



**DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT**

Application for Funding

LOCAL WEATHERIZATION AGENCY SERVICES

Issue Date: January 8, 2021

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: January 8, 2021

RFA Issuing Office: DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

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Attention: Kiahnna Burney

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 February 22, 2021, 4:00 p.m.

Application Due (Closing)
Date and Time: February 22, 2021, 5:00 p.m. Local Time

Grant Duration: Three (3) years.

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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:

- 1.1.1 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 at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title10/10cfr440_main_02.tpl
- 1.1.2 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.
- 1.1.3 The Subgrantee must have a DUNS Number (<http://fedgov.dnb.com/webform>) and an active registration in good standing with the Central Contractor Registry (CCR) on the System for Award Management (SAM.gov/SAM www.sam.gov) formerly known as the Excluded Parties List System (EPLS).

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 for the Federal Weatherization Assistance Program (“WAP”) and EmPOWER Maryland’s Limited Income Programs.

This request is also being issued for existing LWA’s to respond and acquire EmPOWER Maryland funds.

- 2.1.1 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.
- 2.1.2 An 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.
- 2.1.3 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’s 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, 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 Subgrantees 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 Allowable Expenditure per Unit

The expenditure of financial assistance provided under DOE WAP for labor, weatherization materials and related matters shall not exceed the allowable expenditure rate per dwelling unit weatherized.

The expenditure of financial assistance provided under EmPOWER Maryland for labor, weatherization materials and related matters shall not exceed the allowable expenditure rate per dwelling unit weatherized.

Please refer to the Program Operations Manual for the most current allowable expenditure rates for DOE WAP and EmPOWER Maryland.

2.4 Funding Estimates for Service Area

The Subgrantee(s) chosen through this competitive process will be offered a DOE WAP 2021 Grant Agreement that will end on June 30, 2022. 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.

County	Estimated Allocation for DOE PY2021	Estimated Allocation for EmPOWER Weatherization CY2021-2023	Estimated Allocation for MEAP PY2022	Estimated Allocation for MEET CY2021-2023
Allegany	\$61,294	\$ 271,085.01	\$ 304,651.59	\$9,036
Anne Arundel	\$154,330	\$ 486,757.15	\$ 373,000.30	\$16,225
Baltimore County	\$356,545	\$ 2,625,147.02	\$ 488,990.19	\$50,314
Calvert	\$19,975	\$ 124,143.30	\$ 49,360.71	\$4,138
Caroline	\$20,523	\$ 400,976.37	\$ 48,681.88	\$13,366
Carroll	\$43,234	\$ 328,378.89	\$ 44,161.01	\$10,946
Cecil	\$46,518	\$ 555,174.23	\$ 171,498.75	\$18,506
Charles	\$45,423	\$ 251,670.21	\$ 178,258.01	\$8,389
Dorchester	\$28,184	\$ 177,086.93	\$ 186,000.62	\$5,903
Frederick	\$63,757	\$ 307,072.25	\$ 37,571.49	\$10,236
Garrett	\$20,249	\$ 25,320.43	\$ 326,971.07	\$844
Harford	\$88,931	\$ 621,305.71	\$ 259,625.87	\$20,710
Howard	\$60,473	\$ 182,342.73	\$ 78,565.47	\$6,078
Kent	\$11,766	\$ 143,192.23	\$ 29,242.46	\$4,773
Montgomery	\$307,018	\$ 727,434.00	\$ 96,543.60	\$24,248
Prince Georges	\$345,600	\$ 1,958,723.42	\$ 566,182.91	\$65,291
Queen Anne	\$17,513	\$ 336,104.73	\$ 14,850.43	\$11,203

St. Marys	\$35,299	\$ 96,793.20	\$ 149,909.28	\$3,226
Somerset	\$21,891	\$ 116,013.08	\$ 74,996.06	\$3,867
Talbot	\$16,144	\$ 26,709.62	\$ 66,651.18	\$890
Washington	\$87,563	\$ 213,219.30	\$ 50,893.18	\$7,107
Wicomico	\$80,175	\$ 373,416.42	\$ 402,561.30	\$12,447
Worcester	\$32,015	\$ 142,510.69	\$ 98,033.44	\$4,750
Baltimore City	\$771,922	\$ 1,509,423.09	\$ 902,799.20	\$87,505

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.

