



# Maryland

**DEPARTMENT OF HOUSING  
AND COMMUNITY DEVELOPMENT**

Application for Funding

**LOCAL WEATHERIZATION AGENCY SERVICES**

Issue Date: July 22, 2024

STATE OF MARYLAND  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

KEY INFORMATION SUMMARY SHEET

Request for Applications: Local Weatherization Agency Services

Funding Source: U.S. Department of Energy (DOE) Weatherization Assistance Program (WAP) and EmPOWER Maryland

RFA Issue Date: July 22, 2024

RFA Issuing Office: DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

Application Monitor: Kiahnna Burney  
Department of Housing and Community Development  
7800 Harkins Road  
Lanham, MD 20706  
Phone: (301) 429-7793  
e-mail: Kiahnna.Burney@Maryland.gov

Applications are to be sent to: Kiahnna.Burney@Maryland.gov

Questions: Written questions shall be submitted via e-mail to the Application Monitor. Please identify in the subject line the Solicitation Title. All questions must be received by September 5, 2024, 3:00 p.m.

Application Due (Closing)  
Date and Time: September 5, 2024, 5:00 p.m. Local Time

Grant Duration: Three (3) years.

# Table of Contents

<b>SECTION 1 – MINIMUM QUALIFICATIONS</b>	<b>5</b>
1.1 Subgrantee Minimum Qualifications	5
<b>SECTION 2 – SCOPE OF WORK</b>	<b>5</b>
2.1 Summary Statement	5
2.2 Background and Purpose	5
2.3 Funding Estimates for Service Area	6
2.4 Program Administration	8
2.5 Scope of Work - Requirements	8
<b>SECTION 3 – GENERAL REQUIREMENTS</b>	<b>145</b>
3.1 Insurance Requirements	155
3.2 Security Requirements	166
3.3 Problem Escalation Procedure	166
3.4 Invoicing	177
3.5 Substitution of Personnel	189
<b>SECTION 4 – APPLICATION PROCESS</b>	<b>211</b>
4.1 Application Due (Closing) Date and Time	211
4.2 Multiple or Alternate Applications	211
4.3 Public Information Act Notice	211
4.4 Award Basis and Assignment of Work	211
4.5 Oral Presentation	222
4.6 Revisions to the RFA	222
4.7 Cancellations	222
4.8 Incurred Expenses	222
4.9 Subgrantee Responsibilities	222
4.10 Mandatory Terms and Conditions	233
<b>SECTION 5 – APPLICATION FORMAT</b>	<b>244</b>
5.1 Applications	244
5.2 Proposal Requirements	<b>Error! Bookmark not defined.</b>
<b>SECTION 6 – EVALUATION AND SELECTION PROCESS</b>	<b>29</b>
6.1 Evaluation Committee	29
6.2 Application Review Process	29
6.3 Evaluation Criteria	29
6.4 Selection Procedures	290
6.5 Documents Required upon Notice of Recommendation for Grant Award	300
<b>RFA ATTACHMENTS</b>	<b>311</b>

ATTACHMENT A – WAP RFA APPLICATION QUESTIONS	322
ATTACHMENT B – PROGRAM OPERATIONS MANUAL (POM)	333
ATTACHMENT C – GRANT AGREEMENT	344
ATTACHMENT D – SWS ALIGNED MARYLAND FIELD GUIDE	35
ATTACHMENT E – 2024 EmPOWER PRICE LIST	36
ATTACHMENT F – HVAC PRICE LIST	37
APPENDIX 1: Abbreviations and Definitions	38

## SECTION 1 – MINIMUM QUALIFICATIONS

### 1.1 Subgrantee Minimum Qualifications

The Subgrantee must provide proof with its Application that the following Minimum Qualifications have been met:

- The Subgrantee must be a Community Action Agency (CAA), or other public or nonprofit entity as recognized by federal and State laws pursuant to [federal regulations, 10 CFR 440.15](#) available electronically.
- Non-profit organizations must have an active board of directors and be organized in accordance with applicable laws of the State of Maryland. DHCD staff will review applications and supporting documentation to determine compliance with federal and State criteria. If all threshold criteria are satisfied, the application will be evaluated against the selection criteria.
- The Subgrantee must (1) be registered in the [System for Award Management \(SAM\)](#) before submitting its application; (2) provide a valid UEI number in its application; and (3) continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration for federal award.

## SECTION 2 – SCOPE OF WORK

### 2.1 Summary Statement

The Department of Housing and Community Development (“Department” or “DHCD”) is issuing this request to acquire additional Local Weatherization Agencies (LWA’s) to perform weatherization and energy efficiency services generally including the installation of energy efficiency materials and equipment and performing repairs and other work for the health and safety of income eligible dwelling units, funded by the Federal Weatherization Assistance Program (“WAP”), EmPOWER Maryland’s Limited Income Programs, and any other funding source that may become available.

This request is also being issued for existing LWA’s to respond.

- It is DHCD’s intention to obtain services, as specified in this RFA, through Grant Agreements between the selected Subgrantees and the State. The anticipated duration of services to be provided under this Grant Agreement is three (3) years. However, the term may be modified by DHCD in a manner that best benefits the State.
- A Subgrantee, either directly or through its contractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation for the areas for which it submits an application, and the successful Subgrantee(s) shall remain responsible for Grant performance regardless of contractor participation in the work.
- If multiple Subgrantees are awarded agreements, DHCD will assign work as needed based upon the assignment that is most advantageous to the State. Work will be assigned by county or Baltimore City according to DHCD and Program needs.

### 2.2 Background and Purpose

The U.S. Department Of Energy (DOE) Weatherization Assistance Program (WAP) provides funds to increase the energy efficiency of dwellings owned or occupied by low-income persons or to provide such persons renewable energy systems or technologies, reduce their total residential expenditures, and improve their health and safety, especially low-income persons who are particularly vulnerable such as the elderly, persons with disabilities, families with children, high

residential energy users, and households with high energy burden.

The Department assists in providing safe and affordable housing to the State’s vulnerable low/moderate income population. The Department is able to assist in this mission by implementing programs that promote energy efficiency through various funding sources such as the federal DOE WAP, EmPOWER Maryland, federal Low Income Home Energy Assistance Program (LIHEAP), and other funding sources made available to the Department. The Department often leverages different funding sources to maximize the delivery of program benefits. The successful Subgrantee will serve as the provider for the DOE WAP and may therefore be eligible to receive other Department funding sources for related services contingent upon funding availability. Specific requirements to receive EmPOWER Maryland funds and LIHEAP funds are noted in this RFA.

The Department is seeking applications from qualified Applicants to provide weatherization and energy efficiency services to the low income population including energy audits; energy efficiency and weatherization work as well as health and safety activities such as but not limited to the removal/disposal and replacement of inefficient or not functioning heating, ventilation, and air conditioning (HVAC) and domestic water heating equipment with high efficiency equipment and materials, and perform quality control inspections on completed units. Households must be determined income-eligible in order to receive weatherization services through the federal grant associated with this RFA.

### **2.3 Funding Estimates for Service Area**

The Subgrantee(s) chosen through this competitive process will be offered a DOE WAP 2025 Grant Agreement that will end on June 30, 2026. It is anticipated that the successful applicant(s) will become the ongoing network provider for the WAP. The estimates for funding are for planning purposes for the release of the RFA and may vary slightly.

The estimated funds to be granted are below and are to be utilized to cover the program’s costs related to administration, direct program staff costs, and for the provision of services. The Department will give preference in awarding the funds to applicants that currently administer WAP funds for the Department. The Department reserves the right to determine which counties to award to applicants based on the needs of the program and the service area.

