliance Rebate Program Funds

The State agrees to pay over to the Contractor the sum of \$32,410,664.

\$4,611,000 for administration costs including the development, administration, and maintenance of rebate software; and

\$27,799,664 for program rebate and reimbursement costs.

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 Contract. 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 Contract 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 thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

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Invoices shall be sent to:

New Hampshire Department of Energy
Tyler Minnich, Program Manager
21 S. Fruit Street, Suite 10
Concord, NH 03301

5. PAYMENTS

Drawdowns from the total contracted amount will be paid to the Contractor only after written documentation of cash need is submitted to the Department. Disbursement of the contracted amount shall be made in accordance with the procedures established by the State and limited to minimum amounts needed; and be timed to be in accordance with the actual, immediate cash requirements of the Contractor in carrying out the purpose of the program.

The Contractor must make timely payments to subcontractors in accordance with the contract provisions.

Payments shall be made via ACH. [Enroll with the State Treasury for ACH payments.](#)

6. OVERPAYMENTS TO THE CONTRACTOR

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

7. CREDITS

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

8. PROJECT HOLDBACK

The State shall withhold ten percent (10%) of the price for each Deliverable, except Software License fees, as set forth in the Payment Table, until successful conclusion of the Warranty Period.

9. PAYMENT SCHEDULE

9.1 Contract Type

This is a Not to Exceed Contract. The total Contract 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 Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

9.2 General Principles.

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All compensation owed to The Contractor under this Agreement shall be firm, fixed, and all-inclusive, unless expressly Stated otherwise herein. No additional fees, surcharges, administrative costs, overhead, travel expenses, or pass-through charges of any kind shall be payable by the Department except where specifically authorized through a duly executed contract amendment. Payments made pursuant to this Agreement shall be limited solely to work actually performed and deliverables actually completed in accordance with the requirements of this Agreement. The Department shall not be responsible for costs associated with projected work, estimated hours, staffing held in reserve, or any other expenses not directly and demonstrably tied to completed performance.

9.3 Deliverable-Based Compensation.

The Contractor shall be compensated for deliverables only upon the Department's written acceptance of such deliverables. A deliverable shall be considered accepted only when the Department provides written confirmation that the deliverable meets all requirements, standards, and specifications established under this Agreement. Deliverables that do not meet the requisite quality or completeness standards shall be rejected, and The Contractor shall correct and resubmit such deliverables at no additional cost. The Department shall have no obligation to issue partial or progress payments for deliverables that remain incomplete or that fail to satisfy the applicable acceptance criteria.

9.4 Invoicing Requirements.

All invoices submitted by The Contractor shall contain sufficient documentation to substantiate the work for which payment is sought. At a minimum, each invoice shall identify the services performed, the deliverables completed, the personnel who performed the work, the hours actually worked (where hourly billing is authorized), and any supporting documentation required to demonstrate completion and acceptance of the invoiced work. Invoices must reflect only actual work performed and shall not include anticipatory charges or estimated labor. The Department reserves the right to reject any invoice, in whole or in part, that lacks sufficient supporting detail, includes charges for unperformed work, or otherwise fails to comply with the requirements of this Agreement.

9.5 Limitations on Payment and Allowable Costs.

The Department shall reimburse The Contractor only for actual work performed and hours actually worked, as evidenced through complete and accurate documentation accompanying each invoice. Under no circumstances shall the Department be obligated to compensate The Contractor for estimated hours, unexpended labor capacity, overhead or administrative charges not expressly included within the fixed pricing of the Agreement, or any costs incurred by The Contractor in connection with internal staff training, onboarding, or other non-billable internal functions. Submission of any invoice that includes charges for work not performed shall

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constitute a material breach and may result in the withholding of payments or the exercise of other contractual remedies.

9.6 Rebate Payment Advancement and Department Reimbursement.

The Contractor shall be solely responsible for advancing rebate payments to eligible households, contractors, retailers, or point-of-sale entities in accordance with Program requirements and all applicable federal guidance. The Contractor shall bear the responsibility for issuing rebates timely and shall not condition or delay the issuance of rebates based on the timing of reimbursement from the Department. Following the issuance of a rebate, The Contractor shall submit an invoice to the Department seeking reimbursement for that rebate. Each invoice shall include all documentation required to substantiate program eligibility, verification activities, installation documentation, any required inspection results, and proof of payment. Upon receipt of a complete and accurate invoice, the Department shall reimburse The Contractor within thirty (30) calendar days. The Department may deny reimbursement for any rebate that fails to comply with Program rules, lacks sufficient supporting documentation, or is otherwise determined to have been issued in error. The Contractor shall remain financially responsible for any improperly issued rebates and may not impose or attempt to pass through any financing costs, interest, or carrying charges arising from the advancement of rebate funds.

9.7 Hourly Billing Requirements.

Hourly billing shall be permitted only where expressly authorized in writing by the Department. In those limited circumstances where hourly billing is approved, The Contractor shall provide fully itemized timesheets reflecting the actual hours worked by each individual, the tasks performed, and the deliverables supported. No hourly charges shall be reimbursed in the absence of such documentation. Unauthorized hourly work shall not be billable under any circumstances.

9.8 Retainage and Performance Holdbacks.

The Department may, at its discretion, withhold retainage of up to ten percent (10%) from any payment associated with a deliverable until all deliverables within the applicable project phase have been completed and accepted. The Department may increase retainage up to twenty percent (20%) in the event of repeated deficiencies, failure to meet performance expectations, or failure to correct identified issues in a timely manner. Retainage shall be released only upon full satisfaction of all deliverable and performance requirements for the relevant phase.

9.9 Late or Deficient Performance.

In the event that The Contractor fails to meet established deadlines, performance standards, or deliverable acceptance criteria, the Department may withhold payment for the affected deliverables, require the submission of a corrective action plan, suspend work pending remediation, or exercise its termination rights. The Department may impose financial or

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contractual consequences for repeated or material deficiencies, including mandatory re-performance at no cost to the Department, disqualification of personnel, or other remedies consistent with State procurement standards.

9.10 Audit and Financial Oversight.

The Department shall possess full audit rights with respect to all financial records, Program Data, timesheets, rebate payment documentation, subcontractor invoices, system logs, inspection records, and any other documents necessary to verify compliance with this Agreement. The Contractor shall provide access to such records within five (5) business days of the Department's request. Should any audit identify improper charges, unsupported costs, or overpayments, The Contractor shall refund the disallowed amounts within fifteen (15) calendar days. The Department may withhold future payments pending resolution of audit findings.