2.5 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
- State of Maryland Program Operations Manual (POM)
- Standard Work Specifications (SWS) aligned Maryland Field Guide

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

2.6 Scope of Work - Requirements

2.6.1. 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:

- 2.6.1.1 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.
- 2.6.1.2 Reviewing applications and determining whether additional information is needed.
- 2.6.1.3 Verifying income and documenting eligibility.
- 2.6.1.4 Certifying eligibility by signing the application.
- 2.6.1.5 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.

2.6.2. 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 at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title10/10cfr440_main_02.tpl. 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 utilize the Hancock Energy Software (HES) and Hancock Energy Audit Tool (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.

The Subgrantee shall be responsible for:

- 2.6.2.1 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.

- 2.6.2.2 Having owners and tenants sign all necessary documents for efficient program administration.
- 2.6.2.3 Completing and providing all documentation as required in the POM, including, but not limited to: Permission to Enter Form, Building Owner Agreement and Tenant Synopsis, Utility Consent Form (if applicable), Quality Control Inspection Form.
- 2.6.2.4 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.
- 2.6.2.5 Preparing a work order in accordance with program guidelines, including the Standard Work Specifications (SWS) (<https://sws.nrel.gov/>) and Maryland Field Guide <https://dhcd.maryland.gov/Residents/Pages/wap/Default.aspx> and using DHCD's software programs for each audited household unit detailing weatherization services to be provided.
- 2.6.2.6 Obtaining permits for work performed as required by the local building authority having jurisdiction.
- 2.6.2.7 Completing work as indicated in the work order and according to Program requirements and procedures detailed in the SWS aligned Maryland Field Guide, POM, and manufacturer installation instructions.
- 2.6.2.8 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.
- 2.6.2.9 Managing the installation of skilled trades measures, including but not limited to those provided by licensed plumbers, electricians, and HVAC personnel.
- 2.6.2.10 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.
- 2.6.2.11 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.
- 2.6.2.12 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).
- 2.6.2.13 Submitting a proper invoice through DHCD's software programs for review and payment

within seventy-five (75) days of completing the energy audit, or as required in the POM. See Section 3.4 for more information about invoicing.

- 2.6.2.14 Entering all data tracking and reporting into DHCD’s software programs as required by DHCD and specified in the POM, including but not limited to tracking and reporting on all customer communications and project progress within one (1) week of an activity occurring, tracking and reporting of contractor personnel hours worked, and providing other data as required by DHCD.
- 2.6.2.15 Completing any other tasks as required under the POM or requested by the Department and reasonably related to the tasks defined above.
- 2.6.2.16 In addition to self-generated leads, DHCD receives direct applications and will determine household unit eligibility and distribute customer leads to the Subgrantee using DHCD’s software programs.
- 2.6.2.17 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.
- 2.6.2.18 All work orders are subject to DHCD review. Proposed work orders that exceed the amount designated for any specific funding source, as defined in the POM or interim guidance, shall be submitted to DHCD through the HES for approval *prior* to the commencement of work.
- 2.6.2.19 DHCD will inspect a minimum of 10% of completed units for quality assurance.
- 2.6.2.20 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.

2.6.3 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 April 1, 2020 - September 30, 2020 the program provides the replacement/repair of on-functioning water heaters replacement/repair, and from June 1, 2020 – September 30, 2020 program funding may be utilized to repair/replace non-functioning or inefficient cooling equipment.

In general, the same steps as described for weatherization work in 2.6.2.1 through 2.6.2.20 apply, with the following additional considerations. Crisis repairs or replacements during the heating season follow an expedited timeline.

- 2.6.3.1 Subgrantees must schedule an assessment of the HVAC systems within 8 hours of receiving the assigned lead from DHCD
- 2.6.3.2 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.

