

QUESTIONS AND ANSWERS #2

RFP #2024-007  
REQUEST FOR PROPOSALS

NEW HAMPSHIRE DEPARTMENT OF ENERGY  
Home Electrification and Appliance Rebate Program (Sec. 50122)

	Questions	Answers																																			
2.	Has the state conducted any initial outreach to gauge interest in the program? If so, what responses has the state received?	Yes, the Department has conducted two written comment solicitation sessions and has received numerous consumers calls about when the rebates will be available.																																			
3.	Section IV states, “The implementer will receive a total of \$4,616,300.99 for services provided throughout the program. Funds will be distributed either on an achievement basis or as a percentage of funds every two years, whichever comes first.” How does the state plan to measure achievement?	The disbursement of funds occurs in four stages (referred to as Tranches), extending until September 30, 2031. Tranche 1 is granted upon successful completion of the Department’s application. Future tranches require submission of additional deliverables or milestones. In addition to these milestones, future tranches are granted upon successfully reaching minimum spending requirements to demonstrate progress in adherence to overarching program funding allocation rules for Low Income and Low Income Multifamily. Beyond the mandatory minimums, there are targets participants are encouraged to meet, although future funding is not contingent on reaching these target benchmarks.																																			
4.	Is there preference for issuing rebates downstream or at point of sale?	There is no preference, however, point of sale is required. Some participants may elect a mail in option.																																			
5.	Will there be a Qualified Product List with deemed savings for appliances and equipment?	There will be a qualified product list made available. Rebated appliance models must be ENERGY STAR certified and legal for distribution in the United States at the time of purchase. Heat pumps must be properly sized and must be ENERGY STAR certified for the heating and cooling functions. Dual-fuel models for stoves are not eligible.																																			
6.	<p><b>Executive Summary:</b> In order to better understand the scope and potential cost of implementing the NH HEAR Program, can the Department please provide additional detail on the amount of the \$34.749 million in funding slated to be received by the State of New Hampshire (as referenced in the Background section on page 3 of the RFP) that is expected to be made available to eligible residents in the form of rebates or technical assistance outside of the \$4.616 million available under this RFP (broken out by year, if known)?</p>	<p>The Department has submitted to the USDOE for approval the following financial breakdowns for the program:</p> <p><b>*Administrative expenses include the RFP costs for the implementer, costs associated with state staff, etc.</b></p> <table border="1" data-bbox="773 1373 1503 1451"> <thead> <tr> <th>CATEGORY</th> <th>Early Admin Funds</th> <th>Budget Tranche 1</th> <th>Budget Tranche 2</th> <th>Budget Tranche 3</th> <th>Budget Tranche 4</th> <th>Total Costs</th> </tr> </thead> <tbody> <tr> <td>Total Administrative Costs</td> <td>\$284,000.00</td> <td>\$1,453,479.00</td> <td>\$2,084,974.80</td> <td>\$1,737,479.00</td> <td>\$1,389,983.20</td> <td>\$6,949,916.00</td> </tr> <tr> <td>Total Rebate Funds: Rebate Delivery Costs</td> <td>\$0.00</td> <td>\$328,619.75</td> <td>\$394,343.70</td> <td>\$328,619.75</td> <td>\$262,895.80</td> <td>\$1,314,479.00</td> </tr> <tr> <td>Total Rebate Funds: Reimbursement Costs</td> <td>\$0.00</td> <td>\$6,621,296.25</td> <td>\$7,945,555.50</td> <td>\$6,621,296.25</td> <td>\$5,297,037.00</td> <td>\$26,485,185.00</td> </tr> <tr> <td>Total Costs</td> <td>\$284,000.00</td> <td>\$8,403,395.00</td> <td>\$10,424,874.00</td> <td>\$8,687,395.00</td> <td>\$6,949,916.00</td> <td>\$34,749,980.00</td> </tr> </tbody> </table>	CATEGORY	Early Admin Funds	Budget Tranche 1	Budget Tranche 2	Budget Tranche 3	Budget Tranche 4	Total Costs	Total Administrative Costs	\$284,000.00	\$1,453,479.00	\$2,084,974.80	\$1,737,479.00	\$1,389,983.20	\$6,949,916.00	Total Rebate Funds: Rebate Delivery Costs	\$0.00	\$328,619.75	\$394,343.70	\$328,619.75	\$262,895.80	\$1,314,479.00	Total Rebate Funds: Reimbursement Costs	\$0.00	\$6,621,296.25	\$7,945,555.50	\$6,621,296.25	\$5,297,037.00	\$26,485,185.00	Total Costs	\$284,000.00	\$8,403,395.00	\$10,424,874.00	\$8,687,395.00	\$6,949,916.00	\$34,749,980.00
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<p>7. <b>Executive Summary:</b> If known, can the Department delineate which of the following it expects to be part of this RFP versus through other sources of funds, and elaborate on the anticipated role of Program Implementer(s) regarding the following:</p> <ul style="list-style-type: none"> <li>a. Incentives paid directly to customers;</li> <li>b. Incentives paid to retailers, installation contractors or inspectors on behalf of customers;</li> <li>c. Cost of contractor recruitment, training, cost of compliance with / registration in SAM, data system set up, quality assurance;</li> <li>d. Legal expense;</li> <li>e. Cost of money (to cover the lag between customer payment and vendor reimbursement);</li> <li>f. Set up and maintenance of payment infrastructure and staffing; and</li> <li>g. Secure API set up.</li> </ul>	<p>The implementer will be contracted to run the rebate program in accordance with requirements set by the State and federal law. This RFP covers the program implementer performing the following actions:</p> <ul style="list-style-type: none"> <li>a. The implementer will be responsible for issuing rebates to customers. Rebate expenses will be paid out by the implementer and will then be billed to the state for reimbursement at least on a monthly basis.</li> <li>b. The implementer will issue rebates on behalf of customers. Rebate expenses will be paid out by the implementer and will then be billed to the state for reimbursement at least on a monthly basis.</li> <li>c. The implementer must have an active SAM registration to participate, but is expected to leverage existing data systems, delivery channels and community relationships to coordinate recruitment, education and outreach and training efforts as part of the RFP amount available.</li> <li>d. N/A - The implementer will be responsible for their own legal expenses related to their involvement as the program implementer.</li> <li>e. The implementer will issue rebates on behalf of customers, and then seek reimbursement from the state at least on a monthly basis.</li> <li>f. The implementer will be responsible for the set up and maintenance of a payment infrastructure and staff, but may leverage existing systems, networks and delivery channels under the RFP.</li> <li>g. The implementer will be responsible for connecting to the US DOE API and rebate tracking systems as part of the RFP, however, US DOE/PNNL has training and assistance available.</li> </ul>
<p>8. <b>Executive Summary:</b> Can the Department please elaborate on what is meant by the term “lifecycles” in the following sentence on Page 1 of the RFP: “expertise in .... implementation and oversight of rebate program delivery <i>and lifecycles</i>”?</p>	<p>Lifecycles in this context refers to all stages in a rebate workflow/process. The rebate lifecycle includes but is not limited to processing the initial request and qualification review, handling consumer questions, etc., processing/issuing the rebate coupon to the applicable entity, coordination of the contractor installation/inspections for required projects, rebate and utility data collection and reporting (as required), until final rebate reimbursement is received from the Department.</p>
<p>9. <b>Background:</b>  Can the Department elaborate on what is meant at the top of Page 4 by “fill funding gaps and/or partner with existing NH programs for electrification”?</p>	<p>There may be funding gaps in overall project expense coverage for low-income households and the Implementer will be expected to work cooperatively with existing programs. It is anticipated that the state’s Community Action Agencies will be heavily involved with this demographic through similar programs, such as the Weatherization Assistance Program (WAP) and the ratepayer funded, utility managed energy efficiency program NHSaves.</p>