9.11 Unallowable Costs.

The Contractor shall not invoice the Department for any cost that is not expressly authorized under this Agreement. Unallowable costs include, but are not limited to, interest expenses, financing charges, penalties, legal fees unrelated to contract performance, bonuses or incentive compensation, internal administrative expenses, or any costs associated with correcting The Contractor's own errors or performance deficiencies.

9.12 Payment Timeline and Invoice Disputes.

The Department shall review each invoice and notify The Contractor within ten (10) business days if the invoice is disputed, incomplete, or otherwise deficient. The Contractor shall correct and resubmit any disputed invoice in a timely manner. Where an invoice is not disputed, payment shall be made within thirty (30) calendar days of receipt. If payment is not issued within forty-five (45) days and no dispute has been raised, The Contractor may escalate the matter to the Department's designated Contracting Authority for expedited resolution. No interest, late fees, or other penalties shall accrue unless required by State law.

38. Activities / Deliverables / Milestones Pricing

The Contractor shall complete the activities and deliver the associated milestones listed in the table below. Each milestone shall be payable only upon written acceptance by the Department.

| Item Number | Deliverable | Price |
|--------------------|---------------------------------|--------------|
| 1 | Conduct Project Kickoff Meeting | \$5,000 |
| 2 | Work Plan | \$2,500 |
| 3 | Project Status Reports | \$25,000 |

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| | | |
|----|---|-----------|
| 4 | Infrastructure Plan – including Desktop and Network Configuration | \$7,500 |
| 5 | Security Plan | \$0 |
| 6 | Communications and Change Management Plan | \$25,000 |
| 7 | Software Configuration Plan | \$35,000 |
| 8 | Systems Interface Plan and Design/Capability | \$5,000 |
| 9 | Testing | \$10,000 |
| 10 | Data Conversion Plan and Design | \$7,500 |
| 11 | Deployment Plan | \$10,000 |
| 12 | Comprehensive Training Plan and Curriculum | \$30,000 |
| 13 | End User Support Plan | \$7,500 |
| 14 | Business Continuity Plan | \$2,500 |
| 15 | Documentation of Operation Procedures | \$10,000 |
| 16 | Implementation Plan | \$15,000 |
| 17 | Provide software licenses if needed | \$0 |
| 18 | Provide fully testing data conversation software | \$50,000 |
| 19 | Provide software installed, configured, and operational to satisfy state requirements | \$200,000 |
| 20 | Conduct Integration Testing | \$5,000 |
| 21 | Conduct User Acceptance Testing | \$5,000 |
| 22 | Perform Production Tests | \$5,000 |
| 23 | Test In-bound and Out-Bound Interfaces | \$5,000 |
| 24 | Conduct System Performance (Load/Stress) Testing | \$5,000 |
| 25 | Certification of 3 rd Party Pen testing and Application Vulnerability Scanning | \$5,000 |
| 26 | Converted data loaded into production environment | \$15,000 |
| 27 | Provide tools for backup and recovery of all applications and data | \$15,000 |
| 28 | Conduct Training | \$30,000 |

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| | | |
|----|------------------------------|----------|
| 29 | Cutover to new software | \$10,000 |
| 30 | Provide documentation | \$15,000 |
| 31 | Execute Security Plan | \$3,500 |
| 32 | Conduct Project Exit meeting | \$5,000 |

10. Software License Pricing

| Software Component | Description | Price |
|--|--|-----------|
| EverCert Platform w/ Integrated Income Verification | Enterprise license for Statewide HEAR Program Implementation | \$250,000 |

All license fees are one-time and non-recurring, unless otherwise noted.

11. Software Operations, Maintenance and Support Pricing

The following fees cover ongoing operations of the HEAR Program platform, maintenance, help desk, updates, enhancements, and end-user support.

Pricing is structured across the four funding tranches defined in the proposal.

Operations, Maintenance, & Support Costs by Tranche

| Cost Category | Tranche 1 | Tranche 2 | Tranche 3 | Tranche 4 | Total |
|----------------------------------|-----------|-----------|-----------|-----------|-------------|
| Program Management & Reporting | \$500,000 | \$400,000 | \$400,000 | \$300,000 | \$1,600,000 |
| Call Center & Technical Support | \$50,000 | \$50,000 | \$50,000 | \$50,000 | \$200,000 |
| Marketing, Education, & Outreach | \$200,000 | \$100,000 | \$100,000 | \$50,000 | \$450,000 |
| Contract Management and Training | \$125,000 | \$125,000 | \$100,000 | \$75,000 | \$425,000 |
| Retail POS Support | \$100,000 | \$75,000 | \$50,000 | \$50,000 | \$275,000 |
| Consumer Protection & Surveys | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$400,000 |
| EverCert Software | \$90,000 | \$90,000 | \$90,000 | \$90,000 | \$360,000 |

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12. Hosting Pricing

The Contractor shall provide secure, U.S. based hosting services for the HEAR Program.

Hosting Fees

| Hosting Component | Tranche 1 | Tranche 2 | Tranche 3 | Tranche 4 | Total |
|-------------------------|-----------|-----------|-----------|-----------|----------|
| EverCert Annual Hosting | \$20,000 | \$20,000 | \$20,000 | \$20,000 | \$80,000 |

13. Other Cost Pricing

Included in other line items.

14. Implementation Pricing Summary

| Category | Amount |
|--|-------------|
| Implementation Deliverables (Milestones) | \$571,000 |
| Software Licensing | \$250,000 |
| Software O&M, Support, Outreach, Call Center, Program Management | \$3,710,000 |
| Hosting Fees | \$80,000 |

Total Administrative Funds: \$4,611,000

This total reflects a firm, fixed price for all work required under this Agreement.

15. Contractor Staff, Resource Hours and Rates Worksheet

General Staffing and Hours Requirements. The Contractor shall assign qualified personnel to perform all services under this Agreement.

The Contractor shall:

- a) maintain detailed resource hour tracking,
- b) record all hours worked by personnel assigned to the Program,
- c) categorize such hours by role, function, activity, and deliverable, and
- d) submit hours documentation to the Department on a monthly basis.

Hours tracking is mandatory even where pricing is fixed-fee, and shall be used for:

- a) resource utilization monitoring,
- b) performance oversight,

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- c) validating staffing commitments,
- d) auditing compliance with contractual staffing levels, and
- e) determining reasonableness of future contract amendments, if any.

