



204 - 6/17/26 State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

May 26, 2026

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

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS), Division of Plant and Property, State Energy Management Office, to accept and expend a grant from the New Hampshire Department of Energy in the amount of \$61,731 for the purpose of supporting the State Energy Manager’s office for programs which reduce energy consumption and reduce costs in New Hampshire state buildings. Funding is effective upon Governor and Council approval for the period of July 1, 2026 through December 30, 2026. **100% Federal Revenue Transfer from Other Agency**

Funds are to be budgeted as follows: 01-14-14-141510-18750000 Department of Administrative Services, Division of Plant & Property Management, State Energy Management:

| Class - Account | Class Description | FY27 Current Budget | Requested Action | FY27 Adjusted Authorized |
|-----------------|------------------------------|---------------------|------------------|--------------------------|
| 00S-000010 | GENERAL FUND | 385,031 | 0 | 385,031 |
| 00D-488552-69 | FED REV XFERS FROM OTHER AGY | 0 | 61,731 | 61,731 |
| | TOTAL REVENUE | \$385,031 | \$61,731 | \$446,762 |
| 010-500100 | PERSONAL SERVICES PERM | 175,633 | 0 | 175,633 |
| 020-500200 | CURRENT EXPENSES | 100 | 0 | 100 |
| 026-500251 | ORGANIZATIONAL DUES | 1 | 0 | 1 |
| 027-582703 | TRANSFERS TO DOIT | 22,438 | 0 | 22,438 |
| 038-500175 | TECHNOLOGY-SOFTWARE | 100 | 0 | 100 |
| 039-500191 | TELECOMMUNICATIONS | 1,146 | 0 | 1,146 |
| 048-500226 | CONTRACTUAL MAINT BUILD-GRN | 1 | 61,731 | 61,732 |
| 059-500117 | TEMP FULL TIME | 65,000 | 0 | 65,000 |
| 060-500602 | BENEFITS | 120,308 | 0 | 120,308 |
| 066-500543 | EMPLOYEE TRAINING | 1 | 0 | 1 |

| | | | | |
|------------|-----------------------------|------------------|-----------------|------------------|
| 069-500567 | PROMOTIONAL MARKETING EXP | 1 | 0 | 1 |
| 070-500704 | IN STATE TRAVEL REIMBURSEME | 300 | 0 | 300 |
| 080-500717 | OUT OF STATE TRAVEL REIMB | 1 | 0 | 1 |
| 103-500737 | CONTRACTS FOR OP SERVICES | 1 | 0 | 1 |
| | TOTAL EXPENSES | \$385,031 | \$61,731 | \$446,762 |

EXPLANATION

On May 20, 2026, item #54, Governor and Council approved a Memorandum of Understanding (MOU) between the Department of Energy and the Department of Administrative Services for funding in the amount of \$61,731, to support projects to reduce energy consumption costs in state buildings, effective through December 30, 2026. This funding will be used to purchase LED lighting for the east and west wings of 29 Hazen Drive Building and funds will be allocated as follows:

Class 048 - Contractual Maintenance funds will be used to purchase LED lighting for the 29 Hazen Drive Building.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner

COMMISSIONER
Jared S. Chicoine



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

Tel. (603) 271-3670

FAX No. 271-1526

Website:
www.energy.nh.gov

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

May 20, 2026

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

REQUESTED ACTION

Authorize the New Hampshire Department of Energy (Department) to enter a Memorandum of Understanding (MOU) with the New Hampshire Department of Administrative Services (DAS), Concord, NH, Vendor #311152, in an amount not to exceed \$61,731 to support projects to reduce energy consumption and costs in state buildings, effective upon approval by Governor and Executive Council, through December 30, 2026. **100% Federal Funds.**

Funding is contingent on Fiscal Committee and Governor and Executive Council approval of an amendment to an accept and expend request for \$61,731 to be presented to Fiscal Committee at its May 15, 2026 meeting and to Governor and Executive Council on this agenda.