10	<p><b>Background:</b></p> <p>Which of the following types of measures would be included under the electrification rubric:</p> <ol style="list-style-type: none"> <li>Heating and cooling equipment</li> <li>Hot water heating equipment</li> <li>Domestic cooking and laundry appliances</li> <li>Electric vehicles / transportation</li> <li>Lawn care equipment (mowers, blowers, trimmers, etc.)</li> <li>Solar technologies</li> <li>Panel upgrades</li> <li>Wire replacements/upgrades</li> </ol>	<p>The following measures must be included as part of the program’s design:</p> <ul style="list-style-type: none"> <li>Heat pump water heaters</li> <li>Heat pump for space heating and cooling</li> <li>Domestic appliances: electric stove, cooktop, range, oven or heat pump clothes dryer</li> <li>Panel upgrades</li> <li>Air sealing, insulation, and ventilation</li> <li>Wire replacements/upgrades</li> </ul> <p>Rebated appliance models must be ENERGY STAR certified and legal for distribution in the United States at the time of purchase.</p>
11	<p><b>Background:</b></p> <p>Can the Department please elaborate on what income qualification definitions are being applied when the RFP refers to ‘low-income households’ and ‘disadvantaged communities’ or if the applicant has leeway in how those terms are defined? For example, should the applicant use area median income, state median income, federal poverty guidelines, categorical definitions such as eligibility for LIHEAP, EAP, residency in an identified disadvantaged community (DACs), or some other methodology?</p>	<p>For this program and RFP, US DOE defines low-income households as households with income levels below 80% area median income (AMI).</p> <p>Disadvantaged communities are defined as underserved communities designated by the Climate and Environmental Justice Screening Tool (CEJST). (<a href="#">Explore the map - Climate &amp; Economic Justice Screening Tool (geoplatform.gov)</a>).</p> <p>It should be noted that there will likely be instances where a consumer is both a low-income household and located within a disadvantaged community. The Department does not have any leeway in how those terms are defined.</p> <p>Mindful of leveraging existing programs as much as possible, the program will allow categorical eligibility (<a href="#">Federal Programs Approved for Categorical Eligibility for DOE Home Energy Rebates ("Recognized Programs")</a>), including, but not limited to, LIHEAP and EAP. Additional funds may be available to assist with income verification expenses outside of this RFP contract amount.</p>
12	<p>Given the response in the first RFP Q&amp;A document, the implementer’s legal team needs some time to review and redline the Form P-37 to provide thoughtful exceptions. Will the Department please extend the due date to submit these exceptions to two more weeks (August 16, 2024)?</p>	<p>The Department declines to extend the Question Period for exceptions to the P-37 General Provisions.</p>
13	<p>Is the state willing to share a copy of their Application and State Implementation Blueprint (if submitted) to the U.S. DOE?</p>	<p>The program application is available on the Department’s website under RFP 2024-007 (<a href="https://www.energy.nh.gov/rules-and-regulatory/requests-proposals">https://www.energy.nh.gov/rules-and-regulatory/requests-proposals</a>).</p> <p>The program blueprints have not been submitted yet and are not available for review. We anticipate having a selected implementer provide input and feedback prior to submitting to US DOE for final approval.</p>