Monthly Hours Reporting Requirements. The Contractor shall provide a Monthly Resource Hours Report, which shall include, at minimum:

- a) Hours worked per labor category
- b) Hours worked per named individual
- c) Hours allocated to each deliverable, milestone, and task
- d) Variance between planned and actual hours
- e) Explanation of deviations exceeding 10%
- f) Projected staffing levels for the next 60 days

The Department reserves the right to request more detailed timesheets, workload analyses, or resource allocation plans at any time.

| Role / Labor Category | Hourly Rate |
|--------------------------------|-------------|
| Executive Sponsor | \$350/hr |
| Technology Manager | \$300/hr |
| Project Manager | \$250/hr |
| Senior Business Analyst | \$200/hr |
| Application Processing Manager | \$150/hr |
| QA/QC Manager | \$150/hr |
| QA/QC Inspector | \$125/hr |
| Outreach & Engagement Manager | \$175/hr |
| Outreach Specialist | \$100/hr |
| Call Center Manager | \$150/hr |
| Call Center Agent | \$75/hr |
| Technical Support Analyst | \$150/hr |
| Developer / Engineer | \$200/hr |

16.1 Staffing Level Compliance

The Contractor shall maintain staffing levels sufficient to meet all service-level agreements, deliverable timelines, call center requirements, inspection workloads, onboarding activities,

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and reporting obligations.

Failure to maintain adequate staffing to meet contractual obligations may constitute a material breach.

The Department may require The Contractor to:

- a) increase staffing,
- b) adjust labor allocations,
- c) replace underperforming personnel, or
- d) provide additional hours documentation.

The Contractor shall comply with such directives promptly and without cost increases unless expressly approved by the Department.

16.2 Purpose and Overview

This Exhibit establishes the procedures governing the submission, review, approval, and payment of invoices issued by The Contractor under this Agreement. All payments made by the Department shall conform to the terms contained herein and to the pricing and reimbursement provisions of the above.

16.3 Submission of Invoices

The Contractor shall submit invoices to the Department in a manner and format prescribed by the Department. Each invoice shall reflect only those services and deliverables that have been fully performed, completed, and accepted pursuant to the Agreement. The invoice must clearly correspond to the applicable deliverable, reporting period, or rebate issuance cycle for which reimbursement is sought. Invoices submitted without adequate clarity or correlation to contractual commitments may be returned without processing.

16.4 Purpose

This Exhibit establishes the form and minimum content requirements for all invoices submitted by The Contractor pursuant to this Agreement. All invoices shall conform to these standards as a condition precedent to payment.

Invoice Template (Mandatory Format)

Each invoice submitted by The Contractor shall contain, at a minimum, the following information presented in a clear, organized, and auditable manner:

16.4.1 Contractor Information

- a) Legal name: The Contractor

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- b) Remittance address
- c) Point of contact (name, title, email, phone)
- d) Unique invoice number
- e) Invoice date

16.4.2 Contract Information

- a) Contract number
- b) Project title (HEAR Program Administration)
- c) Billing period covered by the invoice
- d) Applicable deliverable(s) or service period

16.4.3 Deliverable-Based Charges

For each deliverable billed under a fixed-price schedule, the invoice shall include:

- a) Deliverable name
- b) Contractual deliverable identifier
- c) Date submitted to the Department
- d) Date accepted by the Department
- e) Contract value associated with the deliverable

16.4.4 Hourly Charges (If Pre-Approved by the Department)

Hourly billing shall only appear if expressly authorized in writing. If applicable, the invoice shall identify the:

- a) Individual(s) performing work
- b) Labor category and approved rate
- c) Hours actually worked during the billing period
- d) Description of work performed
- e) Total calculation (rate × hours)

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16.4.5 Rebate Reimbursement Charges

The total amount of federal rebate funds authorized in this Agreement for reimbursement of eligible Home Electrification and Appliance Rebate costs shall not exceed \$27,799,664.00. These funds are restricted for use solely for the reimbursement of eligible rebates to participating households, contractors, retailers, or other approved entities in accordance with the Inflation Reduction Act, U.S. DOE, and all applicable federal laws, regulations, and program rules.

Rebate funds shall be maintained separately from administrative, or delivery costs shall not be used for any purpose other than approved rebate reimbursements.

Drawdowns of rebate reimbursement funds shall be made on an as-needed basis and only after submission of written documentation demonstrate immediate cash need and verified eligible rebate activities. Disbursement of rebate funds shall comply with 2 CFR 200.305(b) and U.S. DOE requirements, but limited to the minimum amounts necessary, and be timed to coincide with actual, immediate reimbursement obligations. The Contractor shall submit rebate reimbursement requests in an approved invoice.

All rebate reimbursements and related obligations are contingent upon the availability and continued obligation of federal funds and shall not exceed the Total Rebate Reimbursement Amount nor the Rebate Delivery Amount stated herein.

If the invoice includes reimbursement for rebate payments advanced by The Contractor, it must include:

- a) Total number of rebates issued
- b) Total reimbursement amount requested
- c) Certification that each rebate was paid in compliance with Program rules

16.5 Certification Statement

Each invoice shall contain the following language, signed by an authorized representative of The Contractor:

“I hereby certify that the amounts invoiced herein constitute payment solely for services actually performed, deliverables completed and accepted by the Department, and rebate payments advanced in accordance with the Agreement. No portion of this invoice includes costs that are unallowable, estimated, or unrelated to contract performance.”

16.5.1 Total Amount Due

- a) Total amount requested for the billing period

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- b) Cumulative contract-to-date totals
- c) Remaining contract balance

The Contractor shall attach the following documentation to every invoice submitted. Failure to provide any item shall be grounds for the Department to reject the invoice.

- a) A completed Invoice Template
- b) Deliverable acceptance emails or forms issued by the Department.
- c) Timesheets for all hourly work (if applicable).
- d) Detailed descriptions of activities performed in the billing period.
- e) For rebate reimbursement: the full documentation package required under Exhibit AA.
- f) Updated cumulative financial tracking sheet showing amounts billed, amounts paid, and remaining contract value.
- g) Any additional documentation requested by the Department for audit or verification.

Invoices submitted without the completed checklist shall be deemed *incomplete* and shall not trigger the Department's payment timeline.

16.6 No Incorporation of Assumptions

The Contractor acknowledges and agrees that any assumptions, estimates, projections, conditions, or dependencies Stated or implied in its proposal, pricing worksheets, cost models, oral representations, or any supplemental materials submitted during the solicitation process shall not be deemed incorporated into this Agreement, shall not create any obligation on the part of the Department, and shall not form the basis for any claim for additional compensation, schedule relief, or contract modification.

