

CLARIFYING QUESTIONS AND ANSWERS

DOIT #2024-060

DEPARTMENT OF INFORMATION TECHNOLOGY
on behalf of the
NEW HAMPSHIRE DEPARTMENT OF ENERGY

REQUEST FOR PROPOSALS

HOME ENERGY ASSISTANCE PROGRAM SOFTWARE SHOLUTION

Original Question #	Questions	Answers
34.	<p>Response states, any overcollection is submitted monthly to an account, the EAP Fund, held by the NH State Treasurer on behalf of the EAP. Payments to utilities who under collect compared to benefits paid are made monthly from the EAP Fund.</p> <p>Is the role of the selected software to determine eligibility?</p> <p>Is the role of the selected software to determine the tier level for the EAP discount?</p> <p>Is the requested software solution required to manage the track monthly overcollections and under collections in the EAP Fund?</p>	<p>Yes, the software will be determining eligibility for FAP and EAP.</p> <p>The EAP tier level will be determined by the software based on household size and income.</p> <p>The software solution is not required to track any EAP funding including monthly over or under collections.</p>
35. & 36.	<p>Responses state that the CAA's will distribute vendor payments.</p> <p>Would the CAA's also have access to the accounting functions in Business Requirement B2.3? Would the state consider making vendor payments for the FAP? This has been found to be a more efficient solution for many program grantees.</p> <p>When CAA's distribute payments to vendors, are they required to select/report which funding source is paying for the payments? Does there need to be a way to track the budget for each funding source by agency?</p>	<p>The Department will not be making payments to fuel vendors for the FAP. Payments to fuel vendors for FAP will be made by the CAAs.</p> <p>The CAAs would make payments to vendors for FAP. If the CAA uses the accounting system in the software, the system should allow for multiple accounts and provide the ability to select the account from which payment is being made. Payments would need to be tracked to a funding source/code.</p> <p>WAP will not be making payments through the system but requires the ability to create a vendor invoice and track where the funds have been allocated from.</p> <p>Each agency will have a budgeted amount for FAP benefits. This amount will need to be tracked in the system for payments and obligation limits by agency.</p>
18.	<p>The state estimated 175 users including all state employees and CAA staff. Can the state please clarify how many users will be internal and how many users will be external?</p>	<p>Estimates are as follows: CAAs – 165 users NHDOE – 10-15 An unknown amount would be on-line applicants. NH has not had this option available, so it is difficult to project.</p>

<p>43.</p>	<p>Will the State please revise the clause 5.4 of P-37 Agreement as per below?</p> <p><i>5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.</i></p> <p><i>5.4 Both The State's parties liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid.</i></p>	<p>No, the Department will not revise clause 5.4 of its P-37 Agreement.</p>
<p>43.</p>	<p>Will the State please revise clause 10.2 of P-35 Agreement as per below?</p> <p><i>10. PROPERTY OWNERSHIP/DISCLOSURE.</i></p> <p><i>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.</i></p> <p><i>State and Contractor agree that any Contractor Property or improvements thereto which are used, improved, modified or developed by Contractor under or during the term of the contract are the sole and exclusive property of Contractor pursuant to this Contract.</i></p> <p><i>Contractor will grant State a license to use, copy, modify prepare derivative works, publish and distribute, at no additional cost to State.</i></p>	<p>Please see the response provided to question 17 on March 14th, regarding applications developed by the contractor. With regard to improvements and modifications to property owned by the contractor prior to the effective date of the contract, the department is willing to discuss modifying paragraph 10.2 once “Contractor Property” is more specifically defined and identified, and may or may not agree to such language depending whether the State opts for ownership of the resulting application and the nature of the “Contractor Property” and the improvements thereto.</p>
<p>43.</p>	<p>Will the State please remove "indirectly" from the below indemnification clause?</p> <p><i>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.</i></p>	<p>No, the Department cannot modify the indemnification clause.</p>