Department of Energy, Energy Efficiency Conservation Block Grant
02-52-520510-64960000-085-588514

FY 2026
\$61,731

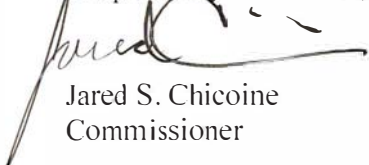
EXPLANATION

The intent of this MOU is to provide support for projects that reduce energy consumption and costs in New Hampshire's State buildings by supporting the Department of Administrative Services' (DAS) State Energy Manager's office.

The Department requests an MOU in an amount not to exceed \$61,731 to assist the Department of Administrative Services (DAS) in its goal of reducing energy consumption, promoting responsible energy practices, and implementing energy efficiency strategies within state facilities. This funding will be used to purchase LED lighting for the east and west wings of 29 Hazen Drive Building.

These projects will be administered by DAS. In the event Federal Funds are no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Jared S. Chicoine
Commissioner

State of New Hampshire

Interagency Memorandum of Understanding

(For use between an executive branch agency and another agency or branch of government of the State of New Hampshire)

Whereas, the New Hampshire Department of Energy is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, the New Hampshire Department of Administrative Services is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, the New Hampshire Department of Energy is responsible for managing and deploying the US Department of Energy's State Energy Program annual grant funding to advance energy initiatives that decrease energy waste and maximize efforts to promote energy efficiency;

Whereas, the New Hampshire Department of Energy desires to utilize State Energy Program funding to reduce energy consumption and costs in state buildings for the benefit of the State and its taxpayers;

Whereas, the New Hampshire Department of Administrative Services desires to use State Energy Program funding to reduce energy consumption and costs in state buildings for the benefit of the State, agency budgets, and state employees and staff;

NOW, THEREFORE, the parties enter into this Memorandum of Understanding to their mutual benefit, the benefit of the State and in furtherance of constitutional or statutory authority and objectives.

1. The New Hampshire Department of Energy agrees to:

A. Pay the New Hampshire Department of Administrative Services an amount not to exceed **\$61,731** for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

Execute the following if Box 1, A is checked: Payment shall be provided from 02-52-52-520510-64960000-085-588514.

B. Perform the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

2. The Department of Administrative Services agrees to:

A. Pay *AGENCY I* the amount of \$_____ for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

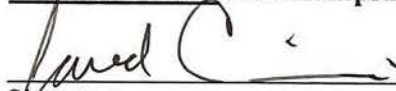
Execute the following if Box 2. A is checked: Payment shall be provided from [IDENTIFY FUND]:

B. Perform the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

C. Abide by the requirements described in the attached MOU Exhibit B, MOU Exhibit C, MOU Exhibit D, and MOU Exhibit E which are hereby incorporated by reference.

3. The method of payment and payment amount for the above-referenced services, if any is required, is described in the attached MOU Exhibit B, such exhibit being hereby incorporated by reference.
4. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.
5. The Memorandum of Understanding is effective until **December 30, 2026**.
6. This Memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least **thirty (30)** days prior to termination. Upon termination, the Department of Administrative Services will be paid for all qualifying work completed prior to termination.
7. The Parties agree that the obligations, agreements and promises made under this Memorandum of Understanding are not intended to be legally binding on the Parties and are not legally enforceable.
8. Disputes arising under this Memorandum of Understanding which cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.
9. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.
10. The parties hereto do not intend to benefit any third parties and this Memorandum of Understanding shall not be construed to confer any such benefit.
11. In the event any of the provisions of this Memorandum of Understanding are held to be contrary to any state or federal law, the remaining provisions of this Memorandum of Understanding will remain in full force and effect.