Through this RFA the Department is seeking WAP weatherization providers for 23 counties and Baltimore City. The Subgrantee can apply for one or more of the counties detailed below. Each Subgrantee will indicate in the application the county or counties they will service. Only one application which lists all of the counties being requested is required. Multiple applications from the same Subgrantee will not be accepted.

<b>County</b>	<b>Estimated Allocation for DOE PY2025</b>	<b>Estimated Allocation for DOE BIL PY2025</b>	<b>Estimated Allocation for EmPOWER Weatherization CY 2024-2026</b>	<b>Estimated Allocation for MEAP PY2025</b>
Allegany	\$ 78,314	\$ 171,510	\$ 938,616.51	\$ 88,080.61
Anne Arundel	\$ 197,183	\$ 431,837	\$ 3,456,939.29	\$ 324,402.26
Baltimore County	\$ 455,548	\$ 997,665	\$ 7,957,437.51	\$ 746,733.01

Calvert	\$ 25,522	\$ 55,894	\$ 456,944.71	\$ 42,880.10
Caroline	\$ 26,221	\$ 57,425	\$ 495,807.59	\$ 46,527.02
Carroll	\$ 55,239	\$ 120,975	\$ 914,142.60	\$ 85,783.95
Cecil	\$ 59,435	\$ 130,164	\$ 1,099,131.58	\$ 103,143.48
Charles	\$ 58,036	\$ 127,101	\$ 1,090,523.51	\$ 102,335.70
Dorchester	\$ 36,010	\$ 78,864	\$ 486,102.42	\$ 45,616.28
Frederick	\$ 81,460	\$ 178,401	\$ 1,599,960.54	\$ 150,141.72
Garrett	\$ 25,872	\$ 56,659	\$ 358,711.52	\$ 33,661.81
Harford	\$ 113,625	\$ 248,842	\$ 1,813,980.63	\$ 170,225.56
Howard	\$ 77,265	\$ 169,213	\$ 1,723,258.39	\$ 161,712.10
Kent	\$ 15,033	\$ 32,924	\$ 197,310.32	\$ 18,515.78
Montgomery	\$ 392,268	\$ 859,079	\$ 7,640,373.83	\$ 716,979.47
Prince Georges	\$ 441,564	\$ 967,038	\$ 8,644,352.55	\$ 811,193.73
Queen Anne	\$ 22,375	\$ 49,003	\$ 300,185.12	\$ 28,169.64
St. Marys	\$ 45,100	\$ 98,771	\$ 829,412.25	\$ 77,832.78
Somerset	\$ 27,969	\$ 61,253	\$ 333,562.47	\$ 31,301.80
Talbot	\$ 20,627	\$ 45,174	\$ 346,221.38	\$ 32,489.72
Washington	\$ 111,877	\$ 245,014	\$ 1,747,647.90	\$ 164,000.83
Wicomico	\$ 102,437	\$ 224,341	\$ 1,363,449.77	\$ 127,947.34
Worcester	\$ 40,905	\$ 89,583	\$ 522,349.12	\$ 49,017.71

Baltimore City	\$ 986,264	\$ 2,159,949	\$ 8,965,256.10	\$ 841,307.60
----------------	------------	--------------	-----------------	---------------

EmPOWER funds will be coordinated based on the selected Subgrantee’s production capability in the respective counties.

**Service Area Coverage Requirement**

Subgrantees interested in responding to this RFA are encouraged to submit an application for one or more of the counties listed above.

Subgrantees must be able to accept applications for program benefits at sites that are geographically accessible to all households in the service area. Furthermore, Subgrantees must provide accessibility to applications for low-income individuals who are physically unable to submit applications in person; or do not have the means to travel to the sites at which such applications are accepted by the Subgrantee.

**2.4 Program Administration**

Awardees must operate the DHCD programs in accordance with the:

- U.S. Department of Energy - Weatherization Assistance Program for Low-Income Persons - Title 10 Code of Federal Regulations (CFR), Part 440
- Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as applicable at Title 2 CFR Part 200
- DOE WAP Annual Application for Funding (State Plan)
- State of Maryland Program Operations Manual (POM) version 2-2024, or as amended from time to time.
- Standard Work Specifications (SWS) aligned Maryland Field Guide

Subgrantees should review each of these documents to fully understand all requirements for program administration.

**2.5 Scope of Work - Requirements**

**Application Service System:**

Subgrantee shall have in place or be able to establish a service delivery system to provide weatherization services to low income persons throughout the identified service area. The service delivery system must include, but not be limited to, staff who are able to effectively conduct client intake, make eligibility determinations, provide information and referrals for other benefits and programs that individuals may be eligible to receive, and coordinate services with local providers (city, county, state agencies, faith based organizations, non-profit organizations, for profit entities, etc.).

The Subgrantee shall be responsible for:

- Conducting outreach to solicit applications from eligible households and owners of potential weatherization projects. When demand exceeds available funds, applicants are placed on a wait list or serviced with other available weatherization funds.
- Reviewing applications and determining whether additional information is needed.
- Verifying income and documenting eligibility.
- Certifying eligibility by signing the application.



- Providing service in accordance with federal regulation 10 CFR 440.16, based on priority to the particularly vulnerable customers such as the elderly, persons with disabilities, families with children, high residential users, and households with high energy burden.

## **Weatherization and Energy Efficiency Work**

Subgrantee shall provide weatherization and energy efficiency work for each housing unit, which may include one or more health and safety and energy efficiency measures to improve the energy and thermal efficiency of the household unit and enhance the health and safety of the unit and its occupants when feasible. Commonly installed measures include insulating and air sealing the building shell and ductwork; installing ventilation fans; removing existing inefficient lighting and installing energy efficient lighting; removing and properly disposing of inefficient HVAC, domestic water heating, and other appliances and installing high efficiency equipment, or cleaning and tuning existing HVAC equipment; making structural repairs; and installing such items as thermostats, and carbon monoxide and smoke detectors. See federal regulations, [10 CFR 440 Appendix A](#) for a list of specific measures available electronically as well as additional federal guidance via [WPN 23-6 Attachment 7 Appendix A to Part 440](#). Minor electrical or plumbing repairs may be required to facilitate the installation of energy efficiency measures. All work will follow the Standard Work Specifications (SWS) aligned Maryland Field Guide and Weatherization Program Operations Manual (“POM”), as may be amended from time to time (see separate Attachment B). Quality control inspections will be performed on 100% of completed units. Applicable procedures include:

The Subgrantee shall be responsible for:

- Utilizing the Hancock Energy Software (HES) and Hancock Energy Audit Tool (MINT/HEAT) application or other energy program software as determined by DHCD for tracking all stages of work in real-time (within one (1) week of actual activity) including lead contact attempts, project comments, energy audits, work orders, quality control, and invoicing.
- Generating the majority of the customer leads necessary to fulfill production goals through outreach and marketing activities. Self-generated leads may include multi-family properties or individual customers.
- Certifying and approving the applications of categorically eligible customers for their services.
- Notifying the customer of the eligibility status, educating customers on goals and process of the energy efficiency program, and scheduling an energy audit in accordance with the POM no later than 30 days after certifying the application and/or receiving the assigned lead from DHCD.
- Having owners and tenants sign all necessary documents for efficient program administration.
- Completing and providing all documentation as required in the POM, including, but not limited to: Energy Assessment Agreement, Building Owner Agreement and Tenant Synopsis, Utility Consent Form (if applicable), Quality Control Inspection Form.
- Entering into contracts with property owners for all work to be completed, as required by Maryland law. Contractors are not instrumentalities or agents of the State of Maryland. Contractors enter into agreements with property owners for all services to be provided from the Contractor to the property owner. The Department pays for those services, but is not a party to that agreement.
- Conducting an energy audit in accordance with program guidelines, identifying all possible energy saving opportunities, and modeling a package of feasible improvements for the housing unit that meets program efficiency requirements. Measures that were identified, but not included in the work scope must be documented as well; including documenting why the measure was not included. Leveraging different funding sources wherever applicable is required. Identifying additional services such as the potential for the home to be electrified or connected to renewable energy sources.
- Evaluating the readiness of a home for electrification, including the capability of breaker boxes and wiring to accommodate home electrification, and any other measures that are necessary for electrification.
- Preparing a work order in accordance with program guidelines, including the [Standard Work Specifications \(SWS\)](#) and [Maryland Field Guide](#)
- and using DHCD’s software programs for each audited household unit detailing weatherization services to be provided.