2.6.4 Maintenance and Education Services (MEET)

Subgrantees can opt to provide follow-up maintenance and education 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 client engagement and maintenance of installed equipment. The MEET Program's Scope of Work includes two main areas of focus; 1) a behavioral component to affect sustainable change of residents, and 2) 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:

- 2.6.4.1 Actively promote the program to any potentially eligible individual encountered through any of the Subgrantee's regular business activities.
- 2.6.4.2 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.
- 2.6.4.3 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.
- 2.6.4.4 Screen program applications and verify that the applicant has received EmPOWER LIEEP services within the past 5 years.
- 2.6.4.5 Schedule annual site visits with each client per year. 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 efforts and measures, discuss problematic energy consumption patterns, and identify the need for repair of energy saving equipment. An option for virtual assessments is currently considered. The site visit includes the following tasks:
 - a. Connect with the client on progress of behavioral changes and actions they committed to with their application.
 - b. Review the savings pledge the client took, identify if they would like to expand or change their pledge, fill out a new pledge form.
 - c. Make recommendations to the client when opportunities for behavioral savings are identified while assessing the home.
 - d. Analyze the 12 most recent months of energy consumption data. Compare consumption to pre-weatherization data. Identify any unusual patterns and recommend solutions.
 - e. 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.

- f. Install or perform direct install measures as needed and allowed by program measure list. Measures must be performed or installed, not be left behind.
 - g. Educate the clients on how to perform no-cost maintenance tasks themselves.
 - h. Recommend any follow-up measures provided by other parties, such as Clean and tune of HVAC system.
 - i. Provide additional resources, such as information on additional programs or available assistance.
 - j. Record all findings, recommendations, and installed measures on the Completion Form.
- 2.6.4.6 Complete and provide all required documentation to DHCD, including, but not limited to: Participation Agreement, Utility Consent Form, Completion Form.
- 2.6.4.7 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.
- 2.6.4.8 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.
- 2.6.4.9 DHCD will inspect a minimum of 10% of completed units for quality assurance.

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

- 2.6.5.1 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. As proof of meeting this requirement the Subgrantee shall provide copies of this certification for all Retrofit Installer Technicians, Energy Auditors and Quality Control Inspectors employed by the Subgrantee or contractors with the proposal if available, or no later than at the time of Grant Agreement execution.
- 2.6.5.2 All weatherization workers, including RIT, CL, EA and QCI, shall have Occupational Safety and Health Administration (OSHA) 10-hour Construction Safety certification. As proof of meeting this requirement, the Subgrantee shall provide copies of this certification for all weatherization workers employed by the Subgrantee or the contractor with the Application if available, or no later than at the time of Grant Agreement execution.
- 2.6.5.3 All weatherization installers shall have BPI HEP Retrofit Installer Technician training or equivalent skills.
- 2.6.5.4 All weatherization crew leaders shall have Building Performance Institute Home Energy Professional (“BPI HEP”) Crew Leader training or equivalent skills.
- 2.6.5.5 All energy auditors shall have the BPI HEP Energy Auditor Certification. As proof of meeting this requirement the Subgrantee shall provide copies of this certification for all energy auditors employed by the Contractor or the subcontractor, with the Proposal if available, or no later than at the time of Contract execution.

- 2.6.5.6 All QCI shall have the HEP Quality Control Inspector certification from BPI. As proof of meeting this requirement the Subgrantee shall provide copies of this certification for all QCI employed by the Subgrantee or the contractor with the Application if available, or no later than at the time of Grant Agreement execution.
- 2.6.5.7 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.
- 2.6.5.8 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.
- 2.6.5.9 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.
- 2.6.5.10 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.

2.6.6 Volume of Work and Subgrantee Capacity.

- 2.6.6.1 Subgrantees must state for which county or counties they are submitting an Application.
- 2.6.6.2 Identify the total number of units the Subgrantee is able to complete on both a monthly and annual basis. Separately identify:
 - a) number of single family units per month for DOE vs. EmPOWER
 - b) number of multi-family units per month for DOE vs. EmPOWER (if any)
 - c) number of units per month for HVAC Crisis Program
 - d) 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.

- 2.6.6.3 The Subgrantee's workflow shall be budgeted and managed in a manner that provides consistent production over the course of the program cycle without significant fluctuations in production. Budgets may be adjusted by DHCD at its sole discretion and with notification to the agency, in a manner that is in the best interest of the Department in meeting program goals.

2.6.7 Hardware, Software, and Equipment Requirements

- 2.6.7.1 Equipment. The Subgrantee or its contractors shall possess one (1) blower door kit complete with 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.

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

2.6.8 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.

2.6.9 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.

2.6.10 Suspension

2.6.10.1 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.

2.6.10.2 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.