- 12. This Memorandum of Understanding, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Memorandum of Understanding and understandings between the parties, and supersedes all prior Memoranda of Understanding and understandings relating hereto.
- 13. Nothing herein shall be construed as a waiver of sovereign immunity; such immunity being hereby specifically preserved.
- 14. **FOR AGENCY 1** New Hampshire Department of Energy



Signature

4/20/26
Date

Jared Chicoine, Commissioner

- 15. **FOR AGENCY 2** New Hampshire Department of Administrative Services



[Head or Commissioner signature]

4/17/26
Date


Charles Arlinghaus, Commissioner

[Head or Commissioner name in print]

PLEASE NOTE

1. **MOU Exhibit A** (MOU Terms) and, if applicable, **MOU Exhibit B** (Payment Terms) must be attached to this form.
2. This form is intended only for use with Interagency Memoranda of Understanding ("MOUs"). Please refer to the MOU 1 checklist and instructions when executing this document. For Interagency MOUs, Department of Justice review and execution is only required if the MOU involves an expenditure of funds in an amount which is equal to or greater than the approval threshold established by the Governor and Executive Council in Chapter MOP 161 of the Department of Administrative Services Manual of Procedures.
3. If more than two agencies or branches are involved in the agreement, please include all information listed above for each agency or branch, identifying them as, for example, "Agency 3," "Agency 4," and so forth.
4. No changes may be made to the preprinted terms of this form without the approval of the Department of Justice.
5. **The Department of Justice and Governor and Council approvals appearing below are only required if this MOU is submitted to the Governor and Council for approval.**

Approved by the New Hampshire Department of Justice for form, substance, and execution:

By: 
 [Name of Assistant Attorney General]
 Joshua C. Harrison

On: 4/27/2026
 Date

Approved by the Governor and Executive Council

By: _____

On: _____
 Date

MOU Exhibit A (MOU Terms)

This MOU describes activities that have been agreed to between the New Hampshire Department of Energy and Department of Administrative Services to utilize State Energy Program funding provided by the Department of Energy to reduce energy consumption and costs in state buildings. This agreement will become effective upon approval by Governor and Executive Council and will end on **December 30, 2026**.

For the purposes of this MOU, the New Hampshire Department of Energy and the New Hampshire Department of Administrative Services agree as follows:

1. Up to **\$61,731** of funds provided may be used to reduce energy consumption and costs in state buildings, as well as for energy education and outreach.
2. The agencies shall assign appropriate staff to oversee the implementation of this agreement.
3. The New Hampshire Department of Administrative Services and the New Hampshire Department of Energy agree to follow 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and 10 CFR 420 dated January 1, 2004 (State Energy Program).
4. Per 2 CFR 200.332, xiii, this money is not being used for research and development purposes.
5. Activities supporting this initiative may include:
 - a. Contracting with a firm that provides building automation services and support;
 - b. Purchasing of materials and/or equipment related to building automation;
 - c. Contracting with a firm that provides building analytics software;
 - d. Contracting with a firm to perform a controls study for buildings;
 - e. Contracting with a firm that provides commissioning or technical assistance for energy savings performance contracts; (this should be on a one-time funding basis)
 - f. Sub-metering of energy or water consumption at the building level or within buildings to provide more detailed usage and cost data;
 - g. Conducting energy audits, retro-commissionings, or other similar studies of state facilities to identify areas of excess energy or water use and develop strategies for reduction;
 - h. Purchasing of materials or supplies that reduce energy usage in state buildings, such as, but not limited to, the installation of insulation, the installation of energy efficient lighting, HVAC upgrades to existing systems, and weather sealing.
 - i. Purchasing products that aid in the fossil fuel reduction goals as part of Executive Order 2016-3 and RSA 21-I:14-c, provided the products or services meet a return on investment of 20 years or less;
 - j. Purchasing products, infrastructure or services that aid in the greenhouse gas emissions reduction goal for state passenger vehicle fleet as part of Executive Order 2016-3; and
 - k. Any other related expenses approved by the Department of Energy.