14	Did the Department’s Application request the U.S. DOE to approve virtual/remote home assessments and inspections? (i.e. For efficiency purposes, does the Department intend to allow for virtual/remote assessments/inspections under this program?	The Department did not request nor does it intend to allow virtual/remote home assessments and inspections for this program.
15	Section II. Scope of Service and Deliverables, #15 states the “Implementer will have the option to use provided software for data review and reporting.” What is the available software?	The available software/technologies available to the implementer are the US DOE rebate tracking system and API. The implementer will also have the option to utilize US DOE’s Quality Install Tool for qualified installation projects.
16	Section III. General Qualifications, is it permissible for one or more of the items to be attributed to a subcontractor and not the prime contractor? For example, the electronic rebate system experience may be attributed to one of the firms included in a consortium of firms bidding together as the Implementer.	The Implementer may subcontract services with the Department’s approval, but the Department will only contract with the prime contractor and will not accept any contractual or payment responsibility toward a subcontractor. The prime contractor will be liable for all services that are the subject of its contract, i.e., for any subcontractor’s performance. The Department will accept proposals from and contract with more than one contractor or prime contractor. Any such arrangement must be clearly described in detail in the proposal. The Department reserves the right to accept all or a portion of any proposal, and to contract with more than one entity to obtain the full suite of services necessary.
17	Section IV. Funding section states that funds will be distributed on either an achievement basis or as a percentage of funds every two years, whichever comes first. What are the achievement milestones anticipated?	The disbursement of funds occurs in four stages (referred to as Tranches), extending until September 30, 2031. Tranche 1 is granted upon successful completion of the Department’s application. Future tranches require submission of additional deliverables or milestones. In addition to these milestones, future tranches are granted upon successfully reaching minimum spending requirements to demonstrate progress in adherence to overarching program funding allocation rules for Low Income and Low Income Multifamily. Beyond the mandatory minimums, there are targets participants are encouraged to meet, although future funding is not contingent on reaching these target benchmarks.
18	Section V. Components of Proposal, #4 – is the Department seeking resumes and experience for all personnel to be assigned over the life of the program, or only key personnel?	Key personnel resumes will be sufficient.
19	VIII. General Conditions, #9 states that there will be 3 Exhibits to the contract. Are those Exhibits available? Specifically, does the Department anticipate an Exhibit A with Special provisions that will need to be approved? (If this is a result of contract negotiations, please confirm.)	Exhibit A will contain amendments or additions to the General Provisions of the P-37, some of which may occur as a result of laws (such as Executive Orders), some of which may occur as a result of the exception process during the Question Period, and some of which may be required by the nature of the bids received. Exhibit B will contain the scope of work, which will reflect the requirements of the RFP, State-accepted terms of a proposal, and terms required by the nature of the awarded proposal. Exhibit C will contain terms based upon the State payment system and compensation terms and structures acceptable to the State. These Exhibits will be prepared during the negotiation / contracting phase.