16.7 Contractor Obligations Are Not Conditional

All obligations of The Contractor under this Agreement are absolute and are not contingent upon, conditioned on, or limited by:

- a) any internal assumptions The Contractor used when preparing its proposal or pricing;
- b) the volume of applications, rebate levels, throughput, call center volume, retailer engagement, community partner engagement, or other program activity levels;
- c) the timing of Department approvals, federal guidance, or Department-assisted outreach; or
- d) any expectation or assumption that the Department would perform tasks allocated to The Contractor under this Agreement.

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16.8 No Price Adjustments Based on Incorrect or Unrealized Assumptions

The Contractor shall not be entitled to any price increase, additional payment, cost reimbursement, or schedule extension based on the failure of any assumption made by The Contractor to materialize. The Department shall not bear any responsibility for delays, costs, or operational challenges resulting from The Contractor's reliance on assumptions, interpretations, or expectations that are not expressly Stated within the four corners of this Agreement.

16.9 No Reliance on Proposal Statements

The Contractor shall perform all duties and provide all deliverables and services required under this Agreement regardless of whether such obligations exceed, differ from, or conflict with any expectations expressed in its proposal. The Department's acceptance of The Contractor's proposal shall not be construed as acceptance of any limitation, caveat, condition, assumption, or dependence Stated therein unless explicitly incorporated into this Agreement through a written contract amendment executed by both parties.

16.10 Assumptions Do Not Modify Scope or Department Responsibilities

No assumption made by The Contractor shall be interpreted to:

- a) impose new obligations on the Department;
- b) shift responsibility for required tasks from The Contractor to the Department;
- c) modify or reduce the scope of work, staffing, performance requirements, deliverables, or service levels required under this Agreement; or
- d) obligate the Department to provide resources, data, personnel, or support beyond that expressly Stated in this Agreement.

16.11 Contractor Responsible for Independent Due Diligence

The Contractor affirms that it has conducted independent due diligence and possesses all information necessary to fully understand and perform the requirements of this Agreement. The Contractor accepts full responsibility for determining the staffing, technology, infrastructure, and resources necessary to meet all contractual obligations and SLAs. No reliance on assumptions shall excuse or diminish performance requirements.

16.12 No Claim Rights Based on Assumptions

Under no circumstances shall The Contractor assert a claim for equitable adjustment, price increase, schedule modification, or additional compensation based on any claimed misunderstanding, assumption, or expectation not expressly set forth in this Agreement.

16.13 Required Invoice Content

Every invoice must contain sufficient detail to allow the Department to determine whether the charges are accurate, allowable, and compliant with Agreement requirements. Each invoice shall, at a minimum, identify the billing period covered, the deliverables completed during that period, the individuals who performed the work, the number of hours actually worked (when hourly billing is authorized), a description of the tasks performed, and the total amount due. For rebate-related

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invoices, The Contractor shall include the complete set of documents required to substantiate each rebate, including eligibility verification, income verification, installation documentation, inspection records where applicable, and evidence that the rebate was advanced by The Contractor.

Invoices that lack the required detail or omit any element necessary for verification may be rejected by the Department without obligation.

16.14 Invoice Review and Acceptance

Upon receipt of an invoice, the Department shall review the submission to determine whether it is complete, accurate, and compliant with the Agreement. If the invoice is determined to be deficient, disputed, or unsupported, the Department shall notify The Contractor of the deficiency within a reasonable period, identifying the basis for rejection or requesting additional documentation. The Contractor shall correct and resubmit any rejected invoice promptly. No payment shall be due for an invoice that has not been accepted by the Department.

16.15 Timing of Payments

For accepted invoices, the Department shall issue payment within thirty (30) calendar days of receipt of a complete and accurate invoice. Should the Department fail to initiate payment within that period, and no dispute has been raised, The Contractor may escalate the matter to the Department's designated Contracting Authority for resolution. No interest or penalty shall accrue on unpaid invoices except where expressly required by New Hampshire law.

16.16 Payment for Rebate Advancement

Contractor Obligation to Advance Rebate Funds

The Contractor shall be solely responsible for advancing all rebate payments to eligible households, contractors, retailers, or point-of-sale entities in accordance with the Program Policy and Procedure Manual established by the Department and any applicable federal guidance. The Contractor shall issue such rebate payments without delay and shall not condition, postpone, or otherwise restrict the issuance of rebates based on the timing of reimbursement by the Department. The Contractor shall bear all initial cash flow responsibility associated with the advancement of rebate funds.

16.17 Submission of Invoices for Rebate Reimbursement

Following the issuance of any rebate payment, the Contractor shall submit an invoice to the Department seeking reimbursement. Each invoice must include complete and accurate documentation sufficient to substantiate the eligibility, verification, installation, and payment of the underlying rebate in accordance with Rebate Reimbursement Documentation List. No reimbursement shall be due unless the Contractor provides full and complete documentation supporting the issuance of each rebate.

16.18 Department Review and Reimbursement Timeline

Upon receipt of a complete and accurate invoice, the Department shall reimburse the Contractor for the approved rebate amounts within thirty (30) calendar days. The Department may withhold reimbursement for any rebate that: (a) fails to meet Program eligibility criteria; (b) lacks complete or

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adequate documentation; (c) was issued in violation of federal or State Program requirements; (d) was paid in error or to an ineligible party; or (e) is otherwise inconsistent with the terms of this Agreement. The Department shall have no obligation to reimburse the Contractor for improperly issued, unsupported, or noncompliant rebate payments.

16.19 Prohibition on Financing Charges, Carrying Costs, or Interest

The Contractor shall not invoice, charge, or attempt to recover any interest, carrying costs, financing fees, penalties, administrative surcharges, or similar expenses arising from the advancement of rebate funds or the timing of Department reimbursement. All such costs shall be deemed included within the firm, fixed pricing established under this Agreement. Any attempt to recover such costs, directly or indirectly, shall constitute a material breach.

16.20 Contractor Responsibility for Improper or Erroneous Payments

The Contractor shall remain fully responsible for the financial consequences of any rebate payment issued in error, without documentation, to an ineligible recipient, or in violation of Program requirements. The Department shall not reimburse, and may demand repayment of, any rebate amounts improperly disbursed by the Contractor. The Contractor shall promptly correct all such errors at its sole cost and without additional compensation from the Department.

16.21 No Waiver of Department Rights

No reimbursement by the Department shall be deemed acceptance of an improperly issued rebate or a waiver of the Department's right to dispute the reimbursement, demand repayment, or impose corrective action. The Department retains full audit authority over all rebate-related financial transactions in accordance with Section 10.

16.22 Conditional and Withheld Payments

The Department may withhold payment, in whole or in part, where The Contractor has failed to meet performance expectations, missed deadlines, submitted inadequate deliverables, or otherwise failed to comply with the terms of the Agreement. Withheld payments may be released only upon full remediation of the identified deficiencies to the Department's satisfaction. Payment by the Department shall not be deemed acceptance of defective or incomplete work.