6. The New Hampshire Department of Administrative Services shall allocate funding for purchasing materials and supplies but shall not be used to cover labor costs.
7. Prior to initiating every project, the New Hampshire Department of Administrative Services shall consult with the New Hampshire Department of Energy regarding the requirements contained in Exhibits C and D.
8. The New Hampshire Department of Administrative Services and the New Hampshire Department of Energy may meet regularly to review progression on funded activities.
9. The New Hampshire Department of Administrative Services shall submit a quarterly report within **20 calendar days** after the end of the calendar year quarter to the New Hampshire Department of Energy that includes the following:
 - a. The total amount of funding remaining and expended by the New Hampshire Department of Administrative Services;
 - b. A brief description of each funded activity, along with the location, and the state agency or bureau that benefits from the project;
 - c. The total cost of each funded activity;
 - d. The estimated energy cost savings of each activity, if applicable;
 - e. The square footage of each location that is subject to any energy retrofits or upgrades, if applicable;
 - f. The estimated return on investment, measured in years, for each activity, if applicable.
 - g. The amount of funding expended on each activity to date;
 - h. Whether the project is completed or remains in progress; and
 - i. Reporting of program expenses.
10. The New Hampshire Department of Energy shall have the right to issue periodic notices, memos, and updated reporting forms and information under this Memorandum of Understanding.
11. The New Hampshire Department of Administrative Services shall grant the New Hampshire Department of Energy and the United States Department of Energy, or any person designated by them, the ability to inspect project and program sites, interview workers, and inspect and monitor financial records and transactions.
12. The New Hampshire Department of Energy may, in consultation with the New Hampshire Department of Administrative Services, publicize progress of this fund.

MOU Exhibit B (Payment Terms)

1. The New Hampshire Department of Energy agrees to reimburse the New Hampshire Department of Administrative Services an amount not to exceed **\$61,731**.
2. Drawdowns from the amount not to exceed **\$61,731** will be paid to the New Hampshire Department of Administrative Services only after written documentation of cash need is submitted to the New Hampshire Department of Energy. The New Hampshire Department of Administrative Services shall submit detailed invoices and related backup documentation within **fifteen (15) days** following the close of each fiscal quarter. Invoicing for the fourth quarter of any fiscal year will be done as soon as feasible to ensure compliance with year-end deadlines, with final invoicing due no later than **January 29, 2027**.
3. Prior to invoicing for reimbursement, the New Hampshire Department of Administrative Services shall submit to the New Hampshire Department of Energy their Unique Entity Identifier (UEI) number and proof of active registration in the Federal System for Award Management (SAM).

Administrative Services, New Hampshire Dept of | Unique Entity Id: **JK8ALG2TKJ58**
Expiration Date **Jan 28, 2027**.

4. The agreed indirect rate will be 10% for the New Hampshire Department of Administrative Services.
5. Complete documentation to support invoices shall be maintained by the Grantee for no less than three years as required under federal regulation. The Grantee is solely responsible for paying any disallowed costs associated with the misappropriation of federal funds and/or costs expended that the Grantee is not able to sufficiently support with expenditure backup documentation upon request for up to three years commencing the contract end date.

MOU Exhibit C (Federal Buy America Provisions)

BUILD AMERICA, BUY AMERICA (Buy America) COMPLIANCE

The New Hampshire Department of Administrative Services agrees to comply with the provisions of the Build America, Buy America Act (Buy America) Pub. L. No. 117-58, §§ 70901-52 under the Infrastructure Investment and Jobs Act (IIJA), Pub. L. No. 117-58, as well as the *Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure* memorandum from the Office of Management and Budget (OMB) dated April 18, 2022, and further OMB or the United States Department of Energy guidance once issued.

Buy America requires that the New Hampshire Department of Energy and all awardees of federal funding like the New Hampshire Department of Administrative Services, its subcontractor, its subgrantee, or other person, firm, or corporation employed by or contracted with the New Hampshire Department of Administrative Services shall ensure that “none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”

Waiver:

The United States Department of Energy has previously submitted a General Applicability Public Interest Waiver aimed at enhancing operational efficiency concerning Small Grants, De Minimis, and Minor Components under the Build America, Buy America provisions, specifically for recipients of federal financial assistance from the Department of Energy.

The New Hampshire Department of Energy has been granted written permission to utilize this waiver for the Energy Efficiency Conservation Block Grant program.

This waiver, designated as Waiver # 2023-01, was approved on July 28, 2023, and will remain valid until **July 28, 2028**.