20	Is there an alternative to the Corporate Resolution (CVA) document for implementers that are partnerships?	A partnership must create a form and provide documentation demonstrating that it has been legally formed (casual partnerships not permitted) and registered to conduct business in the State of New Hampshire, must demonstrate that the partnership voted to perform the services and enter the contract in accordance with its partnership agreement, and must demonstrate that the person signing the contract has authority to do so and to bind the partnership and each individual partner.
21	Does the Department plan on applying for and/or requesting assistance to administer the Home Efficiency Rebates (HER) under IRA Section 50121 as well.	Yes.
22	Would the Department accept partial proposals for specific aspects of the RFP scope - such as customer engagement and data access - to evaluate alongside implementer responses to assess specific best in class solutions that are implementer agnostic, with the anticipation that the vendor would work with the chosen Implementer?	The Department will accept partial proposals. The Department reserves the right to accept all or a portion of any bid, and to contract with more than one entity to obtain the full suite of services necessary.
23	How does Item 6 in the scope of work - perform post installation inspections and data collection - play out in the instance of a point-of-sale rebate? Would the department consider collecting this data as part of the enrollment process?	No, post installation inspections are only required for projects including a heat pump for heating and cooling and certain data elements are required. The implementer will be responsible for issuing the rebates and then coordinating the post installation requirements are met before the Department will issue reimbursement on the rebate.
24	Regarding Section III. General Qualifications, subsection 4: Are there any community-based organizations that NH DOE prefers the implementer work with on this project?	The Department does not endorse any specific organizations, but utility-based organizations, the statewide community action agencies, NH Housing, etc. all have valuable networks and information that an implementer could benefit from.
25	Regarding Section VII. What are the expectations for the three-year post-program period for technical support, data retention, and records management? Will there be any additional funding or resources provided for these activities?	There will be no additional funding for the three-year post-program period. The expectation is that the Implementer will retain records per state standards, and that records are released to the Department when requested.
26	Can the NH DOE please describe its reimbursement structure and anticipated invoicing frequency? Would NH DOE consider establishing pre-funded escrow accounts to expedite reimbursement?	The Department will not establish a pre-funded escrow. The Proposer will be required to send over invoices at least on a monthly. Reimbursement will occur no more than 30 days once invoice is received
27	Regarding Section II Subsection C. "Leverage existing rebate delivery channels or establish a method to incentivize contractors to work in the CEJST identified disadvantaged communities" - what rebate channels currently exist?	The Department does not endorse any specific organizations, however, there are existing programs that currently operate within the state, namely the federally funded Weatherization Assistance Program (WAP) and the ratepayer funded, utility managed energy efficiency program NHSaves.
28	P-37, 3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.  Section 3.3 needs discussion/revision in that the nature of the contemplated services does not neatly fit into the concept of a 'completion date.'	The Department must include a completion date in the contract. The completion date will be stated as a seven year period – and initial 4-year service period followed by 3 years of post-servicing obligations. The initial service period may be extended up to 4 years. If the initial service period is extended a new completion date will be stated, with the post-servicing completion obligation also being extended.

29	<p>P-37, 3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.</p> <p>Section 3.3 needs discussion/revision in that our fees are exclusive of travel expenses associated with client-requested on-site visits at a client location, and we would expect to be reimbursed for those expenses if on-sites are requested.</p>	<p>The Department normally does not pay for expenses including travel, even though travel is sometimes necessary; however, the Department is willing to negotiate payment of travel expenses. Any proposer that does not include travel expense in their rates as overhead, should separately state and bid their travel expenses for scoring purposes. For the Department to agree to pay travel expenses, travel expenses must have been quoted in the proposal's pricing information and will be included in price limitation of the contract.</p>
30	<p>P-37, 3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.</p> <p>Section 3.3 needs discussion/revision regarding the limit of liability as it pertains to confidentiality breach, IP infringement, license terms/restrictions, IP Protection.</p>	<p>The Department will not negotiate a limit of liability. Proposers should make sure to carry adequate liability insurance.</p>
31	<p>8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:</p> <p>8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;</p> <p>8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or</p> <p>8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both</p> <p>Section 8 needs discussion/revision as it pertains to Implementer's right to cure, particularly as it pertains to New Hampshire's remedies in sections 8.2.2-8.2.4.</p>	<p>The Department will negotiate a right to cure, but not otherwise.</p>

<p>31 33.9.1 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.</p> <p>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.</p> <p>Section 9 needs discussion/revision as it pertains to New Hampshire's right to terminate for convenience at any time, as it pertains to the business arrangements between the parties, the right to refund of annual license Fees (if any) upon a termination for convenience, and payment for any transition services.</p>	<p>The Department will not pay separately for preparation of a termination report or for preparation of a transition plan for Services; it is a basic obligation of the Agreement. The Department will not negotiate this term. The Department will also expect a prorated refund of any license fee paid based upon the term of the license, which must be at least coextensive with the contract completion date. Any proposer that does not intend to refund value for terminated licenses should specifically so state in its proposal and include such costs in their pricing information for scoring purposes.</p>
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