- Obtaining permits for work performed as required by the local building authority having jurisdiction.
- Completing work as indicated in the work order and according to Program requirements and procedures detailed in the SWS aligned Maryland Field Guide, local code requirements, POM, manufacturer installation instructions, and any applicable laws.
- Performing technical diagnostics in accordance with the SWS aligned Maryland Field Guide and BPI Standards, including blower door testing, combustion safety analysis, and zonal pressure testing. Documenting diagnostic results as applicable in the HES.
- Managing the installation of skilled trades measures, including but not limited to those provided by licensed plumbers, electricians, and HVAC personnel.
- Inspecting 100% of the completed work by a certified quality control inspector to verify quality control and completion as indicated in the work order, including additional diagnostic testing as described in the POM. The quality control inspection (QCI) cannot be performed by any individual involved with the work performed on the unit.
- Providing occupant education to maximize energy savings through occupant understanding of energy efficiency issues and behavior changes. Occupant education will include a review of measures installed, distribution of energy education materials, and building-specific energy saving behavior changes as identified by the energy audit.
- Identifying additional resources and programs as applicable to address conditions or opportunities found in customer homes, such as rehabilitation programs, other DHCD funding sources, or renewable energy programs. Providing information to customers, making recommendations to apply for such programs, and performing initial eligibility analysis (e.g. for solar panels).
- Evaluating the readiness of a home for on-site solar systems (rooftop or ground mounted), including assessing the visual integrity, orientation, and shade factor of the roof or ground site to accommodate a solar system.
- Maintaining confidentiality of all personal identifiable information (“PII”) to which Subgrantee has access in accordance with state and federal laws, regulations, and rules, and the Department’s standards. A separate confidentiality agreement may be required.
- Maintaining an active role in each job assigned and is responsible for accurate execution of work and reporting on any in-process job even when contractors perform the work. The Subgrantee shall not utilize a contractor for any administrative responsibilities, including, but not limited to verifying income and documenting eligibility, invoicing, submission of quarterly financial statements and other reporting.
- Labor and material shall have a one (1) year warranty from the date the equipment is determined to be installed in accordance with manufacturer specifications.

DHCD will inspect a minimum of 10% of completed units for quality assurance.

### **Emergency Heating and Cooling Services (MEAP)**

Subgrantees can opt to provide emergency heating and cooling system replacements and repairs using federal LIHEAP funds. Services generally include the assessment of failed HVAC or water heating systems, the installation of new HVAC systems or performing repairs, and other work to restore functioning heating, cooling, or water heating.

From November 1 (October 1 in Garrett County) - March 31 (“no heat season”) DHCD provides crisis heating system repair and replacement for applicants with non-functioning heating systems.

From June 1 – September 30 program funding may be utilized to repair/replace non-functioning or inefficient cooling equipment.

From April 1 - September 30 the program provides the replacement/repair of non-functioning water heaters.

In general, the same steps as described for weatherization work apply, with the following additional considerations. Crisis repairs or replacements during the heating season follow an expedited timeline.

- Subgrantees must schedule an assessment of the HVAC systems within 8 hours of receiving the assigned lead from DHCD
- Subgrantees must resolve the energy crisis within 5 days of being assigned the lead from DHCD. In the event a household is facing a life-threatening heating situation as defined by COMAR 07.03.21.10, the Subgrantee must establish a plan to provide some form of heating assistance that will resolve the energy crisis within 36 hours of receiving the assigned lead from DHCD. The expedited service required is waived from April 1st through September 30th of each Program Year.

### **Maintenance and Education Services (MEET)**

Subgrantees shall provide follow-up maintenance services through DHCD's MEET program. The Maryland Energy Efficiency Tune-up ("MEET") program is intended to extend the life of installed energy measures for participants and increase long term energy savings via ongoing maintenance of installed equipment. The MEET Program's Scope of Work consists of a system maintenance component to provide necessary repairs and prevent the deterioration of energy saving equipment through repeated upkeep.

The MEET program is available to clients who have received weatherization through EmPOWER LIEEP within 5 years prior to their MEET application. The scope of work includes the following tasks:

- Actively promote the program to any potentially eligible individual encountered through any of the Subgrantee's regular business activities.
- DHCD will provide lists of clients who have received prior weatherization services on a quarterly basis. The Subgrantee shall contact all individuals on such lead lists and provide MEET applications to them.
- Provide a MEET application to each client after completion of its weatherization projects. The application packet must include a brochure on the goals and process of the program and a client application form.
- Screen program applications and verify that the applicant has received EmPOWER LIEEP services within the past 5 years.
- Schedule a site visit with each client. Site visits are estimated to take from 1-2 hours. Each site visit must be performed by a trained individual to engage in personalized communication with each client to determine the current status of energy saving measures and identify the need for repair of energy saving equipment.

The site visit includes the following tasks:

- a. Analyze the 12 most recent months of energy consumption data. Identify any unusual patterns and recommend solutions.
  - b. Physically examine the condition of energy-related components of the home to evaluate whether energy equipment has been changed or tampered with, or whether maintenance, such as the replacement of air filters, has been neglected. Identify whether opportunities for additional energy saving measures exist, similar to those provided on the MEET program measure list. A check shall be performed on all existing energy systems to assess, at a minimum: condition of refrigerator coils, refrigerator temperature set points, water heater tank condition, hot water temperature set point, thermostat settings, condition of air filters, condition of heating and cooling systems, burnt-out light bulbs or use of inefficient bulbs, building envelope - new penetrations.
  - c. Install or perform direct install measures as needed and allowed by program measure list. Measures must be performed or installed, not be left behind.
  - d. Recommend any follow-up measures provided by other parties, such as Clean and tune of HVAC system.
  - e. Record all findings, recommendations, and installed measures on the Completion Form.
- Complete and provide all required documentation to DHCD, including, but not limited to: Participation Agreement, Utility Consent Form, Completion Form.
  - Document all project progress in DHCD's energy software. Each site visit has to be recorded as a new job. Any activity performed related to a job must be logged within one week of the activity occurring.

- Submit a proper invoice through DHCD’s energy software for review and payment within two weeks of completing the site visit. A proper invoice includes all required project documentation and accurately reflects the work completed. Invoices must be submitted within one week of job completion.
- DHCD will inspect a minimum of 10% of completed units for quality assurance.

**Licenses, Certification and Training Applicable to Employees/Agents of Subgrantee or its Subcontractors who Provide Work Under the Grant Agreement**

All weatherization workers, Retrofit Installer Technicians (RIT), Crew Leaders (CL), Energy Auditors (EA), and Quality Control Inspectors (QCI) shall have EPA Lead Renovation, Repair and Painting (LRRP) certification.

All weatherization workers, including RIT, CL, EA and QCI, shall have Occupational Safety and Health Administration (OSHA) 10-hour Construction Safety certification.

All weatherization workers, including RIT, CL, EA and QCI, shall have Asbestos Awareness training.

All weatherization installers shall have BPI HEP Retrofit Installer Technician training or equivalent skills.

All weatherization crew leaders shall have Building Performance Institute Home Energy Professional (“BPI HEP”) Crew Leader training or equivalent skills.

All energy auditors shall have the BPI HEP Energy Auditor Certification.