MOU Exhibit D (NEPA Requirements)

CERTIFICATION REGARDING NHPA AND NEPA COMPLIANCE

The New Hampshire Department of Administrative Services agrees to comply with the provisions of the National Environmental Policy Act (NEPA) 42 U.S.C. §4321 et seq., rules promulgated thereunder (40 CFR Parts 1500-1508), guidance documents issued by the Office of Management and Budget or the United States Department of Energy, the New Hampshire's Department of Energy's executed Historic Preservation Programmatic Agreement, U.S. Department of Energy EECBG Blueprint #3A Solar and Battery Storage – Power Purchase Agreements and Direct Ownership, and U.S. Department of Energy Office of Energy Efficiency and Renewable Energy (EERE) NEPA Determination GFO-EECBG-2023-001 (SOW 1 – EECBG – Formula Awards).

The New Hampshire Department of Administrative Services agrees to assure compliance with Section 106 of the National Historic Preservation Act (NHPA) and the New Hampshire Department of Energy's executed Historic Preservation Programmatic Agreement prior to authorizing the use of funds.

The New Hampshire Department of Administrative Services agrees that it will only fund activities listed within the "Bounded Categories" pursuant to the NEPA Determinations outlined in Control # GFO-EECBG-2023-001.

Activities not listed under "Bounded Categories" including ground disturbing activities outside the boundaries of a facility (defined as an already disturbed area due to regular ground maintenance), structural improvements to facilities, and tree removal, are subject to additional NEPA review and approval by the United States Department of Energy. If the New Hampshire Department of Administrative Services wants to fund activities that are not listed under "Bounded Categories," then the New Hampshire Department of Administrative Services agrees to notify the New Hampshire Department of Energy and seek NEPA review with the United States Department of Energy. Activities requiring NEPA review are not authorized for Federal funding unless and until the United States Department of Energy, through the New Hampshire Department of Energy, provides written authorization for those activities.

The New Hampshire Department of Administrative Services is responsible for identifying and promptly notifying the New Hampshire Department of Energy of any extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project; and activities restricted elsewhere in Award No. DE-SE0000204.

The New Hampshire Department of Administrative Services agrees to complete the online United States Department of Energy training on NEPA and Historic Preservation at www.energy.gov/node/4816816.

MOU Exhibit E (FFATA Requirements)

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.

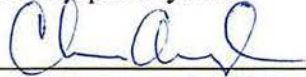
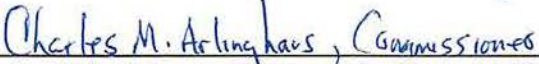

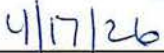
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

The Grantee 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 Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Grantee 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.

| | |
|---|--|
|  |  |
| Grantee Representative Signature | Authorized Grantee Representative Name & Title |
|  |  |
| Grantee Name | Date |

FORM A

The Grantee certifies that the responses to the below listed questions are true and accurate.

1. The UEI number for your entity is: JK0ALG2TKJS8

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: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

State of New Hampshire

Interagency Memorandum of Understanding

(For use between an executive branch agency and another agency or branch of government of the State of New Hampshire)

Whereas, the New Hampshire Department of Energy is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, the New Hampshire Department of Administrative Services is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, the New Hampshire Department of Energy is responsible for managing and deploying the US Department of Energy's State Energy Program annual grant funding to advance energy initiatives that decrease energy waste and maximize efforts to promote energy efficiency;

Whereas, the New Hampshire Department of Energy desires to utilize State Energy Program funding to reduce energy consumption and costs in state buildings for the benefit of the State and its taxpayers;

Whereas, the New Hampshire Department of Administrative Services desires to use State Energy Program funding to reduce energy consumption and costs in state buildings for the benefit of the State, agency budgets, and state employees and staff;

NOW, THEREFORE, the parties enter into this Memorandum of Understanding to their mutual benefit, the benefit of the State and in furtherance of constitutional or statutory authority and objectives.

1. The New Hampshire Department of Energy agrees to:

A. Pay the New Hampshire Department of Administrative Services an amount not to exceed **\$61,731** for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

Execute the following if Box 1., A is checked: Payment shall be provided from 02-52-52-520510-64960000-085-588514.