16.21 Retainage

The Department may apply retainage to any invoice associated with deliverable-based payments. Retainage may be withheld until all deliverables within a given project phase have been completed and accepted. Retainage shall also apply in circumstances where the Department has identified deficiencies in The Contractor's performance. The Department may release retainage only when it determines that all outstanding obligations associated with the relevant deliverables have been fully satisfied.

16.22 Audit Rights

The Department retains the right to audit all invoices, supporting records, financial documentation, rebate files, timesheets, and any related documents necessary to verify compliance with this Exhibit

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and the Agreement as a whole. The Contractor shall make such records available within five (5) business days of request. If any audit reveals unallowable charges, unsupported costs, or improper billing, The Contractor shall remit a refund to the Department within fifteen (15) calendar days and shall take corrective action as required. Continued deficiencies may result in suspension of payments, increased retainage, or termination.

16.23 Final Payment

Upon completion or termination of the Agreement, The Contractor shall submit a final invoice reflecting all remaining allowable charges. The Department shall have no obligation to pay any invoice submitted more than sixty (60) days after the Agreement terminates unless otherwise agreed in writing. Final payment shall not be made until all deliverables, documentation, audits, and closeout requirements have been fully completed to the Department's satisfaction.

16.24 No Waiver of Department Rights

Payment of any invoice by the Department shall not constitute a waiver of any rights under this Agreement, including the right to dispute or recover overpayments, challenge inappropriate charges, or demand corrective action. The Department's acceptance of an invoice does not limit its authority to require additional supporting information or to audit past payments.

16.25 Effect of Department Non-Payment

A delay in payment by the Department, regardless of cause, shall not constitute a breach of this Agreement and shall not entitle The Contractor to suspend work, reduce the level of effort, impose interest or finance charges, discontinue services, delay the processing or issuance of rebates, or take any adverse action against the Department or program participants. The Contractor shall continue to perform all obligations under this Agreement in full and without interruption pending resolution of any delayed or disputed payment.

The Contractor expressly acknowledges that the Department's payment obligations are subject to State appropriations processes and federal funding availability, and that delays may occur as part of those processes. Under no circumstances shall The Contractor assess late fees, penalties, interest, carrying costs, financing charges, or any similar costs associated with late payment, nor shall The Contractor seek to recover such costs indirectly through future invoices or amendments.

If the Department disputes an invoice in good faith and withholds payment pending resolution, such withholding shall not be deemed a failure to pay or a breach of any kind. The Contractor shall cooperate fully in resolving invoice disputes and shall promptly provide any documentation requested by the Department in support of such resolution.

Nothing in this section shall restrict the Department's right to withhold payment for deficient deliverables, incomplete work, unsupported costs, or any amounts inconsistent with the terms of this Agreement.

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16.26 Purpose

This Exhibit establishes the documentation that The Contractor must submit to the Department as a condition of reimbursement for any rebate paid under the HEAR Program. No rebate-related invoice shall be processed or paid unless all documentation listed herein is provided and complete.

For every individual rebate included in an invoice, The Contractor shall provide a complete documentation file containing the following elements:

16.26.1 Application File

- a) Applicant name and household information
- b) Unique application or rebate identifier
- c) Application submission date
- d) Signed applicant attestations as required by the Program

16.26.2 Income Verification Documentation

- a) Verification method used (automated, manual, categorical eligibility, or alternative mechanism)
- b) Income determination results
- c) Supporting documentation used in manual review (e.g., pay stubs, benefit Statements, tax returns)
- d) Eligibility classification (HEAR statutory income tier)

16.26.3 Project Eligibility Documentation

- a) Description of the appliance, equipment, measure, or installation
- b) Verification that the measure complies with Program requirements
- c) Documentation demonstrating age, status, or condition of replaced equipment, if applicable
- d) Proof of address matching the application file

16.26.4 Installation Documentation

- a) Detailed installation invoice from contractor or retailer

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- b) Make, model, and serial number of installed equipment
- c) Date of installation
- d) Contractor name, license (if applicable), and certification Statements
- e) Photos of installation, including geotagged data where required

16.25.5 Inspection Documentation (If Required)

- a) Inspection record or report
- b) Inspection outcome (pass/fail)
- c) Re-inspection documentation, if applicable
- d) Inspector name and credentials

16.25.6 Proof of Rebate Payment by The Contractor

Evidence that The Contractor issued the rebate (e.g., ACH confirmation, check copy, POS transaction record)

- a) Amount paid
- b) Date of payment
- c) Payee information

16.25.7 Compliance Documentation

- a) Confirmation that no conflicting federal incentives were claimed
- b) Verification that the project complies with all U.S. DOE and Program requirements
- c) Any additional documentation supporting compliance or audit needs

16.25.8 The Contractor shall submit rebate documentation in an electronically searchable, Department-approved format. Files shall be organized by rebate identifier and submitted as a consolidated package accompanying the associated invoice. The Department may require modification of file formats or metadata standards to align with federal or State audit requirements.

The Department shall review the rebate documentation submitted by The Contractor to verify eligibility, completeness, Program compliance, and payment accuracy. The Department may deny reimbursement for any rebate for which documentation is incomplete, inaccurate, inconsistent, or

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noncompliant. The Department may also require The Contractor to submit supplemental information or corrections before reimbursement will be considered.

Submission of inaccurate or incomplete rebate documentation may be treated as an invoice deficiency and may trigger additional corrective actions or audit provisions.

17. Payment Limited to Actual Work Performed

The Department shall reimburse The Contractor solely for services actually performed, deliverables fully completed and accepted by the Department, and hours actually worked where hourly billing has been expressly authorized in writing. Under no circumstances shall the Department be obligated to reimburse The Contractor for estimated labor, projected hours, anticipated work, unused staffing capacity, administrative overhead not expressly included in the fixed prices, or any costs that are not directly attributable to completed and accepted work performed under this Agreement.

18. Invoice Documentation Requirements

Each invoice submitted by The Contractor must contain detailed supporting documentation sufficient to demonstrate that the amounts billed reflect actual work performed. Such documentation shall include: (a) identification of all deliverables completed during the billing period; (b) confirmation of Department acceptance of such deliverables; (c) for any hourly billing authorized in advance, itemized timesheets showing the date, individual performing the work, labor category, hours worked, and description of work performed; and (d) any additional substantiation required under Exhibit Z or requested by the Department. The Department reserves the right to reject any invoice lacking sufficient detail or supporting documentation.