All QCI shall have the HEP Quality Control Inspector certification from BPI.

All other trades performing work under this contract that require a license or certification by the State of Maryland to perform such work must hold a valid license or certification for the work being performed.

Prime or subcontractors performing the installation or removal of equipment containing refrigerants must hold a valid US Environmental Protection Agency-approved section 608 type I or universal certification.

As proof of meeting these requirements, the Subgrantee shall provide copies of certifications for all employed by the Subgrantee and/or the contractor no later than at the time of Grant Agreement execution.

Subgrantee and contractors shall attend and receive program appropriate training and technical assistance as required by the Department to improve program delivery and performance. Required training for personnel providing services under this agreement may be reimbursed for costs incurred such as registration, testing, and travel expenses.

Failure to provide required certifications as indicated above may be cause for termination of the Grant Agreement or removal of the individual performing the tasks requiring said certification or license.

**Volume of Work and Subgrantee Capacity.**

Subgrantees must state for which county or counties they are submitting an Application.

Identify the total number of units the Subgrantee is able to complete on both a monthly and annual basis. Separately identify:

- 1) number of single family units per month for DOE Formula

- 2) number of single family units per month for DOE BIL
- 3) number of single family units per month for EmPOWER
- 4) number of multi-family units per month for DOE Formula
- 5) number of multi-family units per month for EmPOWER (if any)
- 6) number of units per month for HVAC Crisis Program
- 7) number of units per month for MEET Program

The number of housing units and funding assigned to the Subgrantee for weatherization work shall be at DHCD's sole discretion and DHCD shall not guarantee the volume of assignments. However, DHCD expects the Subgrantee to complete unit goals when adequate funding and leads are available. Failure to achieve these goals may impact future grant participation and funding.

### **Hardware, Software, and Equipment Requirements**

Equipment. The Subgrantee or its contractors shall possess one (1) blower door kit complete with a compatible Manometer and one (1) Combustion Analysis Kit per Energy Auditor / Quality Control Inspector. The subgrantee shall maintain equipment calibration within equipment manufacturer guidelines for all equipment through the duration of this contract. As proof of meeting this requirement the Subgrantee shall provide photos with serial numbers for the unit with corresponding calibration dates, results, and expiration with its application.

The Subgrantee agrees to participate in energy audit tool application and software training sessions as directed by DHCD.

### **Staff and Contractor Reporting**

Each Subgrantee shall complete and submit with its response to this RFA a Staff and Contractor List and provide copies of all executed contracts, including Contractor pricing with the Application if available, or no later than at the time of Grant Agreement execution. After Grant Agreement award, changes in staff or contractors used to perform the work shall be reported to the DHCD Program Manager identified in the Agreement. Changes in contractors must be approved by the Department.

For the EmPOWER Program, if a Subgrantee uses a State Weatherization Contractor ("SWC") as a contractor for work performed with EmPOWER funds, the SWC's pricing may not exceed their pricing charged to DHCD as part of their contract per Section 2.1.8 of Solicitation Number S00R8400004 for State Weatherization Contractor Services.

### **Key Personnel**

The Subgrantee shall maintain a staffing plan that describes the Subgrantee's team and identifies the specific individuals who will perform the required services as outlined in this RFA, including the key personnel of any subcontractor. The staffing plan shall include a description of the division of responsibility envisioned among these individuals and a list of certifications for each individual.

It is expected that the key project team personnel assigned will remain for the length of the Grant period. Replacement of any personnel shall be with personnel of substantially equal ability, qualifications, certifications, and experience and with the prior written consent of DHCD. DHCD will reserve the right to terminate the Grant Agreement if key personnel are changed without such qualifications, notice, and consent.

### **Suspension**

Suspension in the Discretion of the Department - The Subgrantee may be suspended from any further performance under the Grant Agreement where the Department determines it is in the best interest of the State

or the Department to do so.

Suspension for Negligence or Misrepresentation - The Department will inspect the quality of work performed under the Grant Agreement, including but not limited to project management, energy audits, work performed, and quality and timeliness of data entered into the Hancock database. If the quality of work identified by any program staff for any specific activity is determined to be below acceptable program standards up to three (3) times during a six (6) month period, the Department may, in its sole discretion, suspend the responsible individual or individuals from performing any further work under the Grant Agreement for a period to be determined by the Department. The Department will consider revocation of such suspension when it specifies conditions for reinstatement and those conditions are met.

If any individual working under the Grant Agreement is found to have acted in a fraudulent manner, the Department will suspend that individual indefinitely from performing work under the Grant Agreement.

The Department will not be liable for any alleged damages or other expenses, incurred by the Subgrantee as a result of any suspension described in this section.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

## SECTION 3 – GENERAL REQUIREMENTS

### 3.1 Insurance Requirements

The Subgrantee shall maintain Commercial General Liability Insurance to cover losses resulting from, or arising out of, subgrantee action or inaction in the performance of the Grant Agreement by the Subgrantee, its agents, servants, employees, or contractors, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.

The Subgrantee shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$1,000,000 per claim and annual aggregate.

The Subgrantee shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.

The Subgrantee shall maintain Crime Insurance to cover employee theft with a minimum single loss limit of \$500,000 per loss, and minimum a single loss retention not to exceed \$10,000.

Within five (5) Business Days of recommendation for Grant Agreement award, and before any work begins, the Subgrantee shall provide the Program Manager with current certificates of insurance, and update such certificates periodically, but no less than annually in multi-year contracts, as directed by the Program Manager. Such copy of the Subgrantees current certificate of insurance shall contain at minimum the following:

- a. Workers' Compensation – The Subgrantee shall maintain such insurance as necessary and/or required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
- b. Commercial General Liability
- c. Errors and Omissions/Professional Liability
- d. Automobile and/or Commercial Truck Insurance
- e. Crime Insurance

The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability.

All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Program Manager, by certified mail, not less than 30 days' advance notice of any non-renewal, cancellation, or expiration. In the event the Program Manager receives a notice of non-renewal, the Subgrantee shall provide the Program Manager with an insurance policy from another carrier at least 15 days prior to the expiration of the insurance policy then in effect.

All insurance policies shall be with a company licensed by the State to do business and provide such policies.

The Subgrantee shall require that any contractors providing primary services (as opposed to non-critical, ancillary services) under this Grant Agreement obtain and maintain the same levels of insurance and shall provide the Program Manager with the same documentation as is required of the Subgrantee.

## **3.2 Security Requirements**

### **Employee Identification**

Each person who is an employee or agent of the Subgrantee, contractor or subcontractor shall display his or her company ID badge or wear a uniform identifying the company name at all times while at client premises. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.

### **Criminal Background Check**

The Subgrantee shall secure, at its own expense, a criminal background check from the Maryland Criminal Justice Information System and the Federal Bureau of Investigation (which may be obtained through the Department of Public Safety and Correctional Services), for any Contractor or subcontractor personnel to be assigned to work on client premises under the Grant Agreement. The Subgrantee or its contractor or subcontractor may not assign any individual to work on client premises if that individual poses any risk to the safety of a client.

In determining the suitability of an individual to perform work on client premises:

- a. The Subgrantee shall consider whether the individual has been convicted of a crime which bears a direct relationship to the individual's fitness to conduct work on client premises or poses any risk to the safety of the client. Such crimes include, but may not be limited to, sex offenses and violent criminal activity.
- b. The Subgrantee may consider the individual's age at the time of commission of any crime, the circumstances surrounding the crime, the time which may have elapsed since a conviction, the nature of the crime, and the frequency of the crime.
- c. The Subgrantee may consider the rehabilitation record and parole record, if any, of the individual.
- d. Juvenile dispositions under Courts and Judicial Proceedings Article, Title 3, Subtitle 8, Annotated Code of Maryland, or its predecessors relating to the delinquency of minors, probations before or without verdict, offense reports, arrest records, nolle prosequi and stet processus may not be considered.
- e. The Subgrantee may consider the individual's complete record of criminal convictions.