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SECTION 3 – GENERAL REQUIREMENTS

3.1 Insurance Requirements

- 3.1.1 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 aggregate.
- 3.1.2 The Subgrantee shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$1,000,000 per claim and annual aggregate.
- 3.1.3 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.
- 3.1.4 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.
- 3.1.5 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 Subgrantee's 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 as required in Section 3.1.1.
 - c. Errors and Omissions/Professional Liability as required in Section 3.1.2.
 - d. Automobile and/or Commercial Truck Insurance as required in Section 3.1.3.
 - e. Crime Insurance as required in Section 3.1.4.
- 3.1.6 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.
- 3.1.7 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.
- 3.1.8 All insurance policies shall be with a company licensed by the State to do business and provide such policies.
- 3.1.9 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

3.2.1 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.

3.2.2 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.

3.3.1 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:

- 1) customer complaints about the type or quality of work performed,
- 2) accusations or incidents of theft,
- 3) observation of illegal activities, threats or physical assaults,
- 4) 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.

3.3.2 The PEP shall detail how the problems identified in 3.3.1 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 Subgrantee’s organization who would become involved in resolving a problem;
- c. For each individual listed in the Subgrantee’s 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 Subgrantee’s 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

3.4.1 General

3.4.1.1 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).

- 3.4.1.2 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 as in 3.4.2 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.
- 3.4.1.3 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.
- 3.4.1.4 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.
- 3.4.1.5 In no event shall any invoice be submitted later than sixty (60) calendar days from the Contract termination date.

3.4.2 **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 SF, MEAP, and MEET, 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

3.5.1 Continuous Performance of Key Personnel. Unless substitution is approved per paragraphs 3.5.2-3.5.4 of this section, 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.

3.5.2 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.

3.5.3 Key Personnel General Substitution Provisions. The following provisions apply to all of the circumstances of staff substitution described in paragraph 3.5.4 of this section.

1. 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.
2. 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.
3. 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.
 4. 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.

3.5.4 Replacement Circumstances

- 3.5.4.1 **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, in accordance with paragraph 3.5.3 of this section, 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.

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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 at the Application Monitor's address 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. Subgrantees mailing Applications should allow sufficient mail delivery time to ensure timely receipt by the Application Monitor. 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.

Applications may not be submitted by e-mail or facsimile or any other electronic means. Applications will not be opened publicly.

4.2 Multiple or Alternate Applications

Multiple and/or alternate Applications will not be accepted.

4.3 Public Information Act Notice

An 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 5.3.2.2 "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.**

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SECTION 5 – APPLICATION FORMAT

5.1 Applications

- 5.1.1 It is preferred, but not required, that the name, email address, and telephone number of a contact person for the Subgrantee be included on the outside of the packaging for the Application. The Application shall contain an unbound original, so identified, and four (4) copies. The Application shall include a label bearing:
- (1) RFA title,
 - (2) Name and address of the Subgrantee, and
 - (3) Closing date and time for receipt of Application
- to the Application Monitor (see RFA Key Information Summary Sheet) prior to the date and time for receipt of Applications.
- 5.1.2 An electronic version (on Universal Serial Bus/USB Flash/Thumb Drive) of the Application in Microsoft Word format must be enclosed with the original Application submission. Each USB Flash Drive must be labeled on the outside with the RFA title, and name of the Subgrantee. Each USB Flash Drive must be packaged with the original copy of the Application. In the event of any discrepancy between the hard copy and electronic versions of an Subgrantee’s Application, the State shall determine the controlling version in accordance with the State’s interests.
- 5.1.3 A second electronic version of the Application in searchable Adobe .pdf format must be submitted on USB Flash Drive if Subgrantee claims any information in the Application constitutes confidential commercial information, confidential financial information, or any other information not subject to disclosure under the Public Information Act (PIA). This copy shall be annotated to identify any claimed confidential trade secrets, commercial information or confidential financial information, that the Subgrantee believes should be exempt from disclosure under the PIA (see RFA Section 4.3 “Public Information Act Notice”).
- 5.1.4 Beginning with Tab B (see RFA Section 5.3.2.3), 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 (Tabs A and A-1; see RFA Sections 5.3.2.1 and 5.3.2.2), should be numbered using romanettes (ex. i, ii, iii, iv, v, etc.).
- 5.1.5 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 Delivery

Subgrantees may either mail or hand-deliver Applications. For U.S. Postal Service deliveries, any Application that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective issuing office by the time and date listed in the RFA will be deemed to be timely. If an Subgrantee chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department. It could take several days for an item sent by first class mail to make its way by normal internal mail to the Application Monitor and an Subgrantee using first class mail will not be able to prove a timely delivery at the mailroom.