19. No Payment for Incomplete or Unaccepted Deliverables

No payment shall be due for any deliverable until the Department has formally issued written acceptance confirming that the deliverable meets all requirements of this Agreement. If The Contractor submits an invoice that includes charges for incomplete, partially completed, or unaccepted deliverables, the Department may reject the invoice in whole or in part. The Contractor shall correct any deficiencies and resubmit the deliverable for acceptance at no additional cost to the Department.

20. Submission of Improper or Unsupported Charges

Submission of an invoice by The Contractor that includes charges for work not performed, hours not worked, or deliverables not accepted shall constitute a material breach of this Agreement. The Department may, at its discretion, withhold payment, reduce future payments, require a corrective action plan, or pursue any other remedies available under State law or the Agreement. The Contractor shall promptly reimburse the Department for any overpayments or unsupported charges identified through invoice review or audit.

21. No Payment for Contractor Errors or Rework

The Contractor shall not bill the Department, and the Department shall have no obligation to pay, for any costs associated with rework, corrections, remediation, or revisions made necessary due to

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

errors, omissions, defects, or nonconforming work attributable to The Contractor or its subcontractors. All such corrective work shall be performed at the sole cost of The Contractor.

22. Department's Right to Withhold Payment

The Department may withhold payment for any invoice or portion thereof that: (a) lacks adequate supporting documentation; (b) contains unallowable costs; (c) includes charges inconsistent with the terms of this Agreement; (d) relates to deliverables not yet accepted; or (e) is subject to a good-faith dispute. Such withholding shall not constitute late payment, nonpayment, or breach by the Department.

23. Non-Payment or Delayed Payment Shall Not Constitute Breach

A delay in payment, partial payment, or non-payment by the Department—regardless of cause—shall not constitute a breach of this Agreement and shall not entitle The Contractor to suspend, reduce, or discontinue performance under any circumstance. The Contractor shall continue to perform all duties and obligations under this Agreement fully and without interruption pending the Department's resolution of any payment issue.

24. No Suspension of Services

The Contractor expressly agrees that it shall not suspend, delay, slow, or otherwise modify the provision of services, including but not limited to rebate issuance, applicant support, call center operations, retailer support, program administration, or technical operations, due to delayed payment, disputed invoices, or reimbursement timing. Any attempt to condition performance on receipt of payment shall constitute a material breach of this Agreement.

25. No Interest, Penalties, or Financing Charges

The Contractor shall not assess, invoice, or attempt to recover any form of interest, late fee, penalty, carrying cost, financing charge, or any other additional amount associated with delayed or withheld payments. All costs associated with cash flow management, including the advancement of rebate funds under Section C.4, shall be deemed included in the pricing established under this Agreement.

26. Invoice Disputes

The Department may dispute any invoice submitted by The Contractor and withhold payment of the disputed amount pending resolution. Such withholding shall not be considered non-payment and shall not relieve The Contractor of any performance obligations. Upon receipt of notice of a disputed invoice, The Contractor shall promptly provide any requested documentation and cooperate fully with the Department to resolve the dispute.

27. No Waiver of Audit or Oversight Rights

Nothing in this Section shall limit or restrict the Department's authority to withhold payment pending audit results, compliance reviews, verification of rebate documentation, or investigation of deficiencies in The Contractor's performance. Payment by the Department shall not be deemed acceptance of improperly billed charges or a waiver of its right to recover any overpayments or disallowed costs.

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

28. 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 contract is extended as described in P-37 General Provisions, Section 3 Effective Date/Completion of Services.

- 28.1 Complete documentation to support invoices shall be maintained by the Contractor for no less than three years as required under federal regulation. The Contractor is solely responsible for paying any disallowed costs associated with the misappropriation of federal funds and/or costs expended that the Contractor is not able to sufficiently support with expenditure backup documentation upon request for up to three years commencing the contract end date.
- 28.2 All obligations of the Department, including the continuance of any payments, are contingent upon the availability and continued appropriation of Federal funds for the services to be provided.
- 28.3 The Department may, as a function of its administrative oversight, modify contracted budget amounts as necessary to ensure the efficient operation of the program as long as these modified expenditures do not exceed the Contracted Amount total as specified above.

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STATE OF NEW HAMPSHIRE
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DoIT 2025-042- HOME ELECTRIFICATION AND APPLIANCE REBATE PROGRAM
EXHIBIT D – SOFTWARE LICENSE AGREEMENT

EXHIBIT D – SOFTWARE LICENSE AGREEMENT

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

39. License Grant

Subject to the payment of applicable license fees, Contractor hereby grants to the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the Software and its associated Documentation, subject to the terms of the Contract. The State may allow its agents and Contractors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Contractors that each shall abide by the terms and conditions set forth herein.

40. 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.

2. 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.

3. Restrictions

Except as otherwise permitted under the Contract, 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 permitted herein.
- c) Cause or permit reverse engineering, disassembly or recompilation of the programs.

4. 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.

5. Audit

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EXHIBIT D – SOFTWARE LICENSE AGREEMENT

Upon forty-five (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.

6. 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 Contract, 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 Contract. 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.
- 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 Contract.

7. 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 contract. 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.

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EXHIBIT D – SOFTWARE LICENSE AGREEMENT

8. 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.

9. Software Escrow

Contractor agrees to provide to the State the currently existing source code and any other tools and requirements necessary to create executable or interpretive programs. This information may be provided to the State either directly, with any such protections as required by the Contractor or through a mutually agreed upon Escrow Agreement. Contractor shall be responsible for all costs associated with the Escrow Agreement and the State shall not assume any liability to the Company or Escrow Agent as a result of the Agreement.

Contractor agrees that the State shall be entitled to utilize the source code in its possession and/or demand a release of the source code from the Escrow Agent upon the occurrence of any of the following events ("Release Events"):

- a) Contractor has made an assignment for the benefit of creditors.
- b) Contractor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind.
- c) A receiver or similar officer has been appointed to take charge of all or part of Contractor's assets.
- d) Contractor terminates its maintenance and operations support services for the State for the Software or has ceased supporting and maintaining the Software for the State whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State.
- e) Contractor defaults under the Contract.
- f) Contractor ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

Upon the occurrence of a Release Event, Contractor hereby grants the State the right to use, copy, modify, display, distribute, and prepare derivative works of the source code, and to authorize others to do the same on behalf of the State (Contractors, agents, etc.), solely for the purpose of completing the performance of Contractor's obligations under the Contract, including, but not limited to, providing maintenance and support for the Software and subject to the rights granted in this Contract.