## **3.3 Problem Escalation Procedure**

The Subgrantee is responsible for all work performed under the Grant Agreement. The response to this section will explain how the Subgrantee will address problems that occur during the performance of the program.

The Subgrantee must provide a Problem Escalation Procedure (PEP) for both routine and emergency situations as part of the response to this RFA. The PEP must state how the Subgrantee will address problem situations as they occur during the performance of the Grant Agreement, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes. Such problem situations should include:

- a. customer complaints about the type or quality of work performed,
- b. accusations or incidents of theft,
- c. observation of illegal activities, threats or physical assaults,
- d. damage caused to customer homes, etc.

The PEP must also provide for resolving:

- 1) customer issues resulting from poor quality work,
- 2) work not meeting program guidance,
- 3) work not meeting manufacturer installation instructions, and
- 4) work performed without a permit where required by the local authority having jurisdiction.



The PEP shall detail how the problems identified above will be identified and escalated in order to resolve them in a timely manner. The PEP shall detail:

- a. The process for establishing the existence of a problem;
- b. Names, titles, and contact information for progressively higher levels of personnel in the Subgrantees organization who would become involved in resolving a problem;
- c. For each individual listed in the Subgrantees PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Subgrantees PEP;
- d. Expedited escalation procedures and any circumstances that would trigger expediting them;
- e. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
- f. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and
- g. A process for updating and notifying the Program Manager of any changes to the PEP.

If awarded a Grant, the Subgrantee must maintain the above PEP and provide contact information to the Program Manager, as well as to other State personnel as directed should the Program Manager not be available. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after any change in circumstance which changes the PEP.

Nothing in this section shall be construed to limit any rights of the Program Manager or the State which may be allowed by the Grant Agreement or applicable law.

## **3.4 Invoicing**

### **General**

All invoices for direct services shall be submitted by the Subgrantee through DHCD's software programs. Only proper invoices will be considered for payment.

"Proper invoice" means an invoice submitted through DHCD's software programs after project completion, which is supported by a project or client file in DHCD's software programs, and which includes up-to-date real-time project stage progression, project comments, project inspection activity and notes, all required project program documentation entered/uploaded to its appropriate location, and which does not occur greater than two (2) weeks from the completion of the work for an invoice to be eligible for payment. All invoices shall include the following information:

- (1) Subgrantee name and address;
- (2) Remittance address;
- (3) Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
- (4) Invoice date;
- (5) Invoice number;
- (6) Goods or services provided; and
- (7) Amount due.

Invoices submitted without the required information cannot be processed for payment until the Subgrantee provides the required information. The process for invoicing indirect costs to include the budget categories of administration, training and technical assistance, and certain program operations costs are explained in the POM (see separate Attachment B).

The Department reserves the right to reduce or withhold payment in the event the Subgrantee does not provide the Department with all required deliverables within the time frame specified or otherwise materially breaches the terms and conditions of the Grant Agreement until such time as the Subgrantee brings itself into full compliance with the Grant Agreement by meeting program requirements identified in the POM.

Any action on the part of the Department, or dispute of action by the Subgrantee, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15- 215 through 15-223 and with COMAR 21.10.04.

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Subgrantee, however, is not exempt from such sales and use taxes and may be liable for the same.

In no event shall any invoice be submitted later than sixty (60) calendar days from the Contract termination date.

### **Invoice Submission Schedule**

The Subgrantee shall submit invoices in accordance with the following schedule:

Invoices shall be submitted within two (2) weeks of project completion. Project completion occurs when both of the following have occurred: (a) project passes quality control inspection and (b) client satisfaction signature has been obtained. A project that has been inspected for quality control but does not pass shall not be invoiced for payment until the corrective action is made and passes the final quality control inspection. No invoices for projects will be paid where any of the following applies:

- a. Project should have been deferred by Subgrantee but was not properly deferred.
- b. Project has not been completed.
- c. Project does not pass quality control or quality assurance inspection.
- d. Client satisfaction signature has not been obtained.
- e. The Project is suspended for poor performance or any other failure of the Subgrantee under the Grant Agreement.
- f. Subgrantee is in breach of the Grant Agreement and the provisions of the Grant Agreement permit withholding of payments.

Invoices will be processed for payment after final inspection, client satisfaction, and final approval by DHCD.

For the DOE WAP, invoices may only include actual costs for measures installed. Subgrantee must retain and provide to DHCD, upon request, supporting documentation for costs billed.

For EmPOWER and MEAP, invoices must adhere to the Subgrantee's pricing submitted with this RFA. Payments from the Subgrantee to State Weatherization Contractors cannot exceed the state weatherization contractors' price list filed with DHCD as part of their contract.

Invoices for projects found to not meet program requirements will either not be paid, or future invoice amounts will be held or reduced until corrected actions are verified by a state inspector.

## **3.5 Substitution of Personnel**

**Continuous Performance of Key Personnel.** Unless substitution is approved, Key Personnel shall be the same personnel proposed in the Subgrantees Technical Proposal, which will be incorporated into the Agreement by reference.

Such identified Key Personnel shall perform continuously for the duration of the Agreement, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Subgrantee from working under this Agreement, as described in the RFA or the Subgrantees Technical Proposal, without the prior written approval of the Program Manager.

Subgrantee must maintain the minimum qualifications as described in section 1 of this RFA to maintain compliance with agreements that result from this RFA.

**Definitions.** For the purposes of this section, the following definitions apply:

**Extraordinary Personal Circumstance** – Any circumstance in an individual’s personal life that reasonably requires immediate and continuous attention for more than fifteen (15) days and precludes the individual from performing his/her job duties under this Agreement. Examples of such circumstances may include, but are not limited to: a sudden leave of absence to care for a family member who is injured, sick, or incapacitated; the death of a family member, including the need to attend to the estate or other affairs of the deceased or his/her dependents; substantial damage to, or destruction of, the individual’s home that causes a major disruption in the individual’s normal living circumstances; criminal or civil proceedings against the individual or a family member; jury duty; and military service call-up.

**Incapacitating** – Any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual’s position in the RFA or the Subgrantees Technical Proposal.

**Sudden** – When the Subgrantee has less than thirty (30) days’ prior notice of a circumstance beyond its control that will require the replacement of any Key Personnel working under the Grant Agreement.

**Key Personnel General Substitution Provisions.** The following provisions apply to all of the circumstances of staff substitution described in this section.

- a. The Subgrantee shall demonstrate to the Application Monitor’s satisfaction that the proposed substitute Key Personnel have qualifications at least equal to those of the Key Personnel for whom the replacement is requested.
- b. The Subgrantee shall provide the Application Monitor with a substitution request that shall include:
  - A detailed explanation of the reason(s) for the substitution request;
  - The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor;
  - The official resume of the current personnel for comparison purposes; and
  - Any evidence of any required credentials.
- c. The Application Monitor may request additional information concerning the proposed substitution. In addition, the Application Monitor and/or other appropriate State personnel involved with the Agreement may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
- d. The Application Monitor will notify the Subgrantee in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Application Monitor will not unreasonably withhold approval of a requested Key Personnel replacement.