B. Perform the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

2. The Department of Administrative Services agrees to:

A. Pay **AGENCY I** the amount of \$_____ for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

Execute the following if Box 2. A is checked: Payment shall be provided from **[IDENTIFY FUND]**:

-
- B.** Perform the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.
- C.** Abide by the requirements described in the attached MOU Exhibit B, MOU Exhibit C, MOU Exhibit D, and MOU Exhibit E which are hereby incorporated by reference.
3. The method of payment and payment amount for the above-referenced services, if any is required, is described in the attached MOU Exhibit B, such exhibit being hereby incorporated by reference.
4. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.
5. The Memorandum of Understanding is effective until **December 30, 2026**.
6. This Memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least **thirty (30)** days prior to termination. Upon termination, the Department of Administrative Services will be paid for all qualifying work completed prior to termination.
7. The Parties agree that the obligations, agreements and promises made under this Memorandum of Understanding are not intended to be legally binding on the Parties and are not legally enforceable.
8. Disputes arising under this Memorandum of Understanding which cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.
9. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.
10. The parties hereto do not intend to benefit any third parties and this Memorandum of Understanding shall not be construed to confer any such benefit.
11. In the event any of the provisions of this Memorandum of Understanding are held to be contrary to any state or federal law, the remaining provisions of this Memorandum of Understanding will remain in full force and effect.

- 12. This Memorandum of Understanding, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Memorandum of Understanding and understandings between the parties, and supersedes all prior Memoranda of Understanding and understandings relating hereto.
- 13. Nothing herein shall be construed as a waiver of sovereign immunity; such immunity being hereby specifically preserved.
- 14. **FOR AGENCY 1** New Hampshire Department of Energy

Signature

Jared Chicoine, Commissioner

Date

- 15. **FOR AGENCY 2** New Hampshire Department of Administrative Services



[Head or Commissioner signature]

4/17/26
Date

Charles Arlinghaus, Commissioner

[Head or Commissioner name in print]

PLEASE NOTE

- 1. **MOU Exhibit A** (MOU Terms) and, if applicable, **MOU Exhibit B** (Payment Terms) must be attached to this form.
- 2. This form is intended only for use with Interagency Memoranda of Understanding ("MOUs"). Please refer to the MOU 1 checklist and instructions when executing this document. For Interagency MOUs, Department of Justice review and execution is only required if the MOU involves an expenditure of funds in an amount which is equal to or greater than the approval threshold established by the Governor and Executive Council in Chapter MOP 161 of the Department of Administrative Services Manual of Procedures.
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- 5. **The Department of Justice and Governor and Council approvals appearing below are only required if this MOU is submitted to the Governor and Council for approval.**

Approved by the New Hampshire Department of Justice for form, substance, and execution:

By: _____
[Name of Assistant Attorney General]

On: _____
Date

Approved by the Governor and Executive Council

By: _____

On: _____
Date

MOU Exhibit A (MOU Terms)

This MOU describes activities that have been agreed to between the New Hampshire Department of Energy and Department of Administrative Services to utilize State Energy Program funding provided by the Department of Energy to reduce energy consumption and costs in state buildings. This agreement will become effective upon approval by Governor and Executive Council and will end on **December 30, 2026**.

For the purposes of this MOU, the New Hampshire Department of Energy and the New Hampshire Department of Administrative Services agree as follows:

1. Up to **\$61,731** of funds provided may be used to reduce energy consumption and costs in state buildings, as well as for energy education and outreach.
2. The agencies shall assign appropriate staff to oversee the implementation of this agreement.
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4. Per 2 CFR 200.332, xiii, this money is not being used for research and development purposes.
5. Activities supporting this initiative may include:
 - a. Contracting with a firm that provides building automation services and support;
 - b. Purchasing of materials and/or equipment related to building automation;
 - c. Contracting with a firm that provides building analytics software;
 - d. Contracting with a firm to perform a controls study for buildings;
 - e. Contracting with a firm that provides commissioning or technical assistance for energy savings performance contracts; (this should be on a one-time funding basis)
 - f. Sub-metering of energy or water consumption at the building level or within buildings to provide more detailed usage and cost data;
 - g. Conducting energy audits, retro-commissionings, or other similar studies of state facilities to identify areas of excess energy or water use and develop strategies for reduction;
 - h. Purchasing of materials or supplies that reduce energy usage in state buildings, such as, but not limited to, the installation of insulation, the installation of energy efficient lighting, HVAC upgrades to existing systems, and weather sealing.
 - i. Purchasing products that aid in the fossil fuel reduction goals as part of Executive Order 2016-3 and RSA 21-I:14-c, provided the products or services meet a return on investment of 20 years or less;
 - j. Purchasing products, infrastructure or services that aid in the greenhouse gas emissions reduction goal for state passenger vehicle fleet as part of Executive Order 2016-3; and
 - k. Any other related expenses approved by the Department of Energy.