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EXHIBIT D – SOFTWARE LICENSE AGREEMENT

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENERGY
DoIT 2025-042- HOME ELECTRIFICATION AND APPLIANCE REBATE PROGRAM
EXHIBIT D1 – CUSTOM SOFTWARE AGREEMENT**

EXHIBIT D1 - CUSTOM SOFTWARE AGREEMENT

1. Software Title

The Contractor agrees that any and all work product created pursuant to this Agreement, including but not limited to all Software, are deemed to be “works for hire” within the meaning of the Copyright Act of 1976. To the extent Contractor is deemed to have retained any legal title, rights and interest in these works, Contractor hereby assigns any and all such title, rights, and interest (including all ownership and intellectual property rights) in the Software and related work product to the State of New Hampshire in consideration for the promises set forth within this Agreement.

2. Documentation and Copies

The State shall be entitled to copies of any work product upon request to Contractor. At the conclusion of this Agreement, Contractor agrees to provide all copies of the Software for all versions, including related documentation, to the State. Contractor shall not retain any work product associated with this Agreement unless authorized by the State in writing.

3. Restriction on Use

Unless specifically authorized by the State, Contractor shall not utilize work product derived as part of this Agreement in any manner other than as required by Contractor to complete its obligations under this Agreement.

4. Software Non-Infringement

Contractor warrants that the Software, including any and all component parts thereof (“Contracted Works”) that are original works of the Contractor that 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 Contract. If someone makes a claim against the State that any Contracted Works infringe their intellectual property rights, Contractor shall defend and indemnify the State against the claim provided that the State:

Promptly notifies Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;

- a) Gives Contractor control of the defense and any settlement negotiations; and
- b) 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.

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EXHIBIT D1 – CUSTOM SOFTWARE AGREEMENT**

If Contractor believes or it is determined that any of the Contracted Works 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 Works and refund all fees the State has paid Contractor under the Contract.

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.

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**STATE OF NEW HAMPSHIRE
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DoIT 2025-042- HOME ELECTRIFICATION AND APPLIANCE REBATE PROGRAM
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 Contract.

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: Dispute resolution responsibility and schedule

| Level | Contractor Point of Contact (POC) | State Point of Contact (POC) | Cumulative Allotted Time |
|--------|-----------------------------------|---|--------------------------|
| First | Project Manager | Program Manager | 5 Days |
| Second | Program Director | Grants and Rebates Administrator | 10 Days |
| Third | Executive Sponsor | Director, Division of Policy and Programs | 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 Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) 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 (3) year period following termination of the Contract and one (1) year Term following litigation relating to the Contract, 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 Contract shall be ascertainable from the accounting System.

5. AUDIT

The Contractor shall allow the State to audit conformance to the contract 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

7. 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:

7.1 Computer Use

Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.

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.

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.

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 evaluated by the State, can be used by Contractor Personal

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software (including but not limited to palmtop sync software) shall not be installed on any equipment.

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 Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request)

7.2 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).

7.3 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).

8. 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.

8.1 Workspace Requirement

The State will work with Contractor to determine requirements for providing necessary workspace and office equipment for Contractor's staff.

8.2 Workplace Hours

Unless otherwise agreed to by the State, the Contractor's personnel shall work forty (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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**STATE OF NEW HAMPSHIRE
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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 Contract.

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| Acceptance | Notice from the State that a Deliverable has satisfied Acceptance Test or Review. |
| Commercial Off-The-Shelf Software | Software that is purchased by an Implementer and is ready for use with little or no change. |
| Confidential Information | <p>Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. “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 New Hampshire, 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 contract 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 another than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. Regarding 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. |

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EXHIBIT F – TERMS AND DEFINITIONS**

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| 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 a Contract requirement. |
| Documentation | All information that describes the installation, operation, and use of the Software, either in printed or electronic format. |
| The Department | The New Hampshire Department of Energy |
| Rural communities | A location where services are delivered within a distance from a populated area. Once approved by the U.S. Department of Energy, the Department will provide a list of communities designated as disadvantaged. |
| 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. |
| HEAR | Home Electrification and Appliances Rebates |
| 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. |

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EXHIBIT F – TERMS AND DEFINITIONS**

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| Infrastructure as a Service (IaaS) | The Implementer is responsible for ownership and management of the hardware that supports the software, including servers, networking and storage. |
| IRA | Inflation Reduction Act |
| 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. |
| Open-Source Software | Software that guarantees the user unrestricted use of the Software as defined in RSA chapter 21-R:10 and RSA chapter 21-R:11. |
| 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 Contract and the activities of the parties related hereto. |

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| Proposal | A written plan put forth by a Vendor for consideration in response to a solicitation by the State. |
| Security Incident | “Security Incident” shall have the same meaning “Computer Security Incident” in section two (2) 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 a contract. |
| Software | All Custom, SAAS and COTS Software provided by the Contractor under the Contract. |
| Software Deliverables | All Custom, SAAS and COTS Software and Enhancements. |
| Software License | Licenses provided to the State under this Contract. |
| 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. |
| Stakeholders | Customers, auditors, managers, and implementers |
| Specifications | Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, 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 Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein. |

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EXHIBIT F – TERMS AND DEFINITIONS**

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| 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. |
| Subcontractor | A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor. |
| System | All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications. |
| Implementer /Contracted Implementer | The company whose Proposal or quote was awarded a Contract with the State and who is responsible for the Services and Deliverables of the Contract. |
| Tranche | A portion of the contracted amount or award. |
| Targeted Income | A household that has an Area Median Income of 0%-150%. |
| U.S. DOE | The United States Department of Energy |
| Term | Period of the Contract 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. |

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EXHIBIT F – TERMS AND DEFINITIONS**

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|------------------------|--|
| 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 Contract. |
| Work Plan | Documentation that details the activities for the Project created in accordance with the Contract. 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: Business/Technical Requirements and Deliverables. 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 in each task. |

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENERGY
DoIT 2025-042- HOME ELECTRIFICATION AND APPLIANCE REBATE PROGRAM
EXHIBIT G – ATTACHMENTS AND CONTACTOR CERTIFICATES**

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. ATTACHMENTS

Attachment 1 - Business and Technical Requirements (if including as an attachment rather than inserting directly into Exhibit B)

Attachment 2 - Agency Compliance Documents

2. CONTRACTOR CERTIFICATES

- a. Certification Regarding Drug-Free Workplace Requirements
- b. Certification Regarding Lobbying
- c. Certification Regarding Debarment, Suspension, and Other
- d. Certification Regarding the Americans with Disabilities Act
- e. Certification Regarding Public Law 103-227, Part C Environmental Tobacco Smoke
- f. U.S. Department of Energy Assurance of Compliance Nondiscrimination in Federally Assisted Programs
- g. Certification Regarding The Federal Funding Accountability and Transparency Act (FFATA) Compliance
- h. Contractor's Certificate of Good Standing
- i. Contractor's Certificate of Vote/Authority
- j. Contractor's Certificate of Insurance

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

U.S. DEPARTMENT OF ENERGY - CONTRACTORS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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-Contractors 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-Contractors 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:

Tyler Minnich, Program Manager
New Hampshire Department of Energy, 21 South Fruit Street, Suite 10, Concord, NH 03301

1. 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–
 - The dangers of drug abuse in the workplace;
 - The Contractor's policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 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–
 - Abide by the terms of the Statement; and
 - 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–

- o 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
- o 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).