## **Replacement Circumstances**

**Directed Personnel Replacement.** The Application Monitor may direct the Subgrantee to replace any personnel who are perceived as being unqualified, non-productive, unable to fully perform the job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or known, or reasonably believed to have committed a major

infraction(s) of law, agency, or Agreement requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation. If after such remediation the Application Monitor determines that the personnel performance has not improved to the level necessary to continue under the Agreement, if at all possible at least fifteen (15) days notification of a directed replacement will be provided. However, if the Application Monitor deems it necessary and in the State's best interests to remove the personnel with less than fifteen (15) days' notice, the Application Monitor can direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

In circumstances of directed removal, the Subgrantee shall provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

If deemed appropriate in the discretion of the Application Monitor, the Application Monitor shall give written notice of any personnel performance issues to the Subgrantee, describing the problem and delineating the remediation requirement(s). The Subgrantee shall provide a written Remediation Plan within ten (10) days of the date of the notice and shall implement the Remediation Plan immediately upon written acceptance by the Application Monitor. If the Application Monitor rejects the Remediation Plan, the Subgrantee shall revise and resubmit the plan to the Application Monitor within five (5) days, or in the timeframe set forth by the Application Monitor in writing.

Should performance issues persist despite the approved Remediation Plan, the Application Monitor will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Key Personnel at issue.

Replacement or substitution of personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Grant Agreement or which otherwise may be available at law or in equity.

## SECTION 4 – APPLICATION PROCESS

### 4.1 Application Due (Closing) Date and Time

Applications in the number and form set forth in RFA Section 5.1 must be received by the Application Monitor no later than the Application Due date and time indicated on the RFA Key Information Summary Sheet in order to be considered.

Requests for extension of this time or date will not be granted. Applications received after the due date and time listed in the RFA Key Information Summary Sheet will not be considered.

Applications may be modified or withdrawn by written notice received by the Application Monitor before the time and date set forth in the RFA Key Information Summary Sheet for receipt of Applications.

### 4.2 Multiple or Alternate Applications

Multiple and/or alternate Applications will not be accepted.

### 4.3 Public Information Act Notice

A Subgrantee should give specific attention to the clear identification of those portions of its Application that it considers to constitute trade secrets, confidential commercial information, or confidential financial information, and provide justification why Subgrantee believes that such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4. (Also, see RFA Section 5 “Claim of Confidentiality”). Information that Subgrantee believes to be trade secrets, confidential commercial information, or confidential financial information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal.

Subgrantees are advised that, upon request for this information from a third party, the Custodian of Records of the Department will make independent determination whether the information must be disclosed, and will not be bound by the identifications made by Subgrantee.

### 4.4 Award Basis and Assignment of Work

For each county, the Grant Agreement will be awarded to the responsible Subgrantee(s) submitting the Application(s) that have been determined to be the most advantageous to the State, considering evaluation factors set forth in this RFA, for providing the goods and services as specified in this RFA.

The Department may make up to fourteen (14) awards for the available funding. When sufficient applicants are available, DHCD designates a primary agency and a secondary agency in each county. The lowest ranked Subgrantee in each area may be designated as a “Secondary”. See RFA Section 6 for further award information.

Funds will be allocated to each Subgrantee by county. For Year 1, allocation will be based on each Subgrantees coverage area, production capacity, and overall evaluation rankings. Allocations for remaining years will be done on an annual basis, based on production capacity and Subgrantee performance in the previous year(s). Any Subgrantee awarded as a “Secondary” may not receive any allocation of funds.

## **4.5 Oral Presentation**

Subgrantees may be required to make oral presentations to State representatives. Subgrantees must confirm in writing any substantive oral clarification of or change in their Applications made in the course of discussions. Any such written clarifications or changes then become part of the Subgrantee's Application and are binding if the Agreement is awarded. The Application Monitor will notify Subgrantees of the time and place of oral presentations.

## **4.6 Revisions to the RFA**

If it becomes necessary to revise this RFA before the due date for Applications, the Department shall endeavor to provide amendments to all prospective Subgrantees that were sent this RFA or which are otherwise known by the Program Manager to have obtained this RFA. It remains the responsibility of all prospective Subgrantees to check all applicable websites for any amendments issued prior to the submission of Applications. Amendments made after the due date for Applications will be sent only to those Subgrantees that submitted timely Applications and that remain under award consideration as of the issuance date of the amendment.

Acknowledgment of the receipt of all amendments to this RFA issued before the Application due date shall be included in the Transmittal Letter accompanying the Subgrantee's Technical Proposal. Acknowledgement of the receipt of amendments to the RFA issued after the Application due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of an amendment does not relieve the Subgrantee from complying with the terms, additions, deletions, or corrections set forth in the amendment.

## **4.7 Cancellations**

The State reserves the right to cancel this RFA, accept or reject any and all Applications, in whole or in part, received in response to this RFA, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Subgrantees in any manner necessary to serve the best interests of the State. The State also reserves the right, in its sole discretion, to award a Grant Agreement based upon the written Applications received without discussions or negotiations.

## **4.8 Incurred Expenses**

The State will not be responsible for any costs incurred by any Subgrantee in preparing and submitting an Application, in making an oral presentation, providing a demonstration, or performing any other activities related to submitting an Application in response to this solicitation.

## **4.9 Subgrantee Responsibilities**

The selected Subgrantee shall be responsible for all products and services required by this RFA. All contractors must be identified and a complete description of their role relative to the Application must be included in the Subgrantee's Application.

If an Subgrantee that seeks to perform or provide the services required by this RFA is the subsidiary of another entity, all information submitted by the Subgrantee, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Subgrantee, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Subgrantee shall submit with its Application an explicit statement, signed by an authorized representative

of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.

A parental guarantee of the performance of the Subgrantee under this Section will not automatically result in crediting the Subgrantee with the experience and/or qualifications of the parent under any evaluation criteria pertaining to the Subgrantee's experience and qualifications. Instead, the Subgrantee will be evaluated on the extent to which the State determines that the experience and qualification of the parent are transferred to and shared with the Subgrantee, the parent is directly involved in the performance of the Grant Agreement, and the value of the parent's participation as determined by the State.

#### **4.10 Mandatory Terms and Conditions**

By submitting an Application in response to this RFA, an Subgrantee, if selected for award, shall be deemed to have accepted the terms and conditions of this RFA and the Grant Agreement, attached herein as **Attachment C**. Any exceptions to this RFA or the Grant Agreement shall be clearly identified in the Executive Summary of the Technical Proposal. **An Application that takes exception to these terms may be rejected.**

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

## SECTION 5 – APPLICATION FORMAT

### 5.1 Applications

All submissions must conform to the form and content requirements below. Each must be submitted in Adobe PDF format unless stated otherwise. Subgrantees shall provide their Application as one email package to the Application Monitor (see RFA Key Information Summary Sheet) prior to the date and time for receipt of Applications.

Beginning with the Transmittal Letter, all pages of the Application shall be consecutively-numbered from beginning (Page 1) to end (Page “x”). The Title Page, Table of Contents, and any Claim of Confidentiality should be numbered using romanettes (ex. i, ii, iii, iv, v, etc.).

Applications and any modifications to Applications will be shown only to State employees, members of the Evaluation Committee, and other persons deemed by the Department to have a legitimate interest in them.