- 5.2.1 Hand-delivery includes delivery by commercial carrier acting as agent for the Subgrantee. For any type of

direct (non-mail) delivery, an Subgrantee is advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

5.3 Technical Proposal

5.3.1 Format of Technical Proposal. Inside a sealed package described in Section 5.1 “Applications,” shall contain:

- 1) the unbound original,
- 2) four (4) copies, and
- 3) the Universal Serial Bus/USB Flash/Thumb Drive.

The RFA sections are numbered for ease of reference. Section 5.3.2 sets forth the order of information to be provided in the Technical Proposal, e.g., Section 5.3.2.1 “Title and Table of Contents,” Section 5.3.2.2 “Claim of Confidentiality,” Section 5.3.2.3 “Transmittal Letter,” Section 5.3.2.4 “Executive Summary,” etc.

In addition to the instructions below, responses in the Subgrantee’s Technical Proposal shall correspond to and reference the organization and numbering of each Section and subsection in the RFA (ex. “Section 2.2.1 Response . . . ; “Section 2.2.2 Response . . . ,” etc.). This Proposal organization will allow State officials and the Evaluation Committee to “map” Subgrantee responses directly to RFA requirements by Section number and will aid in the evaluation process.

Failure to respond to this RFA in the format described in this section will cause a lower ranking in the Subgrantees overall score.

5.3.2 The Technical Proposal shall include the following documents and information in the order specified as follows. Each corresponding section of the Technical Proposal shall be separated by a TAB as detailed below:

5.3.2.1 Title Page and Table of Contents (Submit under TAB A). The Technical Proposal should begin with a Title Page bearing the name and address of the Subgrantee and the name of this RFA. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

5.3.2.2 Claim of Confidentiality

5.3.2.2.1 Claim of Confidentiality (Submit under TAB A-1) Any information which is claimed to be confidential is to be noted by reference and included after the Title Page and before the Table of Contents. An explanation for each claim of confidentiality shall be included (see Section 4.3 “Public Information Act Notice”). The entire Application should not be given a blanket confidentiality designation. Any confidentiality designation must apply to specific sections, pages, or portions of pages of the Application. Subgrantees are advised that, upon request for 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.

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 TAB A-1.

5.3.2.3 Transmittal Letter (Submit under TAB B). A Transmittal Letter shall accompany the Technical Proposal. 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 requirements as stated in this RFA. The Transmittal Letter

should include the following:

- (1) Name and address of the Subgrantee;
- (2) Name, title, e-mail address, and telephone number of primary contact for the Subgrantee;
- (3) Solicitation Title that the Application is in response to;
- (4) Signature, typed name, and title of an individual authorized to commit the Subgrantee to its Application;
- (5) Federal Employer Identification Number (FEIN) of the Subgrantee, or if a single individual, that individual's Social Security Number (SSN);
- (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.
- (7) Acknowledgement of all amendments to this RFA.

5.3.2.4 Executive Summary (Submit under TAB C). The Subgrantee shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The Summary shall also:

- 1) Identify the county or counties for which the Subgrantee is proposing to provide services.
- 2) Identify the total number of units it proposes to complete on both a monthly and annual basis. Also separately identifying:
 - e) number of single family units per month for DOE
 - f) number of multi-family units per month for DOE
- 2) Identify whether the Subgrantee is applying for EmPOWER Weatherization funds and how many units can be completed per month.
- 3) Identify whether the Subgrantee is applying for MEAP funds and how many units can be completed per month.
- 4) Identify whether the Subgrantee is applying for MEET funds and how many units can be completed per month.
- 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.
- 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.

5.3.2.5 Minimum Qualifications Documentation (Submit under TAB D). The Subgrantee shall submit any Minimum Qualifications documentation that may be required, as set forth in RFA Section 1, "Minimum Qualifications."

5.3.2.6 WAP RFA Application Questions (Submit under TAB E). The Subgrantee shall complete and submit the RFA Application Questions document in its entirety, Parts 1-4.

