

QUESTIONS AND ANSWERS #3

RFP #2024-007
REQUEST FOR PROPOSALS

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

	Questions	Answers
34.	Will the Department issue a separate RFP for IT resources to support the programs or is the implementer responsible for providing/procuring those?	No additional RFPs will be issued, the implementer will be responsible for developing and/or leveraging or procuring their own rebate processing systems while also connecting with US DOE's API/rebate tracking program software for reporting and rebate tracking purposes. Additional training and materials will be provided by US DOE/PNNL.
35.	As an initial matter, their agreement does not capture many necessary elements of the specific transaction at hand [e.g., licensing, IP ownership/protection, Confidentiality (adequately), application support services, Cloud Services, professional services, etc.] and, as such will likely need to be supplemented by an integrated version of our agreement (which might be incorporated as Exhibits B/C in the context of their agreement).	<p>Proposers should describe these elements in their proposal, and how they intend to implement them. Normally, the State takes ownership of any Property as defined in General Provision 10.1 of Form P-37. Proposers should state in their proposal whether they would intend to take ownership of such Property and license it, and the proposed terms of the license, and adjust their pricing accordingly for scoring purposes. Cloud services, software usage, web design and accessibility, and any other computer-based service will be subject to appropriate terms prepared by the NH Department of Information Technology.</p> <p>It is worth noting that this RFP was not written with a goal of procuring a 'Software as a Service Solution' type of product. If a bid is submitted in response to this RFP with 'Software as a Service Solution' type of product, the proposer will need to conform with the requirements imposed by the state's Department of Information Technology (DoIT). Those requirements, which vary depending on the product, would be discussed during the contracting phase.</p>

<p>36.</p>	<p>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.</p> <p>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.</p> <p>Section 10 is grossly overbroad in that it could be readily interpreted to transfer title to IP. That transfer is perhaps not intended by New Hampshire, but needs discussion/revision as it pertains to any implementer-developed technology/IP of whatever sort to foreclose any possibility of IP/ownership transfer. To be clear, this proposer does not and will not agree to transfer of title to any of its product or service or implementer-developed technology, IP, or other property of any sort.</p>	<p>Section 10 applies only to things developed or obtained during the performance of, or acquired or developed by reason of an Agreement funded by the Department, including computer programs. That requirement is intentional. The section does not apply to preexisting Property and would not transfer title to implementer’s existing Property. The Department is willing to negotiate ownership of Property. Any proposer that intends to retain ownership of Property as defined in 10.1 should so state in its proposal, describe the Property it intends to retain ownership of, and modify its pricing accordingly, for scoring purposes.</p>
<p>37.</p>	<p>Throughout the RFP it states that the implementer will be responsible for developing (or leveraging existing) user interfaces and systems for applicant to use for the rebate processing. Is the state currently using any existing interfaces or systems for rebate processing? If so, which systems?</p>	<p>No, the Department is not currently using any systems for rebate processing. The implementer will be responsible for developing and/or leveraging their own rebate processing systems and user interfaces.</p>
<p>38.</p>	<p>Section II, 15 states “The Implementer will have the option to use provided software for data review and reporting.” What software does the state plan to provide?</p>	<p>The Department expects that the implementer will utilize and connect with US DOE’s API/rebate tracking program software for reporting and rebate tracking purposes. Additional training and materials will be provided by US DOE/PNNL.</p>

39.	<p>We saw the RFP for HEAR and noticed there were no requirements for data access. It is our experience so far that states have included data access requirements. Do you anticipate this being a part of the HEAR program implementation? If so, will there be additional funding available for this requirement. If not, will that be a component of the HOMES/HER RFP? How does the Department plan to coordinate the implementation of HOMES and HEAR with separate procurements?</p>	<p>To facilitate program data sharing, program audits, and program evaluations, this program will collect household information as required in the Data & Tools Requirements Guide (IRA Home Energy Rebates: Data And Tools Requirements Guide Department of Energy). For home energy assessment data required to be submitted to US DOE, data for all applicable building types (single-family and small multifamily) must be consistent with the HPXML Data Dictionary v3 or subsequent versions, and program systems must be capable of sharing the data using the HPXML Transfer Standard (BPI-2100) or subsequent versions. Home energy assessment data for large multifamily buildings must be consistent with BuildingSync. All other data must be collected in the format appropriate to be shared with the US DOE central database. Data that States must collect but that is not required to be submitted to US DOE must be retained and accessible upon request by US DOE for purposes of compliance and evaluation.</p> <p>To ensure the Department is addressing data security and privacy, the implementer must implement risk-based security controls, which must include documentation of a privacy and security risk assessment, rationale for categorizing the system, method for determining the risk impacts, and risks associated with data sharing. A copy of the privacy and risk assessment of systems must be provided to US DOE at least 60 days prior to planned rebate program launch and will be included with the Department's program blueprints. No additional funding will be provided.</p> <p>Security and privacy controls must be reviewed by an independent third party at least once every three years. Implementers must have documented processes in place to monitor and address issues in a timely fashion. US DOE may request copies of risk assessments, documentation from independent reviews, and/or documentation of risk or threat mitigation measures at any time.</p> <p>The HOMES program will issue a separate RFP to address specific utility data access plans and additional requirements for that implementer to adhere to for that program.</p>
40.	<p>Section 12 (Assignment, Delegation, Subcontracts) needs discussion/clarification and revision in light thereof.</p>	<p>Due to state requirements for competitive bidding, the Department is not willing to negotiate this term.</p>
41.	<p>Section 13 (Indemnification) needs discussion/clarification and revision in light thereof.</p>	<p>The Department is not willing to negotiate this term.</p>

42.	Section 14 (Insurance) needs discussion/clarification and revision in light thereof.	This section states minimum insurance requirements. The Department may require additional or different insurance at Implementer's cost based upon the nature of the selected proposal. The Implementer is free to obtain additional insurance at its own cost if it believes the insurance required by the Department does not cover the Implementer's liability.
43.	Some discussion/negotiation/revision will be necessary to conform P-37 to the nature of the anticipated transaction, and that this proposer reserves its right to so communicate, discuss, and conform the agreement and its attachments with New Hampshire.	Negotiation of the General Provisions of the P-37 must occur during the Question Period, unless the Department agrees to negotiate a specific term. The Department does not agree to a general reservation of rights to conform the P-37 General Provisions to a proposer's own forms.
44.	Would the Department consider including a limitation of liability for the Implementer?	No.
45.	Would the Department consider making the termination provision mutual or adding a provision to allow Implementer to terminate if continued performance would impair Implementer's ability to comply with professional standards?	No.
46.	Would the Department consider limiting Implementer's indemnification obligations to claims brought by third parties arising from Implementer's negligence or willful misconduct?	No.