### 5.2 Proposal Requirements

Component	Description	File Format
<b>Title Page</b>	The Technical Proposal should begin with a Title Page including the RFA title, name and address of the Subgrantee, and the name, email address, and phone number of the primary contact person.	<b>PDF</b>
<b>Table of Contents</b>	Table of Contents shall follow the Title Page for the technical Proposal, organized by section and page number.	<b>PDF</b>
<b>Claim of Confidentiality</b>	Confidential information must be identified and listed after the Title Page but before the Table of Contents. Each claim of confidentiality must be explained (refer to Section 4.3 “Public Information Act Notice”). The entire Application should not be labeled as confidential; specific sections, pages, or portions must be designated accordingly. Subgrantees should note that the Department’s Custodian of Records will independently assess requests for information and may not accept the Subgrantee’s confidentiality designations. If no claim of confidentiality is made, please indicate so by stating “There is no claim of confidentiality for any part of this RFA” in the Transmittal Letter.	<b>PDF</b>
<b>Transmittal Letter</b>	The purpose of this letter is to transmit the Application and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Subgrantee to the services and	<b>PDF</b>



	<p>requirements as stated in this RFA. The Transmittal Letter should include the following:</p> <ol style="list-style-type: none"> <li>(1) Name and address of the Subgrantee;</li> <li>(2) Name, title, e-mail address, and telephone number of primary contact for the Subgrantee;</li> <li>(3) Solicitation Title that the Application is in response to;</li> <li>(4) Signature, typed name, and title of an individual authorized to commit the Subgrantee to its Application;</li> <li>(5) Federal Employer Identification Number (FEIN) of the Subgrantee, or if a single individual, that individual's Social Security Number (SSN);</li> <li>(6) A Statement of acceptance of all State RFA and Grant Agreement terms and conditions; The Summary shall also identify any exceptions the Subgrantee has taken to the requirements of this RFA, the Grant Agreement, or any other attachments. Exceptions to terms and conditions may result in having the Application deemed unacceptable or classified as not reasonably susceptible of being selected for award. If the Subgrantee has taken no exceptions to the requirements of this RFA, the Grant Agreement, or any other attachments, the Executive Summary shall so state.</li> <li>(7) A statement that "There is no claim of confidentiality for any part of this RFA" (if applicable)</li> <li>(8) Acknowledgement of all amendments to this RFA</li> </ol>	
<p><b>Executive Summary</b></p>	<p>The Subgrantee shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The Summary shall also:</p> <ol style="list-style-type: none"> <li>1) Identify the county or counties for which the Subgrantee is proposing to provide services.</li> <li>2) Identify the total number of units it proposes to complete on both a monthly and annual basis. Also separately identifying: <ol style="list-style-type: none"> <li>a) number of single family units per month for DOE Formula</li> <li>b) number of multi-family units per month for DOE Formula</li> <li>c) number of single family units per month for DOE BIL</li> </ol> </li> <li>3) Identify whether the Subgrantee is applying for</li> </ol>	<p><b>PDF</b></p>

	<p>EmPOWER funds and how many units can be completed per month for weatherization work vs MEET work.</p> <p>4) Identify whether the Subgrantee is applying for MEAP funds and how many units can be completed per month.</p> <p>5) If the proposed number of units differs from past performance, the Subgrantee shall provide a written plan on how the number of units will be achieved under this grant cycle.</p> <p>6) Indicate whether the Subgrantee is the subsidiary of another entity, and if so, whether all information submitted by the Subgrantee pertains exclusively to the Subgrantee. If not, the subsidiary Subgrantee shall include a guarantee of performance from its parent organization as part of its Executive Summary.</p>	
<b>Minimum Qualifications Documentation</b>	The Subgrantee shall submit any Minimum Qualifications documentation that may be required, as set forth in RFA Section 1, "Minimum Qualifications."	<b>PDF</b>
<b>WAP RFA Application Questions</b>	The Subgrantee shall complete and submit the RFA Application Questions document in its entirety, Parts 1-4.	<b>MS WORD</b>
<b>Financial Information</b>	The Subgrantee shall submit one copy of its organization's most recent Single Audit or certify that a complete version of the most current Single Audit is posted at the Federal Audit Clearinghouse along with the management letter (if applicable). If your organization is not required to complete a Single Audit, submit a Certification of Accounting System from an independent CPA and two years of financial statements.	<b>PDF</b>
<b>Technical Summary and Proposed Work Plan</b>	<p>The Subgrantee shall, in its Technical Proposal:</p> <ol style="list-style-type: none"> <li>1. The Subgrantee shall describe how its proposed services, including the services of any proposed contractor(s), will meet or exceed the Scope of Work requirements.</li> <li>2. The Subgrantee shall give a description of foreseeable challenges with meeting deadlines considered contract deliverables through the duration of this grant and how these challenges will be overcome. The challenges considered should include both: <ul style="list-style-type: none"> <li>● ramping the program up to production within program requirements</li> <li>● ongoing challenges after ramp up moves to steady production,</li> </ul> </li> </ol>	<b>PDF</b>

	<p>Each identified challenge should include:</p> <ul style="list-style-type: none"> <li>● when (what stage of the program) the challenge is anticipated to be incurred</li> <li>● what needs to be accomplished to conquer the challenge</li> <li>● how long it is anticipated to conquer the challenge</li> </ul> <p>3. The Subgrantee shall provide a draft Problem Escalation Procedure (PEP) as indicated in Section 3.3.</p>	
<p><b>Experience and Qualifications of Proposed Staff</b></p>	<p>The Subgrantee must provide:</p> <ol style="list-style-type: none"> <li>1. An Organizational Chart that covers: <ol style="list-style-type: none"> <li>a. The Agency and its staff,</li> <li>b. Staff proposed to work under this Grant Agreement, including contractors,</li> <li>c. Percentage of time each employee and contractor will dedicate to the grant activities. If non-standard job titles are used, a crosswalk reference document is required.</li> </ol> </li> <li>2. Resumes for all staff listed in the organizational chart, excluding administrative staff. Each resume should detail the individual's experience relevant to their role in this grant application.</li> <li>3. Letters of commitment from all parties intending to work on the project, including proposed contractors, must also be included in this section.</li> </ol>	<p><b>PDF</b></p>
<p><b>References</b></p>	<p>At least three (3) references are requested from program monitors who are capable of documenting the Subgrantees ability to provide the services specified in this RFA. References used to meet any Minimum Qualifications may be used to meet this request. Each reference shall be from a client for whom the Subgrantee has provided services within the past five (5) years, but should not include DHCD representatives, and shall include the following information:</p> <ol style="list-style-type: none"> <li>1. Name of client organization;</li> <li>2. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and</li> <li>3. Value, type, duration, and description of services provided.</li> </ol> <p>The Department reserves the right to request additional references or utilize references not provided by a Subgrantee.</p>	<p><b>PDF</b></p>

<b>Contractors</b>	The Subgrantee shall provide a complete list of all contractors (company name and address) that will work on the Agreement if the Subgrantee receives an award.	<b>PDF</b>
<b>Legal Action Summary</b>	<p>This summary shall include:</p> <ol style="list-style-type: none"> <li>1. A statement as to whether there are any outstanding legal actions or potential claims against the Subgrantee and a brief description of any action;</li> <li>2. A brief description of any settled or closed legal actions or claims against the Subgrantee over the past five (5) years;</li> <li>3. A description of any judgments against the Subgrantee within the past five (5) years, including the case name, court case docket number, and what the final ruling or determination was from the court;</li> <li>4. In instances where litigation is on-going and the Subgrantee has been directed not to disclose information by the court, the name of the judge and location of the court;</li> <li>5. A statement that the Subgrantee is not excluded from working on federally funded projects through the Federal System for Award Management (SAM); and</li> <li>6. A statement that the Subgrantee is not debarred from working on state contracts.</li> </ol>	<b>PDF</b>
<b>Additional items to be required if applicant is selected for an award:</b>		
<b>Other Documents Required</b>	<p>The Subgrantee shall provide:</p> <ol style="list-style-type: none"> <li>1. Certificate of Good Standing from the State of Maryland, non public entities only.</li> <li>2. Articles of Incorporation, non public entities only.</li> <li>3. Entity Bylaws, non public entities only</li> <li>4. Entity Personnel Policies and Procedures or Employee Handbook</li> <li>5. Entity Financial Policies and Procedures</li> <li>6. Procurement Policies and Procedures, if separate from the above documents.</li> </ol>	<b>PDF</b>

**SECTION 6 – EVALUATION AND SELECTION PROCESS**

**6.1 Evaluation Committee**

Evaluation of Applications will be performed by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Applications, and participate in Subgrantee oral presentations and discussions (if applicable). The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

**6.2 Application Review Process**

Factors to be considered in the review of each Application will include, but not be limited to:

- (1) Existing programs being operated by Subgrantee;
- (2) Subgrantee satisfying Minimum Qualifications set forth in Section 1 of this RFA;
- (3) Subgrantee’s compliance with RFA instructions;
- (4) Subgrantee’s submission of requested information;
- (5) Subgrantee’s response to RFA Application Questions Part 1-4;
- (6) Subgrantee’s capacity to effectively administer federal funds and to ensure compliance with regulations;
- (7) Subgrantee’s ability to demonstrate staff and organizational capacity to deliver the proposed services
- (8) Subgrantee’s ability to demonstrate positive past performance with Department funded programs, including the results of Department monitoring reviews, timeliness of submission of reports, results of the last fiscal audit, and other information deemed relevant to performance.