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

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

Contractor Signature:  Date: 2/18/26

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CERTIFICATION REGARDING LOBBYING

U.S. DEPARTMENT OF ENERGY

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

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

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

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

Contractor Signature: Velvet Nelson Date: 2/18/26

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER

The Contractor identified agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department 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 the Department 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, may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the Department to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
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 the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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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, the Department may terminate this transaction for cause or default.

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

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

b. Have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;

c. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l) (b) of this certification; and

d. Has 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.

12. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

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

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal Department or agency.

- b. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

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

Contractor Signature: Veret Nelson Date: 2/18/26

**STATE OF NEW HAMPSHIRE
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DoIT 2025-042- HOME ELECTRIFICATION AND APPLIANCE REBATE PROGRAM
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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 (contract) 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: Velvet Nelson Date: 2/18/26

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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 subawards which contain provisions for the children's services and that all subcontractors shall certify accordingly.

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

Contractor Signature: Valuet Nelson Date: 2/18/26

**STATE OF NEW HAMPSHIRE
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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. DOE , 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.

JCN Partners, 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 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 U.S. DOE.

1. 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 U.S. DOE, 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 U.S. DOE.

2. 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 the Department, 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.

3. Subrecipient Assurance

U.S. DOE Award DE-SE0000106; Award Date: 08/01/2023
IRA HEAR ALN #81.041
JCN Partners, Inc.

Contractor Initials *JM* Date *2/18/26*
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The Contractor shall require any individual, organization, or other entity with whom it subcontracts, sub-grants, 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 sub-recipient shall be required to sign a written assurance form; however, the obligation of both recipient and sub-recipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

4. 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 U.S. DOE. Such information shall include, but is not limited to the following:

- 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;
- the population eligible to be served by race, color, national origin, sex, age and disability;
- 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;
- 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;
- 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 U.S. DOE to be relevant to the obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

4.1 The Contractor agrees to submit requested data to the U.S. DOE regarding programs and activities developed by the Contractor from the use of Federal assistance funds extended by the U.S. DOE. 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 U.S. DOE 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 U.S. DOE, 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.

4.2 Contractor Certification

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

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request to the Department).

Representative Name and Title: _____

Signature: Velvet Nelson

Date: 2/18/26

Contractor name, address, phone number:

JCN Partners, Inc
8720 Camberly Rd
Huntersville, NC, 28078
336-583-6647

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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 Department must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- a. Name of entity
- b. Amount of award
- c. Funding agency
- d. NAICS code for contracts / ALN program number for grants
- e. Program source
- f. Award title descriptive of the purpose of the funding action
- g. Location of the entity
- h. Principle place of performance
- i. Unique identifier of the entity (UEI #)
- j. Total compensation and names of the top five executives if:
 - o More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - o 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 Department and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

**STATE OF NEW HAMPSHIRE
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FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI number for your entity is: JSCUDKYD7SY7
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here
If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here
If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |

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

Contractor Signature: *Kunet Nelson* Date: 2/18/26

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 JCN PARTNERS INC is a North Carolina Profit Corporation registered to transact business in New Hampshire on October 30, 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: **971167**

Certificate Number: **0007428727**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of January A.D. 2026.

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

David M. Scanlan
Secretary of State

Certificate of Authority by Vote

I, **Jonathon Boggiano**, hereby certify that I am duly elected Clerk/Secretary of **JCN Partners, Inc.** I hereby certify the following is a true copy of a vote taken at

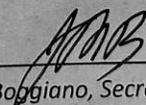
a meeting of the Board of Directors, duly called and held on December 16, 2024,

at which a quorum of the Directors were present and voting. **Voted:** That **Velvet Nelson, Head of**

Business Development is duly authorized to enter into contracts or agreements on behalf of JCN Partners, Inc with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein. Per the referenced Board meeting above Velvet Nelson authority was effective December 2024.

Dated: 03/05/2026

Attest: 
(Jonathan Boggiano, Secretary Officer)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/6/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|---|--|-------------------------------------|
| PRODUCER Windermere Insurance Group LLC P.O. Box 32008 Charlotte NC 28232 | CONTACT NAME: Casey Erskin PHONE (A/C. No. Ext): 704-247-3018 E-MAIL ADDRESS: cerskin@windinsgroup.com | | FAX (A/C. No.): 704-247-3051 |
| | INSURER(S) AFFORDING COVERAGE | | |
| INSURED JCN Partners, Inc. 8720 Camberly Rd Huntersville NC 28078 | JCNPART-01 | INSURER A : ACE Property & Casualty Ins Co | NAIC # 20699 |
| | | INSURER B : Executive Risk Indemnity Inc | 35181 |
| | | INSURER C : ACE American Insurance Company | 22667 |
| | | INSURER D : Chubb National Insurance Co | 10052 |
| | | INSURER E : | |
| | | INSURER F : | |

COVERAGES

CERTIFICATE NUMBER: 744235932

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|--------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | | D01726948 | 6/1/2025 | 6/1/2026 | EACH OCCURRENCE | \$ 2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 2,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 4,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| A | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | D01726948 | 6/1/2025 | 6/1/2026 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ | | | D01726948 | 6/1/2025 | 6/1/2026 | EACH OCCURRENCE | \$ 2,000,000 |
| | | | | | | | AGGREGATE | \$ 2,000,000 |
| | | | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 2471808240 | 6/1/2025 | 6/1/2026 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| C | Cyber Liability/Tech E&O | | | D01725907 | 6/1/2025 | 6/1/2026 | Limit | 2,000,000 |
| C | Professional Liability | | | D01725907 | 6/1/2025 | 6/1/2026 | Limit | 2,000,000 |
| D | Crime | | | J06843542 | 1/29/2025 | 1/29/2026 | Limit | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 New Hampshire Department of Energy is listed as additional insured with respect to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

NH Department of Energy
 21 South Fruit Street Suite 10
 Concord NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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