6. The New Hampshire Department of Administrative Services shall allocate funding for purchasing materials and supplies but shall not be used to cover labor costs.
7. Prior to initiating every project, the New Hampshire Department of Administrative Services shall consult with the New Hampshire Department of Energy regarding the requirements contained in Exhibits C and D.
8. The New Hampshire Department of Administrative Services and the New Hampshire Department of Energy may meet regularly to review progression on funded activities.
9. The New Hampshire Department of Administrative Services shall submit a quarterly report within **20 calendar days** after the end of the calendar year quarter to the New Hampshire Department of Energy that includes the following:
 - a. The total amount of funding remaining and expended by the New Hampshire Department of Administrative Services;
 - b. A brief description of each funded activity, along with the location, and the state agency or bureau that benefits from the project;
 - c. The total cost of each funded activity;
 - d. The estimated energy cost savings of each activity, if applicable;
 - e. The square footage of each location that is subject to any energy retrofits or upgrades, if applicable;
 - f. The estimated return on investment, measured in years, for each activity, if applicable.
 - g. The amount of funding expended on each activity to date;
 - h. Whether the project is completed or remains in progress; and
 - i. Reporting of program expenses.
10. The New Hampshire Department of Energy shall have the right to issue periodic notices, memos, and updated reporting forms and information under this Memorandum of Understanding.
11. The New Hampshire Department of Administrative Services shall grant the New Hampshire Department of Energy and the United States Department of Energy, or any person designated by them, the ability to inspect project and program sites, interview workers, and inspect and monitor financial records and transactions.
12. The New Hampshire Department of Energy may, in consultation with the New Hampshire Department of Administrative Services, publicize progress of this fund.

MOU Exhibit B (Payment Terms)

1. The New Hampshire Department of Energy agrees to reimburse the New Hampshire Department of Administrative Services an amount not to exceed **\$61,731**.
2. Drawdowns from the amount not to exceed **\$61,731** will be paid to the New Hampshire Department of Administrative Services only after written documentation of cash need is submitted to the New Hampshire Department of Energy. The New Hampshire Department of Administrative Services shall submit detailed invoices and related backup documentation within **fifteen (15) days** following the close of each fiscal quarter. Invoicing for the fourth quarter of any fiscal year will be done as soon as feasible to ensure compliance with year-end deadlines, with final invoicing due no later than **January 29, 2027**.
3. Prior to invoicing for reimbursement, the New Hampshire Department of Administrative Services shall submit to the New Hampshire Department of Energy their Unique Entity Identifier (UEI) number and proof of active registration in the Federal System for Award Management (SAM).

Administrative Services, New Hampshire Dept of | Unique Entity Id: **JK8ALG2TKJ58**
Expiration Date **Jan 28, 2027**.

4. The agreed indirect rate will be 10% for the New Hampshire Department of Administrative Services.
5. Complete documentation to support invoices shall be maintained by the Grantee for no less than three years as required under federal regulation. The Grantee is solely responsible for paying any disallowed costs associated with the misappropriation of federal funds and/or costs expended that the Grantee is not able to sufficiently support with expenditure backup documentation upon request for up to three years commencing the contract end date.