**6.3 Evaluation Criteria**

The RFA Application Questions are designed to evaluate the Subgrantees capacity in the following areas:

- Part 1: Organizational Capacity
- Part 2: Board Governance
- Part 3: Financial Information
- Part 4: Services and Activities

Subgrantees that do not submit a completed document with responses to RFA Questions may be deemed ineligible.

Subgrantee’s Technical Response to RFA Requirements must demonstrate a capacity to undertake a timely and effective weatherization program and that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be done. Applications which include limited responses to work requirements such as “concur” or “will comply” will receive a lower ranking than those Applications that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

**6.4 Selection Procedures**

**Selection Process Sequence**

Applications which meet all eligibility requirements will be reviewed for completeness and scored using a

standard review instrument. Applications are evaluated for technical and financial merit and ranked. Subgrantee's response to the RFA Application Questions will be weighed at 60% and Subgrantee's Technical Response will be weighed at 40%.

During the review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and Subgrantee's ability to perform the services, as well as facilitate arrival at a Grant Agreement that is most advantageous to the State. Subgrantees will be contacted by the State as soon as any discussions are scheduled.

Subgrantees must confirm in writing any substantive oral clarifications of, or changes in, their Applications made in the course of discussions. Any such written clarifications or changes then become part of the Subgrantees Application.

### **Award Determination**

Upon completion of the Application evaluations and rankings, each Subgrantee will receive an overall ranking. For each county, the Evaluation Committee will recommend award of a minimum of one (1) Grant Agreement(s) to the successful Subgrantees that submitted the Applications determined to be the most advantageous to the State. The lowest ranked Subgrantee in each area may be designated as a "Secondary".

## **6.5 Documents Required upon Notice of Recommendation for Grant Award**

Upon receipt of a Notification of Recommendation for Grant Award, the following documents, if applicable, shall be completed, signed if applicable with original signatures, and submitted by the recommended awardee within five (5) Business Days, unless noted otherwise. Submit two (2) copies of each of the following documents:

- (1) Grant Agreement (**Attachment C**),
- (2) Certificate of Insurance

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

# RFA ATTACHMENTS

## **ATTACHMENT A – WAP RFA Application Questions**

The WAP RFA Application Questions must be completed and submitted with the Technical Proposal. See separate Word file.

## **ATTACHMENT B – Program Operations Manual (POM)**

This is the current program operation manual used by the Department. It is provided with the RFA for informational purposes and is not required to be submitted at Application submission time. See link to separate PDF file.

## **ATTACHMENT C – Grant Agreement**

This is the sample grant agreement used by the Department. It is provided with the RFA for informational purposes and is not required to be submitted at Proposal submission time. Upon notification of recommendation for award, a completed grant agreement will be sent to the recommended awardee(s) for signature. The final grant agreement may vary from this sample. The recommended awardee must return to the Application Monitor an executed copy of the Grant Agreement within five (5) Business Days after receipt. Upon Grant award and receipt of all necessary State approvals, a fully-executed copy will be sent to the awardee. See separate PDF file.

## **ATTACHMENT D – Standard Work Specifications (SWS) Aligned Maryland Field Guide**

The SWS Aligned Maryland Field Guide outlines a set of best practices for the Weatherization Assistance Program (WAP). The SWS presents details and outcomes for weatherization measures that are required when a weatherization agency selects a weatherization measure, based on its cost effectiveness. The technical content of this guide aligns with the SWS requirements. The Maryland Field Guide is a living document. The Field Guide will change as the SWS changes. The most current version of the SWS aligned Maryland Field Guide for single family, multifamily and manufactured housing are available electronically at the [Weatherization Assistance Program website](#) under “Resources”.

## **ATTACHMENT E – 2024 EmPOWER Price List**

This attachment covers pricing for EmPOWER weatherization and MEET. The entire spreadsheet must be filled out and submitted for each subcontractor providing these services, indicating the prices that will be paid to the subcontractor. Additionally, the Subgrantee must fill out and submit a copy of the spreadsheet that indicates the pricing they propose to charge to the State, which includes their administrative costs.

## **ATTACHMENT F – HVAC Price List**

This attachment covers pricing for MEAP. The entire spreadsheet must be filled out and submitted for each subcontractor providing these services, indicating the prices that will be paid to the subcontractor. Additionally, the Subgrantee must fill out and submit a copy of the spreadsheet that indicates the pricing they propose to charge to the State, which includes their administrative costs.

**ATTACHMENT A – WAP RFA APPLICATION QUESTIONS**

See separate Word Document for the WAP RFA Application Questions.



**ATTACHMENT B – PROGRAM OPERATIONS MANUAL (POM)**

See the electronic version of the [Program Operations Manual v.2.2024](#).

**ATTACHMENT C – GRANT AGREEMENT**

See separate PDF Document for the Grant Agreement.

**ATTACHMENT D – SWS ALIGNED MARYLAND FIELD GUIDE**

See web link for electronic version of the SWS Aligned [Maryland Field Guide](#).

**ATTACHMENT E – 2024 EmPOWER PRICE LIST**

See separate Excel Document for the EmPOWER Price List.

**ATTACHMENT F – HVAC PRICE LIST**

See separate Excel Document for the HVAC Price List.

## APPENDIX 1: Abbreviations and Definitions

For purposes of this RFA, the following abbreviations or terms have the meanings indicated below:

1. **Business Day(s)** – The official working days of the week to include Monday through Friday. Official working days exclude State Holidays (see definition of “Normal State Business Hours” below).
2. **COMAR** – Code of Maryland Regulations available on-line at the [Maryland Division of State Documents website](#).
3. **Grant Agreement** – The Grant Agreement awarded to the successful Subgrantee pursuant to this RFA. The Grant Agreement will be in a substantially similar form to the Grant Agreement attached as **Attachment C**.
4. **Grant Agreement Commencement** - The date the Grant Agreement is signed by the Department.
5. **Application Monitor** – The State representative for t issuing written direction, invoice approval, monitoring this Grant Agreement to ensure compliance with the terms and conditions of the Grant Agreement, and achieving completion of the Grant Agreement on budget, on time, and within scope. The Application Monitor may authorize in writing one or more State representatives to act on behalf of the Application Monitor in the performance of the Application Monitor’s responsibilities.
6. **Department or DHCD** – Department of Housing and Community Development.
7. **HES** – DHCD Hancock Energy Software.
8. **HEAT** – DHCD Hancock Energy Audit Tool.
9. **Key Personnel** – All personnel identified in the solicitation as such, or personnel identified by the Subgrantee in its Application that are essential to the work being performed under the Grant Agreement.
10. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
11. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at the [Maryland Department of Budget and Management website](#) – keyword: State Holidays.
12. **Subgrantee** – An entity that submits an Application in response to this RFA.
13. **Request for Applications (RFA)** – This Request for Applications issued by the Department, with the date of issuance indicated in the RFA Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page), including any addenda.
14. **State** – The State of Maryland.