5.3.2.7 Financial Information (Submit under TAB F). 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.

5.3.2.8 Subgrantee Technical Response to RFA Requirements and Proposed Work Plan (Submit under TAB G).

5.3.2.8.1 The Subgrantee shall, in its Technical Proposal:

- 1) address and respond to each Scope of Work requirement (RFA Section 2) in the order presented in Section 2, and
- 2) describe how its proposed services, including the services of any proposed contractor(s), will meet or exceed the requirement(s).

Where the State seeks agreement or disagreement to any requirement, the Subgrantee must indicate its agreement or disagreement prior to restating the requirement. (Example: Section 2.x.x.x Agree - "Subgrantee agrees to perform Quality Control Inspections on 100% of completed units utilizing a QCI certified professional.")

All responses in the Technical Proposal to a Scope of Work requirement shall include an explanation of how the requirement will be achieved.

Any exception to a requirement, term, or condition may result in having the Proposal deemed ineligible.

5.3.2.8.2 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:

- 1) ramping the program up to production within program requirements,
- 2) ongoing challenges after ramp up moves to steady production,

Each identified challenge should include:

- 1) when (what stage of the program) the challenge is anticipated to be incurred
- 2) what needs to be accomplished to conquer the challenge
- 3) how long it is anticipated to conquer the challenge

5.3.2.8.3 The Subgrantee shall provide, in this section, a draft Problem Escalation Procedure (PEP) as indicated in Section 3.3.

5.3.2.8.4 The Subgrantee shall provide a description of the process to manage inventory and track and maintain equipment. This section should also include a listing of the existing inventory and proof as required in section 2.6.

5.3.2.8.5 The Subgrantee shall provide a detailed description of the Subgrantee's procedures for assuring:

- 1) only eligible applicants at or below 200% Federal Poverty Line and eligible projects (as per program guidance) receive services

- 2) ensuring adequate leads to achieve stated production
- 3) WAP recipients are served in order of DOE priorities
- 4) WAP is only charged for eligible administrative costs
- 5) administrative documentation is accurate and completed in a timely manner in Hancock
- 6) project time and cost control to prevent excessive charges to programs
- 7) not exceeding categorical budget limits
- 8) meeting deadlines for keeping Hancock updated, contacting clients, scheduling energy audits, performing work, performing quality control inspections, and invoicing completed projects
- 9) installed measures meet program guidelines, including not missing energy efficiency opportunities
- 10) meeting production goals, and variations in production
- 11) managing the hiring, training, and professional development
- 12) Identifying when training and technical assistance should be sought
- 13) quality control processes and procedures to ensure the highest quality deliverable for program performance regarding:
 - a) Customer intake
 - b) accurate and timely data entered into Hancock
 - c) identifying program compliant project work orders
 - d) quality of completed projects
 - e) quality of new staff performance

5.3.2.9 Experience and Qualifications of Proposed Staff (Submit under TAB H). The Subgrantee shall submit an Organizational Chart to describe 1) the Agency and Agency staff and 2) staff proposed to perform work under this Grant Agreement of the proposed contractor(s). Subgrantees using job titles other than those commonly used by industry standards must provide a crosswalk reference document.

Agency Chart information must identify:

- 1) the Executive Director,
 - a) percentage of time dedicated to performance of this grant
- 2) all Federally funded programs with corresponding program managers,
- 3) weatherization program manager performing under this grant application
 - a) percentage of time dedicated to perform under this grant,
- 4) production manager performing under this grant application
 - a) corresponding certifications as described in Section 2.6.5
 - b) percentage of time dedicated to perform under this application,
- 5) staff managing contractors proposed under this grant application
 - a) percentage of time dedicated to perform under this grant,
- 6) administrative staff such as administrative assistant/schedulers performing under this grant application
 - a) percentage of time each is dedicated to perform under this grant,
- 7) Energy Auditors (EA) performing under this grant application
 - a) corresponding certifications as described in Section 2.6.5
 - b) percentage of time dedicated to perform under this application,
- 8) Crew Leaders (CL) performing under this grant application
 - a) corresponding certifications as described in Section 2.6.5
 - b) percentage of time dedicated to perform under this application,
- 9) Quality Control Inspectors (QCI) performing under this grant application

- a) corresponding certifications as described in Section 2.6.5
- b) percentage of time dedicated to perform under this application.