MOU Exhibit C (Federal Buy America Provisions)

BUILD AMERICA, BUY AMERICA (Buy America) COMPLIANCE

The New Hampshire Department of Administrative Services agrees to comply with the provisions of the Build America, Buy America Act (Buy America) Pub. L. No. 117-58, §§ 70901-52 under the Infrastructure Investment and Jobs Act (IIJA), Pub. L. No. 117-58, as well as the *Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure* memorandum from the Office of Management and Budget (OMB) dated April 18, 2022, and further OMB or the United States Department of Energy guidance once issued.

Buy America requires that the New Hampshire Department of Energy and all awardees of federal funding like the New Hampshire Department of Administrative Services, its subcontractor, its subgrantee, or other person, firm, or corporation employed by or contracted with the New Hampshire Department of Administrative Services shall ensure that “none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”

Waiver:

The United States Department of Energy has previously submitted a General Applicability Public Interest Waiver aimed at enhancing operational efficiency concerning Small Grants, De Minimis, and Minor Components under the Build America, Buy America provisions, specifically for recipients of federal financial assistance from the Department of Energy.

The New Hampshire Department of Energy has been granted written permission to utilize this waiver for the Energy Efficiency Conservation Block Grant program.

This waiver, designated as Waiver # 2023-01, was approved on July 28, 2023, and will remain valid until **July 28, 2028**.

MOU Exhibit D (NEPA Requirements)

CERTIFICATION REGARDING NHPA AND NEPA COMPLIANCE

The New Hampshire Department of Administrative Services agrees to comply with the provisions of the National Environmental Policy Act (NEPA) 42 U.S.C. §4321 et seq., rules promulgated thereunder (40 CFR Parts 1500-1508), guidance documents issued by the Office of Management and Budget or the United States Department of Energy, the New Hampshire's Department of Energy's executed [Historic Preservation Programmatic Agreement](#), U.S. Department of Energy EECBG Blueprint #3A Solar and Battery Storage – Power Purchase Agreements and Direct Ownership, and U.S. Department of Energy Office of Energy Efficiency and Renewable Energy (EERE) NEPA Determination GFO-EECBG-2023-001 (SOW 1 – EECBG – Formula Awards).

The New Hampshire Department of Administrative Services agrees to assure compliance with Section 106 of the National Historic Preservation Act (NHPA) and the New Hampshire Department of Energy's executed [Historic Preservation Programmatic Agreement](#) prior to authorizing the use of funds.

The New Hampshire Department of Administrative Services agrees that it will only fund activities listed within the "Bounded Categories" pursuant to the NEPA Determinations outlined in Control # GFO-EECBG-2023-001.

Activities not listed under "Bounded Categories" including ground disturbing activities outside the boundaries of a facility (defined as an already disturbed area due to regular ground maintenance), structural improvements to facilities, and tree removal, are subject to additional NEPA review and approval by the United States Department of Energy. If the New Hampshire Department of Administrative Services wants to fund activities that are not listed under "Bounded Categories," then the New Hampshire Department of Administrative Services agrees to notify the New Hampshire Department of Energy and seek NEPA review with the United States Department of Energy. Activities requiring NEPA review are not authorized for Federal funding unless and until the United States Department of Energy, through the New Hampshire Department of Energy, provides written authorization for those activities.

The New Hampshire Department of Administrative Services is responsible for identifying and promptly notifying the New Hampshire Department of Energy of any extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with the "integral elements" (as contained in [10 CFR Part 1021, Appendix B](#)) as they relate to a particular project; and activities restricted elsewhere in Award No. DE-SE0000204.

The New Hampshire Department of Administrative Services agrees to complete the online United States Department of Energy training on NEPA and Historic Preservation at www.energy.gov/node/4816816.

MOU Exhibit E (FFATA Requirements)

**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:

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

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

The Grantee 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 Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Grantee 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.

| | |
|---|--|
|  | <u>Charles M. Arlinghaus, Commissioner</u> |
| Grantee Representative Signature | Authorized Grantee Representative Name & Title |
| <u>Department of Administrative Services</u> | <u>4/17/26</u> |
| Grantee Name | Date |

FORM A

The Grantee certifies that the responses to the below listed questions are true and accurate.

1. The UEI number for your entity is: JK8ALG2TKJ58

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: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____