The proposed Contractor Chart shall include only staff proposed to perform under this grant application for the following positions:

- 1) contractor owner
- 2) program manager
 - a) corresponding certifications as described in Section 2.6.5
 - b) percentage of time dedicated to perform under this application,
- 3) production manager
 - a) corresponding certifications as described in Section 2.6.5
 - b) percentage of time dedicated to perform under this application,
- 4) administrative assistant/scheduler(s),
- 5) Energy Auditor(s) (EA)
 - a) corresponding certifications as described in Section 2.6.5
 - b) percentage of time dedicated to perform under this application,
- 6) Crew Leader(s) (CL)
 - a) corresponding certifications as described in Section 2.6.5
 - b) percentage of time dedicated to perform under this application,
- 7) Quality Control Inspector(s) (QCI)
 - a) corresponding certifications as described in Section 2.6.5
 - b) percentage of time dedicated to perform under this application.

The Subgrantee shall include individual resumes for the staff identified in the organizational chart; except for administrative staff. Each resume should include the amount of experience the individual has relative to the defined function under this grant application.

Letters of intended commitment to work on the project, including letters from any proposed contractor(s) , shall be included in this section.

5.3.2.10 References (Submit under TAB I). At least three (3) references are requested from program monitors who are capable of documenting the Subgrantee's 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:

- (1) Name of client organization;
- (2) Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- (3) Value, type, duration, and description of services provided.

The Department reserves the right to request additional references or utilize references not provided by an Subgrantee.

Missing information requested in this section will cause a lower ranking to the Subgrantees score.

5.3.2.11 Certificate of Insurance (Submit under TAB J). The Subgrantee shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Application submission date. The current insurance types and limits do not have to be the same as described in

Section 3.1. See Section 3.1 for the required insurance certificate submission for the recommended Subgrantee.

5.3.2.12 Contractors (Submit under TAB K). The Subgrantee shall provide a complete list of all contractors that will work on the Agreement if the Subgrantee receives an award. This list shall include:

- (1) Contractor business name and address
- (2) A full description of the services each contractor will perform
- (3) Most recent executed contracts and date/time stamped documentation of contractor verified SAMs status
- (4) Why/how each contractor was deemed the most qualified for this project
- (5) Procured contractor price lists for program measures
- (6) For EmPOWER, contractor price lists for program measures using the attached EmPOWER price list template (Attachment E)

5.3.2.13 Legal Action Summary (Submit under TAB L). This summary shall include:

- (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;
- (2) A brief description of any settled or closed legal actions or claims against the Subgrantee over the past five (5) years;
- (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;
- (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;
- (5) A statement that the Subgrantee is not excluded from working on federally funded projects through the Federal System for Award Management (SAM); and
- (6) A statement that the Subgrantee is not debarred from working on state contracts.

5.3.2.14 Other Documents Required (Submit under TAB M). The Subgrantee shall provide:

- (1) Certificate of Good Standing from the State of Maryland, non public entities only.
- (2) Articles of Incorporation, non public entities only.
- (3) Entity Bylaws, non public entities only
- (4) Entity Personnel Policies and Procedures or Employee Handbook
- (5) Entity Financial Policies and Procedures
- (6) Procurement Policies and Procedures, if separate from the above documents.

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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

6.3.1 The RFA Application Questions are designed to evaluate the Subgrantee's 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.

6.3.2 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

6.4.1 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%.

6.4.1.1 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.

6.4.1.2 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 Subgrantee's Application.

6.4.1.3 **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 three (3) copies of each of the following documents:

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

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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 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 three (3) executed copies 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 is available electronically at <http://wxfieldguide.com/md/>

ATTACHMENT E – 2021 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 web link for electronic version of the Program Operations Manual.

<https://docs.google.com/document/d/1f971mpX9Y1dPAECf7Bc9s58wHo7MCQ4KznJdT1C7JFk/edit?usp=sharing>

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.

<https://dhcd.maryland.gov/Residents/Pages/wap/Default.aspx>

ATTACHMENT E – 2021 EmPOWER PRICE LIST

See separate Excel Document for the EmPOWER 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 www.dsd.state.md.us.
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: www.dbm.maryland.gov – 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.